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**AGREEMENT BETWEEN THE HINGHAM SCHOOL COMMITTEE
AND THE HINGHAM EDUCATION ASSOCIATION
PARAEDUCATOR UNIT**

SEPTEMBER 1, 2020 – AUGUST 31, 2023

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AGREEMENT
BETWEEN THE
HINGHAM SCHOOL COMMITTEE AND THE HINGHAM
PARAEDUCATOR UNIT

SEPTEMBER 1, 2020 – AUGUST 31, 2023

This Agreement is made and entered into on this day of January 12, 2018 by and between the School Committee of the Town of Hingham (hereinafter referred to as the "Committee") and the Hingham Education Association, Unit B (hereinafter referred to as the "Association") (affiliated with the Massachusetts Teachers Association and the National Education Association).

PREAMBLE

In consummating this Agreement, it has been the intention of the parties to continue their harmonious relations and to define and resolve the legitimate interest of the paraeducators in rights of compensation and conditions under which they perform their duties, all with a goal of providing quality education for the students enrolled in the Hingham Public Schools.

The parties acknowledge that the Committee has complete authority over, and responsibility for, the policies and administration of the schools which it exercises under laws of the Commonwealth of Massachusetts and regulations established by the Department of Education of the Commonwealth.

The parties affirm and subscribe to the educational goals contained in the mission statement of the Hingham Public Schools.

ARTICLE I
RECOGNITION

1.1. The Committee recognizes the Association, pursuant to Chapter 150E of the General Laws, as the exclusive representative for purposes of collective bargaining with respect to wages, hours, other conditions of employment and such other mandatory subjects of bargaining as required by law of all full-time and regular part-time paraeducator personnel

employed by the Town of Hingham in its public schools, consisting of all Teaching Assistants and Clerical Assistants, but excluding the Superintendent of Schools, Assistant Superintendent, Business Manager, Supervisors, Directors, Coordinators, Principals, Assistant Principals, Classroom Teachers, Specialized Teaching Personnel, Guidance Counselors, Resource Teachers/Coordinators, Psychologist, Health Coordinator and Librarians/Media Specialists, Substitute Teachers, Technology Assistants, Secretaries, Clerk Typists, Tutors, Nurses, and Technology Specialists and all other employees of the Hingham School System. Effective September 1, 2021, Special Education Paraeducator Secretaries shall be removed from the bargaining unit. Effective September 1, 2022, Office Paraeducator Secretaries shall be removed from the bargaining unit.

1.2. The terms "paraeducator" and "paraeducators" as used hereafter in this Agreement refer only to such persons as at the time in question fall within the bargaining unit as defined in this Article.

1.3. The term "School District" as used hereafter in this Agreement refers to the Hingham Public School District and shall include the Committee, Superintendent and Principals, and, in any particular instance shall mean the Committee unless Chapter 71 of the General Laws confers authority for the matter on the Superintendent or Principal, in which case it shall mean the Superintendent or Principal, as the case may be.

ARTICLE II COMPLAINT PROCEDURE

2.1. In the interest of resolving complaints as informally and rapidly as possible, paraeducators who have complaints or dissatisfactions regarding their employment may utilize this informal complaint procedure. Any such complaint may be presented to the paraeducator's principal, or, in cases where a paraeducator is not accountable to a single principal, to the paraeducator's immediate supervisor in an effort to resolve the complaint. If the complaint is not resolved promptly, it may be presented to the Superintendent for consideration. If the complaint is not resolved to the paraeducator's satisfaction in this informal procedure and it otherwise qualifies as a grievance as defined in Section 3.2, the paraeducator may utilize the formal grievance procedure in Article III, provided that the grievance is filed within the time limit set forth in Section 3.4.

ARTICLE III GRIEVANCE PROCEDURE

3.1. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances. All grievances will be handled as provided in this Article. The parties agree that such procedure shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this Agreement shall prevent any paraeducator from individually presenting any grievance without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and

provided further that the Association may be present at grievance meetings and, if the paraeducator is agreeable, state its position on the grievance.

3.2. The following definitions shall apply for purposes of this Agreement:

- (a) A "grievance" shall mean a complaint by a paraeducator (or, in case of a group grievance, a group of paraeducators) that as to such paraeducator (or paraeducators) the School District has interpreted and applied this Agreement in violation of a specific provision hereof.
- (b) An "aggrieved paraeducator" shall mean the paraeducator or paraeducators making the complaint.

3.3. 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. "Days" as used in this Article and Article IV shall mean calendar days.

3.4. The processing of grievances shall be undertaken in accordance with the following procedure:

PRINCIPAL LEVEL - The aggrieved paraeducator must first present the grievance in writing to the Principal of the paraeducator's school, or, in cases where a paraeducator is not accountable to a single principal, to the paraeducator's immediate supervisor within twenty (20) days of the day the paraeducator knew or reasonably should have known of the event or events giving rise to the grievance. Within seven (7) days after receipt of the grievance, the Principal or immediate supervisor or designee and the aggrieved paraeducator and, if the aggrieved paraeducator so desires, a representative of the Association, shall meet to discuss the grievance. The Principal or immediate supervisor or designee shall provide a decision in writing within seven (7) days after the conclusion of such meeting.

SUPERINTENDENT LEVEL - If the grievance is not settled at the preceding level, the grievance shall be presented in writing to the Superintendent within seven (7) days of the decision in the preceding level. The Superintendent or his designee and the aggrieved paraeducator and, if the aggrieved paraeducator so chooses, a representative of the Association, shall meet within seven (7) days after receipt of the written grievance by the Superintendent to discuss the grievance. The Superintendent or his designee shall answer in writing within seven (7) days after the conclusion of such meeting.

COMMITTEE LEVEL - If the grievance is not settled at the preceding level to the satisfaction of the aggrieved paraeducator, the grievance may be presented in writing to the Committee within seven (7) days of the decision in the preceding level. A meeting will be held at the Committee level with the aggrieved paraeducator and, if the aggrieved paraeducator so chooses, a representative of the Association, to discuss the grievance, except in instances in which the Committee, in its discretion, believes a meeting is unnecessary. Any such meeting will be held at the next regular scheduled meeting of the Committee which is no less than seven (7) days from the date of the submission of the written grievance to the Committee level. The

Committee shall consider the grievance and present its decision in writing to the aggrieved paraeducator within thirty (30) days after receipt of the written grievance by the Committee, when no meeting is held, or within fifteen (15) days after the conclusion of the meeting when a meeting is held. A copy of the Committee's answer will be furnished to the Association. If the grievance is not settled to the satisfaction of the aggrieved paraeducator at the Committee level, the Association may submit the grievance to arbitration by giving written notice to the Committee within twenty (20) days after receipt of the Committee's decision.

The parties recognize that authority over certain matters is committed under Chapter 71 of the General Laws to the Superintendent or Principals. Notwithstanding that the foregoing procedure provides for three levels, the final level prior to arbitration shall be the Committee, Superintendent or Principal, whichever party has authority over the particular matter under Chapter 71.

3.5. A grievance involving a group of paraeducators may be presented in writing as a group grievance by the Association at the Principal Level within twenty (20) days of the earliest date on which a paraeducator in the group knew or reasonably should have known of the event or events giving rise to the grievance. In order for a grievance to be a group grievance all paraeducators participating in the grievance must be aggrieved in the same way. If the grievance is denied at the initial level, the Association will furnish at the next level a list of those paraeducators who are included in the group and who have advised the Association in writing that they wish the Association to pursue the grievance on their behalf.

3.6. If the Superintendent and the Association or the aggrieved paraeducator (in instances in which the paraeducator pursues the grievance without the intervention of the Association) agree, a grievance may be presented initially at the Superintendent level within the twenty (20) day time limit referred to in the Principal Level (or Section 3.5) being applicable to such initial presentation.

3.7. If a decision at any level is not provided within the time limits specified, the grievance shall be deemed denied on the day the decision was due and shall be qualified to be taken to the next higher level.

3.8. No grievance shall be considered which is not presented within the time limit specified in the Principal Level. If a grievance is once settled or if it is not appealed to the next higher level within the specified time limits, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration under Article IV. The aggrieved paraeducator or the Association, as the case may be, shall secure and retain a dated receipt for grievances which are presented at any level of the grievance procedure or submitted to arbitration whether such presentation or submission was by hand delivery or mail.

3.9. The parties will endeavor to expedite the processing of any grievance filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved paraeducator or the Committee.

3.10. The School District and the Association agree to furnish to the other upon request such information in aid of the grievance procedure as is required under law in the fulfillment of the duty to bargain in good faith.

3.11. All documents, communications and records dealing with the processing of the grievance will be filed separately from the personnel files of the participants.

3.12. A paraeducator whose attendance is required at either a grievance meeting or an arbitration hearing held during the paraeducator's work day will be released to permit such attendance for such time as is necessary, without loss of pay, provided the paraeducator gives his principal or immediate supervisor at least twelve (12) hours' notice of such required attendance.

ARTICLE IV ARBITRATION

4.1. In the event the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by, the procedure set forth in this Article.

4.2. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree within seven (7) days after receipt by the Committee of written notice that the Association intends to arbitrate, the Association may, within seventeen (17) days after such receipt, refer the grievance to the American Arbitration Association. The arbitrator shall be selected in accordance with the then current rules of the American Arbitration Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The Committee and the Association shall share equally in compensation and expenses of the arbitrator.

4.3. Either the Committee or the Association shall have standing to question arbitrability in arbitration or in an appropriate forum.

4.4. The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detracting from any of the provisions of this Agreement. In reaching a decision the arbitrator shall not substitute his/her judgment for that of the Committee, Superintendent or Principal, as the case may be; nor shall he/she set aside the decision of the Committee, Superintendent or Principal, as the case may be, unless he/she concludes that the Committee, Superintendent or Principal, as the case may be, was arbitrary and capricious, and he/she shall be subject to the principle that there are no restrictions intended on the rights or authority of the Committee, Superintendent or Principal, as the case may be, other than those expressly set forth herein. The arbitrator may or may not make his/her award retroactive as the equities of the case may require. Except in cases of group or class grievances, each grievance shall be separately processed in any arbitration proceedings hereunder unless the parties otherwise agree. The arbitrator shall furnish a written opinion

specifying the reasons for his/her decision. The decision of the arbitrator, if within the scope of his/her authority and power under this Agreement, shall be final and binding upon the Committee, Superintendent or Principal, as the case may be, the Association and the paraeducator(s) who initiated the grievance.

ARTICLE V
SICK LEAVE

5.1. A paraeducator who has completed at least 90 days of service shall be eligible for sick leave as set forth in this Article.

5.2. For the purpose of determining whether a paraeducator has completed a full school year for purposes of this section, but solely with respect to the paraeducator's first year of employment as a paraeducator in the Hingham Public Schools, a paraeducator whose employment commences on or before October 1 and continues for the balance of the year shall be deemed to have completed a full school year in that first year. Sick leave may be accumulated from year to year. No sick leave shall be retroactive. An accounting of available sick leave may be accessed electronically by each paraeducator through the paraeducator's self-service account. Up to seven days of the sick leave provided above may be used each year because of illness or injury to a paraeducator's spouse, child, parent, sibling, grandparent, parent-in-law, or close friend who is a member of the paraeducator's immediate household (but this shall not increase the number of sick days otherwise available to a paraeducator under this section).

Paraeducators will be granted sick leave according to the following schedule:

<u>Years of Service</u>	<u>2020-2021 Annual leave</u>	<u>2021-2022 Annual leave</u>	<u>2022-2023 Annual leave</u>
0-3	Seven (7) Days	Seven (7) Days	Seven (7) Days
4-7	Eleven (11) Days	Eleven (11) Days	Twelve (12) Days
8+	Fourteen (14) Days	Fourteen (14) Days	Fifteen (15) Days

5.3. Paraeducators who resign or are dismissed shall not be entitled to additional salary or wages in lieu of any paid sick leave not taken, and paraeducators who resign, are dismissed or retire may not transfer any such unused sick leave to the account of another employee. Accumulated sick leave up to a maximum of one hundred twenty (120) days of a paraeducator who dies while in the Committee's employ shall be paid to such paraeducator's designated beneficiary, if living, or, in lieu of a living designated beneficiary, to such paraeducator's estate; such amount shall be calculated based on the number of hours he/she is regularly assigned and the paraeducator's regular rate of pay, as in Section 6.1. A paraeducator who retires after 20 years or more of service in the Hingham Public Schools and who has furnished evidence from the Retirement Board that he or she will be eligible for retirement and who has accumulated 50 or more sick days at the time of retirement will be compensated for accumulated sick leave at the rate of ten dollars (\$10.00) per day, to a maximum of 100 days (or a maximum total of \$1,000).

5.4 Loss of time directly attributable to injury incurred while performing assigned duties shall not be charged to sick leave. However, any paraeducator who received Workers' Compensation benefits from the Town and who has accrued and unused sick leave to his/her credit under this Section shall, if he/she so requests, be paid such of his/her accrued and unused sick leave allowance as, when added to the amount for such Workers' Compensation benefits, will be equal to the amount of his/her full salary or wages. Such make-up payments shall be charged to his/her sick leave and shall be discontinued when his/her sick leave allowance has been exhausted.

Commencing for the 2012-2013 school year (subject to the minimum participation requirements provided below):

5.5 (a) A paraeducator who has completed at least one (1) full school year of continuous employment for the Committee shall be eligible to participate in the Paraeducator Sick Leave Bank (hereinafter, the "Sick Leave Bank" or "Bank"), provided that a paraeducator who begins employment by September 30 of any school year and who works the balance of that school year shall be deemed to have completed a full year of employment. A paraeducator who does not wish to participate in the Bank may make a standing election to opt out by notifying the Superintendent in writing not later than September 30 of any school year. Once an election to opt out is made it shall remain in effect unless the paraeducator notifies the superintendent by September 30 of any school year that she/he wishes to participate in the Bank, at which time a day of the paraeducator's accrued sick leave shall be transferred to the Bank. In the absence of such notice in writing to have opted out, the paraeducator shall be deemed to have made a permanent election to participate and to have authorized the School District to transfer a day of accrued sick leave (a "Sick Leave Day") from such paraeducator's personal sick leave accrual to the Bank and subsequent transfers as provided herein.

If for any two consecutive school years participation drops below one-quarter of the total number of paraeducators in the bargaining unit, the Sick Leave Bank shall permanently cease operation; in this event, any sick leave days then remaining in the Sick Leave Bank shall be re-credited, in equal shares, to any paraeducators who had elected to participate in the Bank at the time it ceases operation, but no paraeducator shall be re-credited with more sick days than the paraeducator transferred to the Bank.

Transfers of sick leave days from the accruals of participating paraeducators shall be on an equal basis in whole days and/or half days.

When the Sick Leave Bank was first established, whole and/or half days were transferred from participating paraeducators to begin the bank at a level of at least 30 days, and the Bank was also credited by the School District with additional days equal to one-half the number of days

transferred from participating paraeducators. It is agreed that the School District has no further or future obligation to credit sick days to the Bank.

Should the number of days in the Bank be reduced to 20 days, then sufficient whole days and/or half days of sick leave shall be transferred from the accruals of participating paraeducators so that the Bank is replenished to a level of at least 30 days. A paraeducator who commences participation in the Bank in any year after the initial transfer of accruals has been made from participating paraeducators under the first sentence of this paragraph shall have transferred from his or her sick leave accruals one day of sick leave, in addition to any further whole days or half days that may be required of participating paraeducators under the preceding sentence.

(b) An eligible paraeducator who wishes to take advantage of the provisions of the Paraeducator Sick Leave Bank shall submit a letter of request to the Superintendent of Schools. The letter shall indicate the anticipated period of absence and be accompanied by relevant medical documentation as described in Section 5.5(c)(2) below. Response to this request shall be made in writing. A record of all requests and their disposition shall be maintained and the Association shall be informed of the status of each request.

(c) Eligibility to draw days from the Bank shall be as follows:

(1) A paraeducator must have exhausted all of his or her accrued sick leave days, and must have been disabled from working for at least seven days prior to becoming eligible to draw on the Bank.

(2) The paraeducator's physician must certify that the paraeducator is disabled from working due to personal illness or injury and that such disability is expected to continue so that it will be necessary to draw on the Bank.

(3) The maximum number of work days for which a participating paraeducator who is disabled from working due to personal illness or injury may draw corresponding days from the Bank shall be determined as follows:

Number of Full School Years of Continued Employment Completed by Paraeducator	Maximum Work Days Paraeducator is Eligible for Draw from the Bank
At least 1 and not more than 5 years	15 days
More than 5 and not more than 10 years	20 days
More than 10 and not more than 15 years	25 days
More than 15 years	30 days

A paraeducator who has drawn on the Bank and who, because of the completion of additional full school years of employment for the Committee, qualifies for an increase in the maximum number of days which may be drawn from the Bank, shall have deducted from the new maximum the number of days already drawn from the Bank.

(4) Each time a paraeducator uses days from the Bank such days shall be deducted from such paraeducator's applicable maximum.

(5) Whole days and half days transferred to the Bank shall not be restored to a paraeducator's personal accrual under any circumstances, except as provided in Section 5.5(a), above, in the event the Bank ceases to operate.

ARTICLE VI ATTENDANCE PAY

6.1. The parties recognize that absences are detrimental to the educational process and therefore must be held to an absolute minimum. A paraeducator who is not absent from an assignment due to sickness, personal or other reasons at any time during the paraeducator's assigned work year will be entitled to two (2) days' pay, based on the number of hours he/she is regularly assigned and the paraeducator's regular rate of pay, to be paid at the end of the fiscal year. Absence due to approved professional conferences or workshops, bereavement, or jury duty or court appearances related to a paraeducator's employment shall not disqualify a paraeducator from receiving attendance pay.

ARTICLE VII BEREAVEMENT LEAVE

7.1. Any paraeducator who suffers a death in the immediate family (immediate family shall include the paraeducator's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or close friend or relative, who is a member of the paraeducator's immediate household) shall be allowed time off, for up to three (3) days, without loss of pay where the day is such paraeducator's regular working day and on which he/she would otherwise have worked. One (1) of the three (3) paid bereavement days may be used due to the death of an individual who is not an immediate family member as defined above but with whom the paraeducator has a close relationship; provided that no more than one such day may be used per school year. Where unusual circumstances require, additional paid or unpaid leave may be granted at the discretion of the Superintendent of Schools.

ARTICLE VIII
PROFESSIONAL AND PERSONAL LEAVE

8.1. Leaves of absence with pay may be granted at the sole discretion of the Superintendent to permit individual paraeducators to visit other schools or attend approved education meetings or conferences. Written reports, if required, shall be submitted.

8.2. The School District may elect to pay reasonable expenses (including, but not limited to, registration fees, meals, lodging and transportation) incurred by a paraeducator who is authorized by the Administration to attend workshops, seminars or other approved professional improvement sessions provided that said amount shall have been previously provided for and is expendable in the existing school department budget. Paraeducators seeking reimbursement must submit to the Superintendent for advance approval a voucher listing the expenses for which reimbursement is sought in whole or in part.

8.3. In situations where the Administration requires a paraeducator to attend workshops, seminars or other professional improvement sessions, the School District will pay all reasonable expenses.

8.4. Employees may take no more than two (2) days per school year on an unpaid basis, for personal reasons, provided that the Superintendent may permit additional unpaid days, in her/his discretion.

8.5. A paraeducator shall be entitled in any one (1) work year to not more than two (2) days leave with pay for important personal activity which cannot be carried on outside of school hours. Such activity shall include, but not be limited to, business or legal affairs, serious family illness, funeral, selective service examination and graduation of a member of the paraeducator's immediate family so as to require the day off. Except in cases listed expressly in the preceding sentence, personal leave may not be taken either immediately before or after a school vacation or holiday. Any personal day or days not used by a paraeducator shall be added to her/his accumulated sick leave.

8.6. To be eligible to take personal leave, a paraeducator must give written notice explaining the reason for the leave to the Superintendent as soon as practicable and in any event at least forty-eight (48) hours before the intended leave is to be taken, except in cases of emergency, when notification may be made by telephone to be followed by a written notice. The School District may require that requests for leave or time off that are made in writing be requested electronically. Except for requests for personal leave immediately before or after a school vacation or holiday, the paraeducator will not be required to explain the reason for the request if, in the paraeducator's professional judgment, the reason falls within the definition set forth in Section 8.5 above and if the reason is of such a personal nature that explaining it would be embarrassing to the paraeducator.

ARTICLE IX
JURY AND WITNESS DUTY

9.1. A paraeducator who is required to serve on jury duty will be paid an amount equal to the difference between the paraeducator's regular salary as a paraeducator and the amount paid by the government for each school day the paraeducator serves on jury duty.

9.2. Paraeducators who are released from jury duty during the school day will make their best effort to return to school if they believe they can make a contribution to their school. The paraeducator will provide documentation which is satisfactory to the School District of the required jury service and of the amounts paid by the government for such jury service.

9.3. If a paraeducator is required by the School District to be absent from school to testify or to appear on the School District's behalf in connection with a judicial or quasi-judicial proceeding, the paraeducator shall not lose any pay for the day(s) involved. If a paraeducator is required by the School District to testify or to appear on the School District's behalf in connection with such a proceeding on a day which is not a regular work day, the paraeducator shall be paid an amount equal to the number of hours necessarily required for attendance at and travel to and from such proceeding, multiplied by the paraeducator's regular hourly rate.

ARTICLE X
PARENTAL LEAVE

10.1. A leave of absence without pay will be granted for purposes of pregnancy and child rearing in accordance with this Article. Different eligibility requirements and leave entitlements are provided under Federal and state laws and under the terms of this Article, and the paraeducator will be asked to indicate at the start of the leave which form of leave is to be taken. The extent to which accrued sick leave shall be available for use by paraeducators in cases of disability due to pregnancy/birth and the extent to which Committee contributions for medical insurance will be continued shall be governed by the requirements of applicable Federal and state laws. The sole exception to this requirement shall be that all birth parents, non-birth parents, adoptive or foster parents who have been employed for at least three months shall be eligible to use up to ten (10) consecutive school days, using accrued sick leave, exclusive of school vacation weeks but inclusive of the summer break, for the purposes of birth, child-rearing or the adoption of child. The use of any additional sick leave shall be as set forth in this section. .

- (a) In accordance with and subject to the requirements of Mass. G.L. c. 149, § 105D, a paraeducator who has been employed on a full-time basis for at least three (3) months and who take a leave due to: 1) the purpose of giving birth; 2) for the placement of a child under the age of 18 or under the age of 23 if the child is mentally or physically disabled; or 3), for adoption with the employee who is adopting or intending to adopt the

child for a period not exceeding eight (8) weeks, shall be entitled to return to active duty at the end of the employee's leave.

- (b) A paraeducator who meets the eligibility requirements of the Federal Family and Medical Leave Act (the "FMLA") may take a leave of not more than twelve (12) weeks for the following purposes: 1) the birth of a child and to bond with the newborn child within one year of birth; 2) the placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement; 3) a serious health condition that makes the employee unable to perform the functions of his or her job; 4) to care for the employee's spouse, son, daughter, or parent who has a serious health condition; and, 5) for the purpose of child rearing (assuming that the paraeducator has not already exhausted some or all of such leave for other purposes). Such leave must be completed within one year of the birth and will run concurrently with leave taken under the preceding paragraph. Any such paraeducator shall be entitled to return to active duty in accordance with and subject to the requirements of the provisions of the FMLA including, in particular, the limitations imposed by the FMLA on the timing of the paraeducator's return to active duty and on intermittent leave.

10.2. A paraeducator who is on parental/FMLA shall not be entitled to accrue paid sick leave during the period of such leave. In determining the placement on the salary schedule of a paraeducator who returns from a parental/FMLA of absence, credit for a full year of service will be given on the schedule for the school year during which the leave began if the paraeducator completed at least ninety (90) school days of service during said school year; otherwise, the paraeducator shall return to the step on the salary schedule which s/he held prior to the commencement of such leave. The paraeducator shall be restored as soon as practicable to the position s/he held when the leave began, or to a substantially equivalent position.

10.3. An eligible non-birth parent (NBP) who uses ten (10) accrued sick days may not use accrued sick leave for family medical leave pursuant to Sections 5.2 for the purpose of extending parental leave. Medical documentation satisfactory to the Superintendent must be provided for any use of accrued sick leave for family medical leave within twenty (20) calendar days following the up to ten-day leave.

10.4. Use of accrued sick leave by a paraeducator under this section shall be concurrent with (and shall not extend or be in addition to) any unpaid leave to which a paraeducator may be entitled under the federal Family and Medical Leave Act and/or Massachusetts General Laws c. 149, Section 105D.

10.5. Use of accrued sick leave by a non-birth parent (NBP), adoptive parent or foster parent must be taken within six (6) calendar weeks after the birth of the child (or in the case of an adoption, within six (6) calendar weeks after the adoptive or foster parent first takes physical custody of the child).

10.6. Use of accumulated sick leave because of the placement for adoption or travel necessary to complete the adoption of a child, beyond the time authorized under in Section 10.1 may be granted by the Superintendent in her/his sole discretion.

10.7. It is mutually understood that the birth parent may utilize up to 40 days of accrued sick leave for workdays occurring during the eight (8) weeks immediately following the birth of a child.

ARTICLE XI MILITARY LEAVE

11.1. The Committee will comply with all State and Federal laws with respect to mandatory military leaves of absence.

11.2. A paraeducator who is required to perform annual active duty for training will do so during the months of July and August except when the necessity of the Government makes other demands absolutely necessary. In such instances the paraeducator will be granted necessary leave, upon written notification from the paraeducator's commanding officer. A paraeducator who is a member of a military reserve component and who is activated for emergency military duty shall receive the difference between his/her regular salary as a paraeducator and the paraeducator's military pay for a period not to exceed ten (10) school days. All other military leave shall be without pay.

ARTICLE XII GENERAL LEAVES OF ABSENCE PROVISIONS

12.1. Extended leaves of absence without pay may be granted at the sole discretion of the Superintendent for serving in the Association's national or state elective constitutional office, serving in an elective or appointive public office, for personal illness of the paraeducator or for the caring for a sick member of the paraeducator's immediate family as defined in Article VII, or other reasons deemed warranted by the Superintendent, subject to such terms as the Superintendent may determine in his/her discretion.

ARTICLE XIII INSURANCE

13.1. A paraeducator regularly scheduled to work at least twenty (20) hours per week shall be eligible for insurance benefits as set forth in this Article.

13.2. The Town of Hingham will pay that percentage of the cost of the following types of insurance coverage which the Town has authorized for its employees:

- (a) A \$5,000 term life insurance plan of the type presently available to paraeducators.
- (b) Individual or family coverage under a health insurance plan available to Town employees.

13.3. A paraeducator's health insurance coverage will be continued during the period of an unpaid leave of absence, provided (except with respect to leave under the Family and Medical Leave Act) the paraeducator pays the total monthly cost of such coverage to the Town within seven (7) days from the last billing date.

13.4. It is understood that the Town will not itself operate said insurance programs but will maintain policies or contracts with insurance companies which will administer said program. The benefits under said program shall be subject to such conditions and limitations as may be set forth in the policies or contracts of insurance. Any dispute concerning eligibility for or payment of benefits under any such policies or contracts shall be settled in accordance with the terms thereof and shall not be subject to arbitration hereunder.

13.5. Should any Federal or State legislation become effective during the term of this Agreement providing benefits paralleling any of those provided under this Article and imposing the cost thereof on the Town, then and to that extent the parallel benefits provided under this Article may be discontinued by the Town, and the Town shall be relieved of the cost thereof to avoid duplication of costs.

13.6. The Committee agrees to provide Internal Revenue Code Section 125 benefits for paraeducators that provide:

- (a) Pretax Treatment of Health Insurance Contributions
- (b) Dependent Care Account, and
- (c) Medical Care Account

with the understanding that Dependent Care and Medical Care Accounts (b & c) will be made available so long as the same benefit is made available to other town employees. The Plan may include an administrative fee, if an outside administrator is used.

ARTICLE XIV PROTECTION

14.1. Paraeducators will, as soon as possible, report to their immediate supervisor in writing any case of assault or abusive conduct they suffer in connection with their employment.

14.2. Such written report, if the paraeducator requests, will be forwarded to the Superintendent. The Superintendent will comply with any reasonable request from the paraeducator for information it has about the incident and will act appropriately as a liaison between the paraeducator, the police and the courts.

14.3. The Committee recognizes that indemnification of paraeducators for expenses in connection with criminal or civil proceedings shall be in accordance with General Laws, Chapter 258.

14.4. Within the facilities presently available, a place will be designated in each school for the locking up of personal belongings. During the school day, paraeducators may bring personal belongings to the school principal's office for safekeeping. The extent of the School District's obligation under this section is to provide a place for the safekeeping of personal belongings and shall not include responsibility for the loss of, damage to, or theft of, such belongings.

14.5. No material derogatory to an employee's conduct, service, character or performance will be placed in the employee's personnel file unless the employee has been provided a copy of the material for review in a timely manner. Such notification shall be provided by the employee's immediate supervisor. The employee will acknowledge that she/he has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The employee will also have the right to submit a written response to such material which shall be attached to the copy to be included in the personnel file.

ARTICLE XV TAX SHELTERED ANNUITY

15.1. Paraeducators regularly scheduled to work at least twenty (20) hours per week will be eligible to participate in a "tax sheltered" annuity plan established pursuant to United States Public Law 87-370.

15.2. Commencement of, or withdrawal from, participation shall be in accordance with current practices.

ARTICLE XVI ASSOCIATION SERVICE FEE

16.1. This Association Service Fee provision shall be subject to Section 12 of Chapter 150E of the General Laws. For paraeducators regularly scheduled to work at least twelve (12) hours per week, it shall be a condition of continued employment, if and when they are not members in good standing of the Association, that no later than the ninetieth (90th)

day following their commencement of employment as paraeducators or the effective date of this Agreement, whichever is later, they shall pay to the Association a service fee in an amount certified in writing by the Association to be in accordance with said Section 12 of Chapter 150E.

ARTICLE XVII DEDUCTIONS

17.1. The Committee agrees to deduct from the salaries of paraeducators who have on file with the Committee an executed current Dues Deduction Authorization Card, in the form set out below, dues for the Hingham Education Association, the Massachusetts Teachers Association and the National Education Association and to transmit the monies deducted to the Hingham Education Association Treasurer. A member authorization shall be in writing in the form set forth below:

"Dues Deduction Authorization Card"

Name _____

Address _____

I hereby request and authorize the School Committee of the Town of Hingham to deduct from my earnings and to transmit to the Treasurer of the Hingham Education Association \$ _____ to be provided for regular payments of the annual membership dues of the Hingham Education Association, the Massachusetts Teachers Association and the National Education Association in thirty-three (33) equal payments commencing with the first paycheck in October. I may withdraw this authorization by giving written notice to the School Committee by June 30 prior to the school year in which I intend to terminate my dues deduction. I further understand that if I leave the system before the end of the school year, the balance due will be deducted from my last paycheck. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve said Committee, and any or all officers of the Committee, from any liability therefore.

Member's Signature

Date: _____

17.2. Deductions referred to in Section 18.1 above will be made in thirty-three (33) equal payments in amounts certified by the Treasurer as being the regular membership dues of the Association, The Massachusetts Teachers Association and the National Education Association, commencing with the first paycheck in October.

17.3. The Treasurer of the Town of Hingham will submit the amounts deducted to the Association Treasurer as soon as it is reasonably possible after the issuance of the paycheck from which the deductions were taken.

17.4. The provisions of this Article XVIII shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the Treasurer of the Town of Hingham shall be satisfied by such evidence as he/she may require that the Treasurer of the Association has given to the Association a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his/her duties, in a sum and with such surety or sureties as are satisfactory to the Town Treasurer.

17.5. The Association shall indemnify and save the Committee and the Town harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken or not taken by the School District or the Town for the purpose of complying with this Article or in compliance with any dues deduction authorization furnished to the School District.

ARTICLE XVIII SENIORITY

18.1. A system-wide seniority list shall be maintained for bargaining unit members. Seniority shall be defined as a paraeducator's length of uninterrupted service in years, months, and calendar days in the Hingham Public Schools. Leaves of absence shall not be considered breaks in service; however, the length of time a paraeducator was absent from work on an unpaid leave of absence shall not count for purposes of computing length of service. Any ties which occur will be resolved by lot.

ARTICLE XIX PARAEDUCATOR EMPLOYMENT

19.1. The Superintendent or her/his designee will set the initial salary placement of each paraeducator entering the Hingham Public Schools in accordance with Committee policy.

19.2. Upon initial appointment, a paraeducator will be given a formal letter of appointment for one year, unless a shorter appointment is provided for. The initial letter of appointment will stipulate the length of the year (number of workdays) and typical hours per week. For incumbent paraeducator's, a letter of reasonable assurance shall be given no later than the 175th school day of any year. Notification of typical hours will be provided by August 20. Distribution of weekly hours will be determined at the discretion of the paraeducator's immediate supervisor.

19.3. All newly hired paraeducators will remain on probation for the first ninety (90) calendar days of employment. Following the initial ninety (90) calendar employment, a paraeducator will not be disciplined or discharged except for just cause.

19.4. The Association recognizes that the specialized services which the School District may be called upon to provide may be provided either by paraeducators or by other

internal or external service providers, as determined by the School District in its sole judgment.

19.5. The parties recognize that the role of the paraeducator is an important one in the School District's fulfillment of its educational mission, and regular attendance is expected. In recognition of this role, the parties reaffirm that the paraeducators' responsibilities shall continue to include, among others, the maintenance of positive relationships with parents, students and staff, respect for confidentiality, working collaboratively and cooperatively with other staff, serving as positive representatives of the Hingham Public Schools in appropriate situations, and completing assigned tasks in a professional and timely manner.

19.6. Additional hours may be assigned by mutual agreement of the paraeducator and his/her immediate supervisor.

19.7. If the regular school day is shortened due to an unscheduled delayed opening or emergency closing, a paraeducator shall be paid for any scheduled hours lost as a result thereof.

19.8. Prior to reducing or eliminating the regularly scheduled hours of any paraeducator, the principal or other immediate supervisor shall give notice to the Association of such intended reduction and the intended date of implementation. The principal or other immediate supervisor shall endeavor to give notice as far in advance as practicable. The Association shall then be given an opportunity to meet with the principal or other immediate supervisor to discuss alternative means of implementing such reduction or elimination of hours. The principal or other immediate supervisor shall consider any proposals made by the Association prior to implementing such reduction or elimination. The failure to reach agreement on any such proposal shall not preclude the principal or other immediate supervisor from acting, or delay the intended implementation date.

In the event of a reduction or elimination of the regularly scheduled hours to be provided by a paraeducator, the school principal or other immediate supervisor shall determine which paraeducator(s) are to be affected based on his/her good faith assessment of the qualifications (for purposes of this section including relevant experience, education, credentials and job performance) of the paraeducators assigned to the school, the operational needs of the school and the educational needs of students (including without limitation the desirability of maintaining existing working relationships between paraeducators and students). Where all of these factors are relatively equal as between two or more paraeducators potentially to be affected, as determined by the principal or other immediate supervisor in his/her good faith judgment, the least senior of such paraeducators will have her/his hours reduced or eliminated. Prior to reducing or eliminating the hours of a paraeducator, the principal will offer to the paraeducator the opportunity to fill any bargaining unit vacancies in the school for which, in the principal's good faith judgment, the paraeducator has the appropriate qualifications, and shall be notified of all other vacancies in bargaining unit positions in other schools within the system.

A paraeducator whose hours have been eliminated shall be recalled on the basis of the principal's or other immediate supervisor's good faith determination of the paraeducator's

qualifications and the school's operational needs and, where these factors are determined by the principal or other immediate supervisor to be relatively equal as between two or more such paraeducators, the paraeducator with the greatest seniority shall be recalled first. Paraeducators shall remain on the recall list for twenty-four (24) months.

A paraeducator must make satisfactory arrangements to return to work within two (2) weeks of receipt of notice of recall. Notice of recall shall be sent, return receipt requested, to the paraeducator's last known address. If failure to respond was beyond the paraeducator's control or if the position offered differed substantially from the one lost, the paraeducator's name will be retained on the recall list for the balance of the twenty-four (24) month period.

19.9 Conference time with teachers and/or supervisors will be provided in the work schedule of each paraeducator or if necessary and subject to the approval of the school principal, will be scheduled at a mutually agreeable time beyond the regular work day and will be compensated at the paraeducator's hourly rate of pay.

19.10 If the President of the Association is a member of Unit B, he/she shall be allotted up to a maximum of two (2) hours per week of paid time, outside of his/her regular work schedule, as may be required, to perform the functions of the office.

19.11 The job performance of all paraeducators will be evaluated annually, in writing, during each of the first three (3) years of employment and every other year thereafter using the mutually agreed upon instrument and process.

19.12 On conference days, if the principal determines in her/his discretion that there is available work that is appropriate for one or more paraeducators, the principal will allocate the work, in such manner as she/he determines, by offering it to a paraeducator or paraeducators wishing to perform it, up to two hours per day.

ARTICLE XX NOTICE OF VACANCIES

20.1. Whenever the School District decides to fill permanently a vacancy, written notice thereof will be given to the Association for posting on bulletin boards in the various schools or for other appropriate means of publication. No vacancy will be filled except temporarily within seven (7) calendar days from the mailing of such notice to the Association. Where it determines that it would be practicable to do so, the School District will post on its web-page any notice of vacancy it has decided to fill permanently, provided that any failure to do so shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XXI NO DISCRIMINATION

21.1. Neither the Committee nor the Association will discriminate against, restrain or coerce any paraeducator because of membership or non-membership in the Association or participation in its affairs or because of a paraeducator's race, color, creed, national origin, age, sex or marital status, or gender identity & expression.

21.2. The Association will not arbitrate any case pursuant to this section if the paraeducator pursues a claim arising out of the same facts in any other forum. The Association will not bring to arbitration any claim under this section until the statute of limitations for claims in other forums has run.

ARTICLE XXII CONTINUITY OF OPERATIONS

22.1. Neither the Association nor any Association officer, Association representative or paraeducator shall engage in, induce or encourage any strike (whether sympathetic, general or of any other kind), walkout, work stoppage, sit down, slow down, withholding of services, or any other interference with the operations of the school system. The School District agrees not to conduct a lockout.

22.2. The Association and its members, individually and collectively, agree that if there is a violation of Section 23.1, any or all paraeducators violating this clause will at the discretion of the School District be subject to disciplinary action, including discharge or suspension. Furthermore, the only question that will be subject to the grievance and arbitration procedure is that of participation or involvement as described above.

22.3. In the event of a violation of this Article, the School District or the Association, as the case may be, may at its option institute any or all proceedings in court at law or in equity or in arbitration pursuant to the procedure described in Article IV.

ARTICLE XXIII
RIGHTS OF COMMITTEE

23.1. 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 Hingham, the Committee has the responsibility for establishing educational policies and allocating resources for the Hingham Public Schools and the further responsibility for setting standards for the efficient and economical operation of the school system. The Committee has the final responsibility for establishing the educational policies of the public schools in Hingham.

23.2. Nothing in this Agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee, Superintendent and Principals by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth. Said rights and powers shall also include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement and the right to establish standards of performance.

23.3. As to every matter not expressly covered by this Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee, Superintendent and Principals retains exclusively to themselves all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

ARTICLE XXIV
EFFECT OF AGREEMENT

24.1. This instrument constitutes the entire Agreement of the Committee and the Association arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

24.2. The parties acknowledge that during the negotiations which resulted in this Agreement each has had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to, any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time this Agreement was signed.

24.3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

24.4. No provision of this Agreement shall be retroactive prior to the effective date.

24.5. Should any provision of this Agreement be or become invalid because of any existing or future provisions of law, court decision or administrative ruling, the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXV PRECEDENCE OF LAWS AND REGULATIONS

25.1. Achieving the educational objectives of the Hingham Public Schools is of paramount interest to the parties hereto, as well as in the public interest. In administering all matters covered by this Agreement, the School District and the Association are governed by the provisions of this Agreement and any existing or future laws and regulations and amendments thereto which may be applicable and this Agreement shall at all times be applied in accordance with and subject to such laws and regulations. Should any provisions of this Agreement be deemed to conflict with any such laws or regulations, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such laws or regulations.

ARTICLE XXVI SALARY/HOURLY RATES

26.1 Schedules A-1, A-2 and A-3 set forth the Salary/Hourly Rate Schedules effective from the first working day for paraeducators in the 2020-2021 school year through the last day immediately prior to the first working day for paraeducators in the 2022-2023 school year.

26.2 The Superintendent has full and complete authority to determine the initial salary placement of each new paraeducator. The parties recognize that there are a number of factors which may be considered by the School District as to salary placement in any particular case. These factors include, but are not limited to, qualifications and experience (teaching and non-teaching), needs of the school system, fiscal constraints, the availability of paraeducator applicants and other factors deemed relevant by the School District. The weight which is given to each such factor in any individual case shall be within the sole discretion of the Superintendent.

Each paraeducator who is offered employment shall be given a copy of the foregoing initial salary placement language for newly hired paraeducators and a copy of the salary schedule at the time of the notice of appointment.

26.3 Advancement on the salary schedules is granted at the discretion of the Superintendent to paraeducators who continue to demonstrate a high standard of paraeducator performance.

26.4 In the event that a paraeducator is assigned to replace a secretary for a period of three (3) full consecutive working days, the paraeducator shall be paid for the period of such assignment at the starting rate for the secretary replaced, and such pay shall be retroactive to the first full working day of such assignment.

26.5 A paraeducator who is assigned to substitute for a classroom teacher for a full day will be paid for seven (7) hours at the paraeducator's regular hourly rate for such day.

26.6 All payments under this agreement shall be by direct deposit. All paraeducator pay stubs shall be provided electronically, through the paraeducator's "self-service account".

26.7 Paraeducators shall accurately record their hours of work each working day by using a time clock or other time-recording system determined by the School District from time-to-time. Upon establishing a new time-recording system, the School District shall provide training to paraeducators in the use of that system.

ARTICLE XXVII JOINT COMMITTEE

27.1. There shall be a joint committee comprised of two (2) representatives appointed by the Superintendent and two (2) representatives appointed by the President of the Association which will meet semi-annually if the Association or the School District determines that there are matters of mutual concern to be discussed. It is understood that nothing discussed shall be deemed to change or modify the Agreement and any disagreements which are not otherwise grievable shall not be subject to grievance and arbitration.

ARTICLE XXVIII
LONGEVITY

28.1. Paraeducators shall be eligible for longevity pay in accordance with the following schedule:

<u>Length of Service in the Hingham Public Schools as of September 15 of the Year in Which Payment Takes Place</u>	<u>Amount of Longevity Pay</u>	
	<u>Longevity</u>	<u>Longevity with Educational Incentive*</u>
At least 5 years but less than 10 years	-	\$400.00
At least 10 years but less than 15 years	\$400.00	\$800.00
At least 15 years but less than 20 years	\$500.00	\$1,000.00
20 years or more	\$600.00	\$1,200.00

*Bachelors Degree or Higher

Longevity pay shall be paid as follows: One-half (1/2) of the applicable annual amount shall be payable as of December 31 to each eligible paraeducator and one-half (1/2) of the applicable annual amount shall be payable as of June 30. Notwithstanding the foregoing, initial eligibility shall be during the fiscal year following the paraeducator's tenth anniversary date. Subsequent increments will occur in the next full fiscal year following the paraeducator's fifteenth and twentieth anniversary dates. Longevity pay for a paraeducator who is resigning from the employ of the Hingham Public Schools shall be pro-rated from the date of the last longevity adjustment to the first day of the month in which the paraeducator's resignation is effective. In order to be eligible to receive any longevity payment, a paraeducator must have been in paid status (other than on workers' compensation) for at least half of the work days during the preceding six (6) month period.

"Length of Service" means a paraeducator's length of uninterrupted service in years, months, and calendar days in the Hingham Public Schools. Leaves of absence shall not be considered breaks in service; however, the length of time a paraeducator was absent from work on an unpaid leave shall not count for purposes of computing length of service.

ARTICLE XXIX
HOLIDAY PAY

29.1 Paraeducators shall be paid for each of the following holidays:

Columbus Day
Veterans' Day
Thanksgiving
Day after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King
Presidents' Day
Patriots' Day
Memorial Day

29.2 Effective commencing with the 2017 – 2018 school year, Labor Day shall be a paid holiday, so long as the paraeducator has attended any mandatory meeting occurring, or performed any other school obligation require to be performed, prior to Labor Day.

29.3 Holiday pay will be calculated by dividing by five the typical number of hours per week that the paraeducator is regularly scheduled to work.

ARTICLE XXX
PROFESSIONAL DEVELOPMENT

30.1 Paraeducators may attend any scheduled in-service program which is planned for their level, or any release day in-service program that, in the opinion of the immediate supervisor, is determined in advance to be relevant to their assignment. Each paraeducator must attend three (3) of such in-service programs during each of his/her first three (3) years of service of which the school department may designate one such program and the paraeducator may choose the remaining two. Thereafter, each paraeducator must attend any one of such in-service programs every year, provided that the school department may designate which program the paraeducator shall attend. In addition to (and not in lieu of) the trainings required above, paraeducators shall attend one annual training day on the second work day for classroom teachers or on such other date as the School District may determine from time-to-time. Attendance will be compensated at the regular hourly rate.

30.2 The Superintendent or his/her designee will annually meet with representatives of the Association to discuss the subjects and content of the in-service programs for the following year.

30.3 The School Committee will fund any professional development activity that a paraeducator is requested or required to attend (provided that courses required under Section 31.4 shall be subject to the limits and requirements of Sections 31.4 (a) & (b). Paraeducators may request, in writing and with the approval of their principals, workshop or conference fees for attending a paraeducator development activity of their choosing. Funding of such requests will be made at the discretion of the Assistant Superintendent who may consider relevance of the activity and the number of requests, in addition to the availability of funds.

30.4 The Committee will reimburse a paraeducator for tuition for a course taken at an accredited college or university, where such course has been approved by the Superintendent (which approval shall not unreasonably be denied) and is taken in order for the paraeducator to be able to meet any licensure or certification requirements required by applicable law in order for the paraeducator to continue in employment. A paraeducator may be reimbursed only for a course commenced after the completion of his/her first full year of employment as a paraeducator in the Hingham Public Schools. A paraeducator must advise the Superintendent by January 1 of the number of credits for the course he/she intends to take during the fiscal year July 1 through June 30 and the estimated amount of tuition reimbursement expected.

30.4(a) Reimbursement shall be provided for a maximum of one course per school year, and to a maximum amount per school year not greater than the cost of tuition for a typical three (3) credit course at Bridgewater State University.

30.4(b) To receive reimbursement the paraeducator must (a) complete the course with a grade of at least B- or equivalent, (b) present to the Superintendent the official transcript of the course and grade and a receipted bursar's bill within thirty (30) days after issuance of final grades, but not later than June 15 of any year, and (c) not be receiving financial assistance for such course tuition from any other source (e.g., scholarship, G.I. Bill).

ARTICLE XXXI TRANSFERS

31.1 The Association recognizes that some transfer of paraeducators from one school to another is unavoidable. They also recognize that frequent transfer of paraeducators disrupts the educational process and interferes with optimum paraeducator performance.

31.2 Paraeducators desiring a transfer will submit a written request to the Superintendent, Principal of present school and Principal of the transfer school stating the assignment preferred. To be considered for the next school year, such requests must be submitted between the start of school and May 1 of the current school year. Requests must be renewed each year.

31.3 If a position becomes vacant during the summer, the vacancy shall be posted on-line.

31.4 In the case of an involuntary transfer, the needs of students, seniority and training will be considered when determining which paraeducator will be transferred, recognizing that the final decision shall be made in the judgment of the principal(s) involved and the Superintendent.

31.5 A reassigned paraeducator shall be given 10 calendar days' notice when reasonable if a transfer takes place during the school year. The reassigned paraeducator will be provided with the reason(s) for the transfer prior to the transfer being implemented.

31.6 Paraeducators will be notified of any changes in their assignment that occur over the summer as soon as reasonably possible and given an opportunity to meet with the Administration as to the reason for the change.

31.7 If needed the paraeducator will receive appropriate training/support for the position to which he/she is being transferred.

ARTICLE XXXII BREAKS

- 32.1 A paraeducator whose assignment is 30 or more hours per week (6 hours per day) will be entitled to a paid, duty free lunch period of 30 minutes at the elementary school and 24 minutes at the secondary schools;
- 32.2 A paraeducator whose assignment is 25 or more hours per week (5 hours per day) but less than 30 hours per week will be entitled to a paid break period of not more than 15 minutes; and;
- 32.3 A paraeducator whose assignment is less than 5 hours per day will not have a scheduled break period.

ARTICLE XXXIII
DURATION

This Agreement shall become effective as of August 31, 2020 and shall remain in effect to and including August 31, 2023. Either party to this Agreement may initiate negotiations for a successor agreement to this Agreement to be effective on or after September 1, 2023 by tendering written notice to the other party on or after September 1, 2022.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed and delivered by their duly authorized representatives as of the date on which the Agreement has been fully ratified by both of the parties.

HINGHAM EDUCATION ASSOCIATION
UNIT B (PARAEDUCATOR UNIT)

HINGHAM SCHOOL COMMITTEE

<p>By <u>Bonnie McArthur</u> Bonnie McArthur</p>	<p><u>Kerry Ni</u> 1/26/2021 Kerry Ni, Chair</p>
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SCHEDULE A-1

Effective first working day in 2020-2021 school year through immediately prior to the first working day in 2021-2022 school year, the School Committee will increase each step on the salary scale by two percent (2.0%).

Step 1	\$16.77
Step 2	\$17.10
Step 3	\$17.52
Step 4	\$17.87
Step 5	\$18.77
Step 6	\$19.14
Step 7	\$20.61

SCHEDULE A-2

Effective first working day in 2021-2022 school year through immediately prior to the first working day in 2022-2023 school year, the School Committee will increase each step on the salary scale by two percent (2.0%).

Step 1	\$17.11
Step 2	\$17.44
Step 3	\$17.87
Step 4	\$18.23
Step 5	\$19.15
Step 6	\$19.52
Step 7	\$21.02

SCHEDULE A-3

Effective first working day in 2022-2023 school year through immediately prior to the first working day in 2023-2024 school year, the School Committee will increase each step on the salary scale by two percent (2.0%).

Step 1	\$17.45
Step 2	\$17.79
Step 3	\$18.23
Step 4	\$18.59
Step 5	\$19.53
Step 6	\$19.91
Step 7	\$21.44

A paraeducator shall be eligible for advancement on this schedule, subject to Article XXVI, if the paraeducator has worked at least one-half of the assigned work year for the prior year.

SUPPLEMENTAL AGREEMENT

In order to provide for the orderly implementation of the 1999-2000 Collective Bargaining Agreement between the Hingham School Committee and the Hingham Teachers Association, Paraprofessional Unit (the "Agreement"), the parties to the Agreement hereby further agree as follows:

1. All paraprofessionals who, as of May 3, 1999, are regularly scheduled to work at least twenty-four (24) hours per week shall continue to be eligible for the vacation, holiday pay, personal days, longevity pay, bereavement days and paid sick leave benefits provided under the School District's "1998-1999 Teacher Assistant Salary and Fringe Benefit Guidelines (For employees who work twenty-four or more hours per week on a regular basis)," a copy of which is appended hereto. Such eligibility shall continue only for so long as such paraprofessionals remain employed by the School District without break in service (other than any approved leaves of absence) and continue to be regularly scheduled to work as a paraprofessional for at least twenty-four (24) hours per week. So long as they continue to be eligible for the benefits provided under said guidelines, such paraprofessionals shall not be eligible for the holiday pay, longevity pay, bereavement days, paid sick leave and attendance incentive pay benefits provided under the Agreement. It is agreed that, as of May 3, 1999, the following paraprofessionals are regularly scheduled to work at least twenty-four (24) hours per week:

Gail O'Neil
Diane Grassia
Elaine Foley
Gail Georges

2. For the period ending with the completion of the 1998-1999 school year (but not thereafter), paraprofessionals regularly scheduled to work fewer than twenty-four (24) hours per week shall continue to be eligible for attendance incentive benefits in accordance with Paragraph 5 of the School District's "1998-1999 Teacher Assistant Salary and Fringe Benefit Guidelines (For employees who work less than twenty-four hours per week on a regular basis)," a copy of which is appended hereto.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed and delivered by their duly authorized representatives as of the date on which the Agreement has been fully ratified by both of the parties.

HINGHAM EDUCATION ASSOCIATION
UNIT B (PARAPROFESSIONAL UNIT)

HINGHAM SCHOOL COMMITTEE

By Nancy Johnson
Nancy Johnson
1/11/08

Chrisanne Gregoire
Chrisanne Gregoire