

Agreement

between

THE SCITUATE SCHOOL COMMITTEE

and



PARAPROFESSIONALS CHAPTER

September 1, 2022 - August 31, 2025

www.seiu888.org

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This Agreement made and entered into this 19th day of August by and between the School Committee of Scituate (hereinafter referred to as the "Committee") and Service Employees International Union, Local 888, Scituate Paraprofessionals Chapter (hereinafter referred to as the "Union").

ARTICLE 1

RIGHTS OF THE SCHOOL COMMITTEE

It is recognized that, in addition to other functions and responsibilities, the Committee has and will retain the sole right and responsibility to direct the operations of the employees and the schedule of shifts and hours of work; and to select, hire, and demote members, including the right to make and apply rules and regulations of discipline, efficiency and safety.

The Committee shall also have the right and responsibility to discharge or otherwise discipline any employees for just cause, to promote and to transfer, and to lay off because of lack of work or other cause unless otherwise hereinafter provided.

ARTICLE 2

RECOGNITION

The Committee recognizes Service Employees International Union Local 888 as the exclusive collective bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for all full-time and regular part-time Instructional and Specialized paraprofessionals including Van Monitor, Cafeteria Hostesses, Computer Technician, Districtwide Tutor, iExcel Job Site Coordinator, Library Paraprofessionals and Certified Nurse Assistants excluding non-employee home and hospital tutors and all managerial, confidential, casual and all other employees of the Scituate School Committee.

ARTICLE 3

PROTECTION FROM COERCION

Employees covered by this Contract, shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist unions, or to refrain from such activity, to hold office in and participate in the management of the Union, to act in the capacity of Union representative, and to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other lawful mutual aid or protection, except that no official of the Town of Scituate shall participate in the management of the Union or act as its representative.

ARTICLE 4

NON-DISCRIMINATION

Neither the Committee nor the Union will discriminate against any employee covered by this Contract or applicant for employment on the basis of race, creed, color, ancestry, religion, sex, age, national origin, sexual orientation, physical handicap, political belief or affiliation, marital status, parental status, or union membership or activity. Any alleged violation(s) of this section shall not be subject to the grievance and arbitration procedure but may be pursued through the courts or any agency having jurisdiction over the subject matter involved in such a grievance.

ARTICLE 5

DUES DEDUCTION

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts, and, in accordance with, shall certify to the Town Treasurer all payroll deductions for the payment of dues, agency fee and COPE to the Union duly authorized by employees covered by the contract. The district acknowledges and will comply with Massachusetts General Laws, Chapter 150E and Section 12.

On September 1 of each year the Employer will electronically forward a data file to the Union for all employees whose job title is represented by the Union. The file shall include the employee's legal name, home address, phone number, personal email if available, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email and work phone number if applicable.

The Employer will send a revised data file whenever a termination or new hire takes place. At the end of each month, the Employer via the Town Treasurer will electronically forward a data file to the Union for all employees for whom dues or agency fees have been deducted. Union dues will be deducted two pay periods per month.

The Union agrees that it will hold the Committee harmless from any suits and/or litigation related to the enforcement of the Agency Fee, including but not limited to attorney's fees.

ARTICLE 6

PERSONAL DAYS

Three (3) day's absence with pay per year, in addition to sick leave, will be granted by the Administration for the transaction of necessary business which cannot be conducted after school hours or on no-school days. Prior approval of the Administration shall be one of the conditions for granting the request; however, it will be necessary for the employee to provide a reason for the absence. All unused personal days will roll into employee Sick Bank at the end of each school year.

ARTICLE 7

SICK LEAVE

Employees will accrue sick leave at the rate of 1.25 days for each month of service. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit and not used in the current year, will be accumulated for use in subsequent years to a maximum of 120 days. After one year of continuous employment, the employee's sick leave for the year will be credited in advance, subject to a pro-rata refund if the employee resigns before serving the full year. Employees shall be able to use sick leave for their own illnesses and doctor's appointments as well as up to five (5) days per school year for the illness or doctor's appointments of a family or household member.

Sick Leave Bank:

The basic purpose of the Sick Leave Bank, hereafter referred to as the Bank, is to provide additional sick days to a member who has exhausted his/her own sick days and is in an extended illness situation. The Bank is designed to not present any additional cost to Scituate Public Schools in terms of sick days or management of the program. The intent is to provide income through sick days, to the unfortunate member in need of them, by the membership as a whole.

The following will be the format of the functioning and administration of the Bank:

- The administration of this Bank shall be vested in a Sick Leave Bank Committee, hereafter referred to as the Committee, comprised of four (4) persons, two (2) who shall be elected by the Union and two (2) appointed by the Scituate Public School Committee.
- Upon the effective date of this agreement a voluntary sick leave bank shall be established for eligible members covered by this agreement who have:
 - Been employed at least one full year in the Scituate Public Schools
 - Has a documented illness
 - Exhausted their own sick leave and personal days
- At the beginning of each school year each eligible member of the paraprofessional staff covered by this agreement shall contribute (1) day of his/her annual allotment of sick leave in order to fund the bank. Unused sick bank days shall be carried forward from school year to school year.
- After a member has accumulated the maximum number of sick days, currently one hundred and twenty (120) days, he/she may donate a maximum of two (2) days per fiscal year as long as he/she remains above the maximum accumulation.
- Only those employees who are active members will be eligible to apply for use of sick leave days from the Bank.

- A member must request use of Bank days by submitting a written request to the Committee Chairperson on a form approved by the Committee.
- Any member of the Bank who requests use of Bank days agrees to permit the Committee access to his/her attendance and sick leave records.
- The Committee shall vote on each request of Bank days and report their vote to the Superintendent. Approval of the Committee is necessary to be entitled to the use of Bank days.
- The denial of the Committee is not subject to the grievance and arbitration procedure of the collective bargaining agreement.
- The Committee has the right, in case the Bank has depleted all of its days, to come before the membership for additional contribution of sick days, subject to a majority vote of members present at the meeting.
- A member, who has used Bank days, may at his/her discretion repay any or all days used.
- An employee, who is an active member of the Bank and is ill and unable to contribute sick leave days on September 15th or at request time, shall not be penalized or removed from membership

ARTICLE 8

PARENTAL LEAVE

Parenting Leave:

Parenting leave for the purpose of giving birth or for adopting a child to care for a newborn child or a child placed in the member's home through adoption, foster care, or court placement, as described in and as defined by M.G.L. Chapter 149, Section 105D, may be granted to a paraprofessional for a period of eight (8) weeks if she/he has been employed for three (3) consecutive months and gives two (2) weeks' notice prior to her/his departure date. Those members who are also eligible for leave under the Family Medical Leave Act may be granted up to a total of twelve (12) weeks leave.

Those who have accrued sick leave benefits may use these benefits under the same terms and conditions which apply to other temporary disabilities for the period of his/her disability as certified by the member's health care provider. The use of accrued sick leave benefits for adoption shall be limited to no more than eight (8) weeks.

Those members not eligible to use accrued sick time may use up to ten (10) days of accrued sick leave, immediately following the birth or placement of the child in the member's home. The remaining period of leave granted under this section will be unpaid.

Child-Rearing Leave:

An employee on maternity or paternity parenting leave may request to extend such leave which extended leave shall then be referred to as Child-Rearing leave. An employee on Child-Rearing leave shall be permitted to return the 1st or 2nd September work year following the birth, or adoption, or placement of the child. Such employee shall notify the Superintendent in writing by February 1 of her/his intent to return the following September. Under normal circumstances, in the event of a birth, or adoption, or placement of a child after February 1, the paraprofessional shall notify the Superintendent in writing within eight weeks after the birth, adoption or placement of the child of her/his intent to return the following September. The Child-Rearing leave under this section is without pay.

ARTICLE 9**SICK LEAVE BUYBACK**

When an employee's service is terminated by retirement, resignation or death, he/she (or, in the event of death, the estate), shall be entitled to receive compensation for unused sick leave credit accumulated in excess of the maximum accumulation allowed at the rate of \$12.00 per hour. In order to be eligible for sick leave buyback an employee must notify the Superintendent in writing thirty (30) days prior to resignation or retirement. Members of this Collective Bargaining Agreement who give notice on or before December 31, 2022, of retirement at the end of the 2022-2023 school year shall receive a bonus of \$1,000.00. Compensation for the sick leave credit shall be made on the next regular payroll following the retirement/resignation date or the date of death.

ARTICLE 10**WORKERS' COMPENSATION**

All bargaining unit employees shall be covered by workers' compensation. Employees who are on worker's compensation may, upon request, charge the difference between their compensation payments and their weekly (regular) salary against accumulated sick leave. If a question exists as to whether an employee is entitled to compensation under the Worker's Compensation Act, it is agreed that pending resolution of said question, the employee may draw sick leave benefits. As a condition for said benefits, the employee shall enter into a written agreement with the Committee, wherein he/she agrees to reimburse the committee for such payments that in combination with the worker's compensation benefits, exceed the employee's regular (weekly) salary, in the event he/she received worker's compensation benefits for said period. In the event that an employee reimburses the committee for sick leave benefits, the amount in hours, reimbursed will be re-credited to the employee's sick leave accumulation.

ARTICLE 11**JURY DUTY AND COURT SUMMONS**

An employee covered by this Contract who is called for jury duty shall be granted leave of absence, without loss of pay. The Committee will pay such employee such sum of money as,

when added to the amount received by the employee as compensation for jury service (not including compensation for travel and meals), will result in the payment to him/her of his/her full salary for a regular workweek.

Any employee who is subpoenaed as a witness in a civil or criminal proceeding will be granted such day or days off without loss of pay. The employee will be required to submit a copy of the subpoena to the Superintendent in order to be eligible for the benefits of this section.

ARTICLE 12

BEREAVEMENT LEAVE

Employees shall be entitled to emergency leave with pay for four (4) days in the event of a death in their immediate family (wife, husband, mother, father, child, brother, sister, brother-in-law, sister-in-law, parent-in-law, son-in-law, daughter-in-law, grandparent, grandchild, stepmother, stepfather, stepsister, stepbrother and stepchild, or member of household). A member of the household includes anyone who is part of or who resides with the same family unit as the employee's and who is generally regarded as a member of the family. Additional funeral leave, and/or bereavement leave for persons other than those specified above, may be granted at the discretion of the Superintendent.

ARTICLE 13

OVERTIME

All work in excess of eight (8) hours a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1.5) of the employees' regular rate of pay.

Overtime compensation may be taken at the employee's option in the form of compensatory time at the rate of time and one-half (1.5), or double time rate to be scheduled with the approval of the employee's immediate supervisor. Double time applies to weekends and holidays.

ARTICLE 14

MILEAGE

All employees shall be reimbursed for miles traveled in connection with their duties, at the rate approved by the Town of Scituate for municipal employees, plus tolls or parking fees, provided said travel has been authorized by the employee's principal or the principal's designee.

ARTICLE 15

PERSONNEL FILES

All files for Employees shall be maintained under the following conditions:

- No derogatory material relating to any employee's conduct, service, character or personality shall be placed in the files unless the employee has had the opportunity to read the material.
- The employee shall acknowledge that he or she has read such material by affixing his or her signature on an actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the material to be filed. Such signature does not necessarily indicate agreement with its contents.
- The employee shall have the right to answer any material filed and to have that answer attached to the original material and placed in the files.
- Upon request of the employee, he or she shall be given access to all his or her files.
- Upon request, the employee shall be furnished a copy of any material in his or her files.

ARTICLE 16

DISCIPLINE AND DISCHARGE

Employees have the right to have a Union Steward or representative present in any disciplinary action, or any meeting which the employee feels might lead to disciplinary action, including warning or reprimand of any employee.

It is recognized that in addition to other functions and responsibilities, the Committee, the Superintendent and/or the Principals have and will retain the sole right to direct the operations of the employees, to schedule shifts and hours of work, and to select, hire, promote, transfer and discipline employees including the right to make and apply rules and regulations pertaining to discipline, efficiency and safety. No employee shall be disciplined except with valid reasons. Such discipline shall not be subject to arbitration.

The Principals and the Superintendent shall also have the right and responsibility to discharge and lay off employees. No employee shall be discharged without just cause. Layoffs due to declining enrollment, fiscal constraints, program modifications and/or reorganizations are not subject to just cause.

ARTICLE 17

UNION RIGHTS

The Union shall have access to meeting space on school premises, for union meetings, free of charge, provided such meetings will not take place during regular hours or when other events are scheduled for the meeting space in accordance with the Committee's School Building Use Policy. It is understood the Union is classified as an organization with direct school connections.

The Union stewards will receive one (1) day leave each with pay per fiscal year for purposes of attending to Union business, including attending arbitrations, hearings, meetings, trainings, conventions, etc. with prior approval of the School Business Administrator.

ARTICLE 18

WAGES & PAYMENT OF SALARIES

The salaries of all employees covered by this agreement are set forth in Appendix A attached hereto and made a part hereof, reflecting the parties' agreement for the period September 1, 2022 through August 31, 2025.

Effective September 1, 2022, the salaries for paraprofessionals shall increase by 2.5%.

Effective September 1, 2023, the salaries for paraprofessionals shall increase by 3.0%.

Effective September 1, 2024, the salaries for paraprofessionals shall increase by 2.0%

Employees will receive their pay in equal amounts over twenty-one (21) pay periods per school year. Paychecks shall be direct deposited into an account specified by the employee. The town reserves the right to require all employees receive paperless pay.

At the start of each school year, each employee will be sent a statement that includes the number of hours worked, rate of pay, and the salary that will be received for each of the twenty-one (21) pay periods in the school year. This statement will also include the calculation used to determine the amount of the employee's bi-weekly pay.

If a paraprofessional resigns from their position midyear, all additional money due will be paid to the employees through an adjustment to the employee's final paycheck.

An employee who works more than their scheduled hours, or is due additional benefit time, will complete a time card for the extra hours worked or additional benefit time due.

On September 1st of each year, each employee shall move up to the next highest step within his or her classification.

ARTICLE 19

LONGEVITY

The longevity allowance will be paid in separate checks each July to all employees who have met the required years of service. Employees whose tenth, fifteenth or twentieth anniversary date occurs after July 1st will receive a prorated payment on their anniversary date. Employees whose anniversary date occurs in September and indicate intent to resign or retire by June 30 of the preceding school year shall receive their full payment on July 1.

Employees will receive a longevity allowance in accordance with the following schedule:

Years of Service Completed	10	\$825
	15	\$875
	20	\$925

ARTICLE 20

APPOINTMENTS AND FILLING OF VACANCIES

The School Department will send an annual appointment letter to each aide and tutor as soon as possible after annual appointment letters are sent to teachers.

A vacancy is defined to include the following: an opening caused by promotion, death, retirement, permanent disability, resignation, discharge or the creation, refunding, or reclassification of a position, provided that a job which is reclassified in which there is an incumbent shall not be posted.

In order to fill a vacancy, the position must be posted. The Committee shall post a notice for all vacant positions it intends to fill via SchoolSpring or other electronic means. A notice of postings shall also be sent via the SPS email system, inclusive of the Union Steward.

All vacancies shall be posted for at least five (5) calendar days. All other factors being equal, preference shall be given in filling vacancies on the basis of the length of the applicant's service in Scituate. All applicants currently employed in a position included in the bargaining unit will be given an interview for any vacancy for which they apply provided that they meet the minimum qualifications as set forth in the posting of the vacancy.

The following information shall be included in each posting: date posted, job title, classification, hours, salary, qualifications, job description (if one exists), work location, and an application deadline.

New employees may, at the discretion of the Superintendent, be credited to higher steps for prior relevant experience.

ARTICLE 21

SENIORITY

A system-wide seniority list shall be maintained for bargaining unit members. Seniority shall be defined as beginning the first day of uninterrupted service in a position covered by the bargaining unit. Service as a substitute, if immediately prior to assuming a bargaining unit position, will constitute the first day of uninterrupted service. If an employee does not work over the summer or other school recesses, this shall not count as an interruption in service. Members of the bargaining unit shall be provided the most recent system-wide seniority list on or before April 1 of each school year. If no challenge to the list is made by any employee within thirty (30) days of receipt of the list, the list shall stand as written.

ARTICLE 22

LAYOFF AND RECALL

In the event of a reduction-in-force or reorganization which would result in the elimination of any bargaining unit position, the Committee shall provide the affected employee(s) notice as soon as possible but in no event less than thirty (30) days prior to the effective date of the layoff(s) or displacement.

Layoff or reduction in hours shall be accomplished by reverse seniority within each classification, except that a person who is qualified to serve in another classification may bump the least senior person in such classification, provided that the person doing the bumping *is qualified and* has more seniority than the person being bumped. In the event that an employee's position is eliminated, he or she may bump the least senior person in his or her classification or if there is no less senior person within the employee's own classification, the employee may bump the least senior person in another classification, provided that the person doing the bumping has more seniority than the person being bumped and provided that the employee doing the bumping is qualified to serve in the new classification.

For the purpose of this article "qualified" shall mean having the training, knowledge, skills, and capacity to perform the job. What is required to do the job shall be determined by the Principal and/or Superintendent or designee and the job description (if one exists). In the event that two or more employees have identical qualifications seniority shall prevail. In the event that two or more employees have identical qualifications and seniority, the tie shall be broken by a drawing of lots. After layoffs occur, if vacancies or new positions occur or if previous position(s) are refunded, within the bargaining unit, these positions shall be filled by recall of laid off employee(s). Employees who are laid off shall be recalled by reverse order of layoff. An employee's name shall be retained on the recall list for a period of eighteen (18) months. In the case of recall, employees shall be notified by certified mail to their last address of record left with the Committee. If recalled, an employee will be credited with the years of service and accrued leave accumulated as of the date of his or her layoff.

ARTICLE 23

INSURANCE

All bargaining unit employees who work a minimum of twenty (20) hours a week during a regularly scheduled work week will be entitled to participate in any group health, dental and life insurance programs offered by the Town of Scituate.

ARTICLE 24

PENSION PLAN

Employees will be eligible to participate in the retirement plan offered by the Town of Scituate in accordance with the requirements of M.G.L. c. 32.

ARTICLE 25

FLEXIBLE BENEFITS PLANS

Members of the Bargaining Unit may participate in the contributory benefits plan.

ARTICLE 26

WORKING OUT OF CLASSIFICATION

If an employee is assigned to a position in a higher classification, the employee will be paid at the first step of the salary schedule in the new classification provided it's the first year worked in that classification. Employees with prior years' experience paid at a higher classification will receive credit for those years of service and be placed at the appropriate step on the schedule. Employees who are assigned to a lower classification will return to the step consistent with total years of experience.

ARTICLE 27

JOB DESCRIPTIONS

The Association recognizes the right of the Committee to develop complete job descriptions and to publish these descriptions in job postings or other appropriate places. In the event that a change in an existing job description impacts upon the terms and conditions of employment of the bargaining unit, the Committee agrees to follow the requirements of Chapter 150E of the General Laws.

ARTICLE 28

EDUCATION ALLOWANCE

The Committee agrees to pay all necessary costs (e.g. registration, books, fees and tuition) for all employees required by the Principal or Early Childhood Coordinator to attend any training programs.

ARTICLE 29

TUITION REIMBURSEMENT

Each employee may receive reimbursement for one hundred percent (100%) of actual verified costs for educational courses, on a first-come, first-serve basis, up to a maximum of one thousand dollars (\$1,000) per contractual year; provided however, that in no event shall the costs to the Committee in any one contractual year exceed ten thousand dollars (\$10,000). In order to qualify for reimbursement, each course must be offered by an accredited college or university, and must be related to the employee's job duties. Certificate courses from any establishment shall also qualify as long as they are related to the employee's duties.

ARTICLE 30

LENGTH OF WORK YEAR

The paraprofessionals work year shall be the student calendar year per assignment, plus two professional development days. Professional Development days for the upcoming school year will be scheduled no later than June 30 of the previous year. Paraprofessionals will work a full work day as do all educators on scheduled delayed opening days.

ARTICLE 31

LENGTH OF WORK DAY

The length of the paraprofessionals work day shall be six and one-half (6.5) hours per day, exclusive of lunch, unless otherwise noted in the appointment letter. Those employees working in more than one program shall have their hours calculated by combining the hours of the two or more programs.

ARTICLE 32

DUTY FREE LUNCH

All employees who work at least four (4) hours a day, shall be given a duty free unpaid lunch period at least equal to the lunch period provided the teaching staff in the school where they are assigned.

ARTICLE 33

IN-SERVICE COURSES

Bargaining Unit employees shall be eligible, at the employer's discretion, to participate in the in-service courses offered to teachers. Bargaining Unit employees who attend in-service programs at the request of the employer will be paid at their regular hourly rate.

ARTICLE 34

SUBSTITUTES

Any employee assigned as a substitute teacher will be paid an additional \$10.00 per block of time. Substitute coverage entered into the substitute software program will be paid within the appropriate bi-weekly payroll. Payment for individual block coverage will be made in December, by December 31st and in June by the last day of the school year provided the paraprofessional and the principal certify the number of blocks covered by submitting forms provided by the district.

ARTICLE 35

EVALUATIONS

Each employee will have the opportunity to write a response to each of his/ her performance evaluations and have those responses attached to the evaluations and become part of the official record.

ARTICLE 36

EMPLOYEE RIGHTS

Employees will be provided designated space for personal items. Each principal will designate a bulletin board which employees and the Union may use for posting notices.

The Committee agrees to present each new employee, at the time of employment, with any existing information on the following:

Retirement Plan

Federal Withholding Tax Forms

Massachusetts State Tax Forms

Information concerning health and life insurance for employee and family from the Town Hall

A copy of their job description, if one exists

Information on their hours (letter of appointment or notice of hours)

Information relative to the Family and Medical Leave Act

ARTICLE 37

EMERGENCY SUSPENSION OF SCHOOL

All bargaining unit members will not have to report for work when school is canceled. When opening is delayed, employees will report in accordance with the delay schedule and will be paid at their regularly daily rate.

ARTICLE 38

PERMANENCE OF EMPLOYMENT

When the individual child assigned to a one-on-one aide is absent from school, the aide shall report to the principal and will be assigned other work. With the principal's approval, the aide may elect to take said time off without pay. This does not preclude a layoff during the school year.

ARTICLE 39

HEALTH AND SAFETY

When the Committee, in conjunction with the nurse and school physician, determines immunizations are necessary, they either will be provided by the employer or employees will be reimbursed for the cost of said shots not covered by health insurance.

ARTICLE 40

MISCELLANEOUS DUTIES

Any bargaining unit employee who is required by the Superintendent's Designee to attend open houses and meetings which are held before and/or after regular hours of work shall be compensated at the employee's regular rate of pay.

ARTICLE 41

LABOR/MANAGEMENT COMMITTEE

Upon receipt of a request from SEIU, a designated representative of management will meet two times per year with a committee consisting of two members of the Union to discuss work-related issues and concerns.

ARTICLE 42

SAVINGS CLAUSE

If any provision of this Contract is, or shall at any time be found to be contrary to law, then such provision shall not be applicable or performed, except to the extent permitted by law.

In the event that any provision of this Contract is, or shall be found at any time, contrary to law, all other provisions of this Contract shall continue in effect.

ARTICLE 43

GRIEVANCE PROCEDURE

It is the declared objective of the parties to encourage prompt and equitable resolution of all grievances. An employee or group of employees shall have the right to present a grievance and have it promptly considered on its merits. Employees subject to this Contract, and stewards representing them, shall not suffer a loss of pay for time spent in grievance and arbitration hearings if scheduled during working hours. Specific information on individual cases will be provided to the Union, upon the Union's request.

As used in this Article, the term "person" or "employee" or "grievant" shall mean also a group of employees having the same grievance.

A grievance is defined as any dispute involving the interpretation and application of a specific provision of this Contract.

ADJUSTMENT OF GRIEVANCES:

Step 1:

The grievance shall be presented in written form to the employee's immediate supervisor within ten (10) calendar days of the occurrence of the event upon which the grievance is based or within ten (10) calendar days of when the employee first knew, or should have known, of the occurrence upon which the grievance is based. The written grievance shall include:

- Name of grievant
- A statement of the grievance and the facts involved
- The remedy requested
- Name of the Union Representative (2)
- Signature(s) of the grievant(s) or Union Representative.

The immediate supervisor shall hold a meeting on the grievance within seven (7) calendar days of the receipt of the written grievance, and shall give his or her answer in writing within five (5) calendar days of the date of the meeting. Copies of the written decision shall be sent both to the grievant and to the Union.

In the event that the immediate supervisor is the Principal or Program Coordinator, the grievance shall be governed by Step 3, eliminating Step 2.

Step 2:

If the grievance is not satisfactorily settled at Step 1, it shall be submitted in writing to the Principal/Program Coordinator or his or her designee within seven (7) calendar days of receipt of the answer from the immediate supervisor. The Principal/Program Coordinator or his/her designee shall hold a meeting on the grievance within seven calendar days of the receipt of the submission and shall give a written answer within five (5) calendar days of the date of the meeting. Copies of the written decision shall be sent both to the grievant and to the Union.

Step 3:

If the grievance is not satisfactorily settled at Step 2, it shall be submitted in writing to the Superintendent within seven (7) calendar days of the receipt of the answer of the Principal/Program Coordinator. The Superintendent shall hold a meeting on the grievance within seven (7) calendar days of the receipt of the submission and shall give a written answer within five (5) calendar days of the date of the meeting. Copies of the written decision shall be sent both to the grievant and to the Union.

Time Limits and Initiation of Grievances at Higher Steps

The time limits specified in any step of this procedure may be extended by mutual written agreement of the parties.

Grievances arising from the actions of the Principal/Program Coordinator may be initially filed at Step 2, skipping Step 1. Grievances arising from the actions of the Superintendent or the Committee may be initially filed at Step 3, skipping Steps 1 and 2.

If any of the employer's representatives fail to provide a written decision within the specified time limits, the grievance shall be considered denied at that level and the Union may proceed to the next level.

Step 4: Arbitration:

If the grievance is not satisfactorily settled at Step 3, it may be submitted by the Union to arbitration. A written demand for arbitration must be received by the Committee within thirty (30) calendar days of receipt of the Step 3 answer.

It is agreed that during the term of this Contract the arbitrator to whom the grievance shall be referred to for a decision shall be mutually selected by the Committee and the Union. If the parties fail to select an arbitrator, the grievance shall be presented to the American Arbitration Association for disposition. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding.

The arbitrator shall issue his or her written decision not later than thirty (30) calendar days from the date of the close of the hearings, or, if oral hearings are waived, then from the date of transmitting the final statements and proofs to the arbitrator.

The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall not have power to add to, subtract from, or modify any of the terms of this Contract. The arbitrator's fee shall be shared equally by the Union and the Committee

ARTICLE 44

DURATION

The duration of this Contract shall extend from September 1, 2022 through August 31, 2025 and shall be automatically renewed from year to year unless either party gives notice, in writing, no later than February 1, 2025 of its intent to terminate amend or modify the Contract. In the event that a modification or amendment to this Contract has been mutually agreed upon, such modification or amendment shall be reduced in writing and shall become a part of this Contract.

Except as otherwise provided herein, this agreement shall take effect as of the date of execution and shall continue in full force and effect until superseded by a new Collective Bargaining Agreement.


This document constitutes the entire Agreement between the parties for the term hereof as to all matters subject to collective bargaining under the laws of the Commonwealth of Massachusetts.

SIGNED this 1st day of November, 2022

**SCHOOL COMMITTEE
TOWN OF SCITUATE**

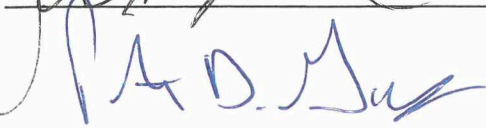


Its Chairperson, Scituate School Committee









**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 888**



Its Representative, SEIU Local 888

APPENDIX A

2022-2025 Salary Schedule - Paraprofessionals

2022 - 2023 2.5%	A	B	C	D
Step 1			\$ 22.49	\$ 29.50
Step 2			\$ 23.19	\$ 30.42
Step 3	\$ 17.10	\$ 17.65	\$ 23.91	\$ 31.34
Step 4	\$ 18.41	\$ 19.00	\$ 24.76	\$ 32.47
Step 5	\$ 19.49	\$ 20.13	\$ 25.54	\$ 33.50
Step 6	\$ 20.24	\$ 20.89	\$ 26.50	\$ 34.74
Step 20	\$ 20.85	\$ 21.52	\$ 27.30	\$ 35.78

2023 - 2024 3.0%	A	B	C	D
Step 1			\$ 23.16	\$ 30.38
Step 2			\$ 23.89	\$ 31.33
Step 3	\$ 17.61	\$ 18.18	\$ 24.62	\$ 32.29
Step 4	\$ 18.96	\$ 19.57	\$ 25.50	\$ 33.44
Step 5	\$ 20.08	\$ 20.74	\$ 26.31	\$ 34.50
Step 6	\$ 20.85	\$ 21.52	\$ 27.30	\$ 35.78
Step 20	\$ 21.47	\$ 22.16	\$ 28.11	\$ 36.85

2024 - 2025 2.0%	A	B	C	D
Step 1			\$ 23.62	\$ 30.99
Step 2			\$ 24.36	\$ 31.96
Step 3	\$ 17.96	\$ 18.55	\$ 25.11	\$ 32.93
Step 4	\$ 19.34	\$ 19.96	\$ 26.01	\$ 34.11
Step 5	\$ 20.48	\$ 21.15	\$ 26.84	\$ 35.19
Step 6	\$ 21.26	\$ 21.95	\$ 27.84	\$ 36.50
Step 20	\$ 21.90	\$ 22.61	\$ 28.68	\$ 37.59

Step 20: Attainment of Step 20 requires twenty years of service as a paraprofessional with the Scituate Public Schools.

APPENDIX A

2021-2022 Salary Schedule - Paraprofessionals

2021 - 2022 1.25%	A	B	C	D	91 Days 8/31/21 - 2/1/22
Step 1			\$21.67	\$28.42	
Step 2			\$22.35	\$29.31	
Step 3	\$16.47	\$17.01	\$23.03	\$30.20	
Step 4	\$17.74	\$18.31	\$23.85	\$31.29	
Step 5	\$18.78	\$19.40	\$24.61	\$32.28	
Step 6	\$19.50	\$20.13	\$25.54	\$33.47	

2021 - 2022 1.25%	A	B	C	D	91 Days 2/2/22-6/27/22
Step 1			\$21.94	\$28.78	
Step 2			\$22.63	\$29.68	
Step 3	\$16.68	\$17.22	\$23.32	\$30.58	
Step 4	\$17.96	\$18.53	\$24.15	\$31.68	
Step 5	\$19.02	\$19.64	\$24.92	\$32.68	
Step 6	\$19.74	\$20.38	\$25.85	\$33.89	