

**Holyoke Association of
Paraprofessionals
and
Holyoke Public Schools**

Collective Bargaining Agreement
July 1, 2020 - June 30, 2023

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PART I – INTRODUCTION

Central to the vision of the Holyoke Public Schools is the empowerment of individual schools in a decentralized district environment. In the past, common terms and conditions of employment have been centrally negotiated and uniformly applied, regardless of each school's unique needs. Moving forward, local stakeholders will determine the nature and utility of terms and conditions of employment previously set centrally, consistent with the directives of and subject to the approval of the Superintendent.

In addition to school empowerment, several other guiding principles influenced this document.

- **Respect for Educational Support.** This document presents professional policies for working conditions, compensation, and evaluation of paraprofessionals.
- **Flexibility to Drive Rapid Student Progress.** This document preserves the ability to make necessary changes quickly for the benefit of improving student outcomes.
- **Effective Use of Resources.** Given the historically tenuous financial circumstances of the District, a conscious effort was made to align scarce resources with educational priorities.

ARTICLE 1 - PARTIES AND ASSOCIATION RECOGNITION

The Holyoke School Committee

The parties acknowledge that a Receiver has been appointed for the District, is vested with all the powers of the Superintendent and the School Committee pursuant to G.L. c. 69, §1K, and can exercise all powers granted to the School Committee, District and/or Superintendent herein. Wherever a reference in a collective bargaining agreement is made to the "school committee" or the "superintendent," it will be interpreted to mean the "Receiver."

Holyoke Association of Paraprofessionals

The Holyoke School Committee (hereinafter referred to as the "Committee" or the "Employer") recognizes the Holyoke Paraprofessionals Association/Massachusetts Teachers Association/National Education Association (hereinafter referred to as the "Association" or the "Employee") as the exclusive bargaining agent for the purpose of collective bargaining as defined in Chapter 150E of the General Laws of the Commonwealth. The collective bargaining unit shall consist of: Instructional Paraprofessionals, Special Needs Paraprofessionals, Case Managers, and Outreach Workers, and School and Family Promoters employed in the Holyoke School System, except those employees specifically excluded. Those employees specifically excluded are: all other employees of the Holyoke School Department.

ARTICLE 2- DEFINITIONS

- The term "committee" as used in this Agreement means the Holyoke School Committee and the school administrative organization.
- The term "parties" as used in this Agreement refers to the committee and the Association as participants in this Agreement.
- The term "school" as used in this Agreement means any work location or functional division maintained by the school department.
- The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.
- The term "paraprofessional" and the term "person" as used in this Agreement means a person employed by the committee in the bargaining unit as articulated in Article 1.
- The term "Association representative" as used in this Agreement means any qualified designee of the Association.
- Wherever the term "elementary" is used in this Agreement it is to include kindergarten and pre-kindergarten.
- Wherever the singular is used in this Agreement, it is to include the plural.
- The term "administration" as used in this Agreement refers to the Superintendent or any qualified designee of the Superintendent so stated in writing.

ARTICLE 3 - MANAGEMENT RIGHTS

Subject only to the limits stated in this Agreement, the Holyoke Paraprofessionals' Association recognizes that the Holyoke School Committee and the Superintendent retain the exclusive rights to manage its affairs, including (but not limited to) the right to determine the means and methods of operation to be carried out, to direct its employees, and to conduct district operations in a safe and efficient manner, implement part time positions at its discretion and outsource positions in whole or in part provided that no bargaining unit member shall be laid off and reasonable notice is given to the Union, except in instances where the Superintendent utilizes the processes described in Article 4 of this Agreement.

Nothing contained in the collective bargaining agreements shall be construed to limit the rights of the Receiver and/or the Commissioner as provided in G.L. c. 69, § 1K.

The Receiver may outsource work in whole or in part, may transfer bargaining unit work, and may hire and employ part-time employees.

The Receiver may create nontraditional administrative positions in order to operate the district efficiently. Such positions will not be covered by any district collective bargaining agreement.

The Receiver may change work schedules for all bargaining units to mirror the time that schools are in session and offices are open.

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect, while at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993, the Achievement Gap Act, and any subsequent amendments thereto.

The Superintendent and the School Committee reserve and retain the customary and other rights afforded to them by statute or otherwise.

ARTICLE 4 - CHANGES DURING THE LIFE OF THE AGREEMENT

Any changes to provisions of this agreement which the Superintendent deems necessary to maximize the rapid improvement of the academic performance of Holyoke students may be implemented at the start of the next academic semester or sooner if by mutual agreement, following a forty-five (45) day period of good faith negotiations with the Union. Such changes however, may be implemented immediately following the negotiation period if unforeseen circumstances as determined by the Superintendent make immediate implementation appropriate.

For any issues not covered by this agreement, the Superintendent may implement changes after a twenty (20) calendar day period of good faith negotiations.

ARTICLE 5 - DURATION OF AGREEMENT

This agreement is for the term July 1, 2020 through June 30, 2023. The terms and conditions of this collective bargaining agreement shall remain in full force and effect after its expiration while the parties are negotiating for a successor agreement.

PART II - ASSOCIATION PRIVILEGES and RESPONSIBILITIES

The Holyoke Public School District aims to “build on the assets of Holyoke students, parents, educators, community members, and partners” to create great schools for Holyoke. As a key District partner, the Holyoke Association of Paraprofessionals is uniquely positioned to be a force for positive change. The District seeks a genuine partnership with the Association and its members to drive rapid improvement in the Holyoke Public Schools.

ARTICLE 6 - FAIR PRACTICES

As sole collective bargaining agent, the Association will continue its policy of accepting into voluntary membership all eligible persons in that unit without regard to race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity, genetic information, military service, or because of marital, parental, or veteran status. The Association will represent equally all persons without regard to membership, participation in, or activities in, any employee organization.

The Committee agrees to continue its policy of not discriminating against any person on the basis of race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity, genetic information, military service, or because of marital, parental, or veteran status, or participation in, or association with, the activities of any employee organization.

ARTICLE 7 - PAYMENT OF DUES

The Association may secure authorization of payroll deductions for Association dues. Such authorization may be revocable as provided by law. The Committee will request the Treasurer of the City of Holyoke to submit such sums in total to the Association Treasurer.

The Association shall be notified of any Paraprofessional withdrawing or dropping from payroll deductions.

Any Paraprofessional desiring to have the Committee discontinue deductions that he has previously authorized must provide written notice to the Committee and the Association.

ARTICLE 8 - BUILDING REPRESENTATION

The principal shall recognize the Association building/school representative as the official representative of the Association in the school.

The Committee of Association representatives that meets with the Superintendent of Schools or his/her designee for consultation on matters of educational programs during the school year, shall submit items for the agenda that apply to Paraprofessional personnel. A Paraprofessional may sit on this committee when school problems and policies relating to their employment are to be discussed.

No paraprofessional shall engage in Association activities during the time he/she is assigned to regular work duties unless given such prior authority by the building principal or senior school management.

ARTICLE 9 - PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

Nothing contained herein shall be construed to prevent the Committee, a member of the Committee, or its designated representative from meeting with any paraprofessional for expression of a paraprofessional views.

Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance.

Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.

ARTICLE 10 - DISTRIBUTION OF AGREEMENT

The District agrees to assist in the distribution of this Agreement to each member of the bargaining unit presently employed by the Committee and to each new paraprofessional hired by the Committee. Additionally, the Committee or District may post a copy of the Agreement online.

ARTICLE 11 - USE OF FACILITIES BY ASSOCIATION

Before the opening of, during lunch time, and after the close of school on school days, the Association shall have the right to use designated areas in school buildings for meetings of Paraprofessionals, provided there is no interference with any scheduled school activities. The use of such designated areas shall be approved by the Principal.

ARTICLE 12 - DISTRIBUTION OF MATERIALS

The Association shall have the right to place Association related materials in the mailboxes of Paraprofessional employees.

ARTICLE 13 - BULLETIN BOARDS

If available, the Association shall be provided a clearly designated bulletin board for the purpose of posting Association related notices and other materials.

ARTICLE 14 - SCHOOL VISITATION BY AUTHORIZED ASSOCIATION REPRESENTATIVES

Upon notification by the Association, the Superintendent shall authorize one or more official representatives of the Association to visit schools during working hours to confer on working conditions, grievances, or other matters relating to the terms and conditions of this Agreement.

ARTICLE 15 - SCHEDULE FOR ASSOCIATION PRESIDENT

The President of the Association or his/her designee may be granted time off with pay for the purpose of representing the Paraprofessionals before local, state and national organizations, or to conduct the affairs of the Association. The total number of days used for this purpose shall not exceed fifteen (15), unless approval is granted in writing by the Superintendent.

ARTICLE 16 - LEAVE FOR CONFERENCES AND CONVENTIONS

With the approval of the Superintendent of Schools or his/her designee, no more than two (2) official delegates of the Holyoke Association of Paraprofessionals, shall be granted leave with pay to attend conventions of affiliated bodies, educational conferences or other functions that contribute to the advancement of educational welfare in the City of Holyoke.

ARTICLE 17 - GRIEVANCE PROCEDURE

It is the intent of the parties to the Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or a member or members of the bargaining unit and the District. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving alleged violations of specific provisions of this Agreement, provided however, that disputes involving school based decision making and other subject matter identified in Section 5 of this Article shall be resolved solely pursuant to the provisions of Section 7 of this Article. In order to settle grievances at the lowest possible administrative level, the organization and procedure for processing grievances shall be as follows:

Section 1: The term "grievance" shall be construed to mean an express violation of a written provision of this Agreement. Any event which occurred or failed to occur prior to the effective date of this agreement shall not be subject to the grievance and arbitration provision.

Section 2: The grievance shall be submitted in writing to the building principal within 30 days of the alleged violation and shall identify with specificity the provision(s) of the Agreement alleged to have been violated.

Section 3: An aggrieved paraprofessional shall first discuss the dispute with his/her principal either directly or accompanied by the Association representative with the objective of resolving the matter informally. The principal shall communicate his/her decision to the paraprofessional within five (5) school days after receiving the complaint.

Section 4: If the decision of the principal is not satisfactory (or if a decision was not rendered within the time specified), the aggrieved may appeal it within five (5) school days to the Superintendent or his designee. The Superintendent or his designee shall arrange a meeting within five (5) school days from the date of receiving the grievance and shall give his/her decision within five (5) school days of such meeting. Said decisions shall be in writing. If the matter is not

satisfactorily handled (or if a decision has not been rendered by the Superintendent or his designee), then where applicable the grievance may be processed as indicated below.

Section 5: Dispute Resolution Processes

The following table outlines processes to be used (i.e., arbitration, mediation, hybrid approach, or not applicable) to resolve disputes arising out of the enumerated articles:

Introductions of Each Section		Mediation
Part I: Introduction		
Article 1:	Parties and Association Recognition	Arbitration
Article 2:	Definitions	Arbitration
Article 3:	Management Rights	N/A
Article 4:	Changes during the Life of the Agreement	N/A
Article 5:	Duration of Agreement	Arbitration
Part II: Association Privileges and Responsibilities		
Article 6:	Fair Practices	Arbitration
Article 7:	Payment of Dues	Arbitration
Article 9:	Building Representation	Arbitration
Article 10:	Protection of Individual and Group Rights	Arbitration
Article 11:	Distribution of Agreement	Arbitration
Article 12:	Use of Facilities by Association	Arbitration
Article 13:	Distribution of Materials	Arbitration
Article 14:	Bulletin Boards	Arbitration
Article 15:	School Visitation by Authorized Association Representatives	Arbitration
Article 16:	Schedule of Association President	Arbitration
Article 17:	Leave for Conferences and Conventions	Arbitration
Article 18:	Grievance Procedure	Mediation
Article 19:	Resolution by Peaceful Means	Arbitration
Part III: General Working Conditions		
Article 20:	School-based Decision-making ** "Changes to School Operational Plans throughout the Year" and "Areas for School-based Decision-making": Mediation; all else N/A	Hybrid**
Article 21:	Work Year	Mediation
Article 22:	Work Day	Mediation
Article 23:	Academic Calendar	Mediation
Article 24:	Paraprofessional Hiring and Promotions **Posting procedure only subject to Arbitration; all else Mediation	Hybrid**
Article 25:	Paraprofessional Assignments/Changes to Assignments	Mediation

Article 26:	Lunch	Arbitration
Article 27:	Professional Development	Mediation
Article 28:	Seniority <i>**Creation and accuracy of seniority list subject to Arbitration; all else mediation</i>	Hybrid**
Article 29:	Advance Notice of Resignation or Retirement	Mediation
Article 30:	Reduction in Force	N/A
Article 31:	Paraprofessional Dismissal and Discipline <i>**Paraprofessional Dismissal: Statute; all other paraprofessional discipline: Arbitration</i>	Hybrid**
Article 32:	Automobile Vandalism	Arbitration
Article 33:	School Facilities/Health and Safety	Arbitration
Article 34:	Notice and Announcements	Mediation
Article 35:	Assistance in Assault Cases	Arbitration

Part IV: Evaluation and Supervision

Article 36:	Evaluation <i>**Under the standards set forth in the evaluation document</i>	Arbitration**
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Part V: Compensation: Benefits

Article 37:	Sick Leave	Arbitration
Article 38:	Sick Leave Abuse	Arbitration
Article 39:	Sick Leave for Injury/Worker's Compensation	Arbitration
Article 40:	Organized Reserved Forces	Arbitration
Article 41:	Personal Leave	Arbitration
Article 42:	Maternity Leave	Arbitration
Article 43:	Catastrophic Leave	Arbitration
Article 44:	Bereavement Leave	Arbitration
Article 45:	Leave without Pay	Arbitration
Article 46:	Return from Leave of Absence	Arbitration
Article 47:	Jury Duty	Arbitration
Article 48:	Tax-Free Annuity	Arbitration
Article 49:	Health Insurance	Mediation
Article 50:	Pension	Mediation
Article 51:	Mileage Allowance	Arbitration

Part VI: Compensation: Salaries

Article 52:	Wages And Salary Structure <i>**Explicit salary commitment from Human Resources: Arbitration; all else Mediation</i>	Hybrid**
Article 53:	Longevity	Mediation
Article 54:	Severance	Mediation
Article 55:	Ratification Bonus	Mediation

Article 56: Other Compensation
Article 57: Method and Time of Payment
Article 58: Holidays

Mediation
Mediation
Arbitration

Section 6: Arbitration

If applicable, a grievance dispute which was not resolved at the level of the Superintendent under the grievance procedure may be submitted by the Association to arbitration. The proceeding may be initiated by filing with the Superintendent and the American Arbitration Association a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Superintendent or his designee under this Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. The arbitrator shall issue his/her decision no later than thirty (30) days from the date of the close of the hearings or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator.

The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as initiated by the parties to the dispute, and both will abide by it. The arbitrator's fee will be shared equally by the parties of the dispute. The Superintendent agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Association agrees that it will not bring or continue, and that it will not represent an employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. In rendering a decision, the arbitrator shall have no authority to add to, detract from, alter or amend the agreement in any way and shall have no authority to render an award with respect to matters of inherent managerial rights or other rights granted to the Superintendent and/or School Committee or Receiver by statute. Any underlying act or omission that results in a grievance shall have occurred while the Agreement was in effect in order to be processed to arbitration.

Section 7: Mediation

A grievance alleging a violation of one of the articles identified as subject to mediation may be filed under the provisions of sections 1 through 4 of this Article. If the grievance is not resolved after presentation at step 4, mediation of the grievance may be initiated in accordance with the following provisions.

- A. Within 10 days of receipt of the decision at step 4, the Association may demand mediation of the dispute. Within forty (40) days of the demand for mediation the parties shall meet for the purpose of mediation. The mediations shall take place at the District Administration Building. The parties agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating basis. The parties agree to review their list annually, or more often if requested by either party, and adjust the list as mutually agreed upon by the parties.
- B. The mediator selected by the parties shall be assigned to mediate on the same day a minimum of four grievances unless otherwise agreed by the parties. If one of the above

mediators is unable to schedule a mediation conference within forty (40) days from the receipt of the appeal, it will be referred to the next mediator in line. The fees and expenses of the mediators shall be shared equally by the parties.

- C. Mediation is an informal, off-the-record process in which the parties are free to disclose to the mediator the essence of the dispute without detriment to their legal position. Confidential information disclosed to a mediator in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversarial proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral, judicial or other proceeding:
 - a. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
 - b. Admissions made by another party in the course of the mediation proceeding;
 - c. Proposals made or views expressed by the mediator; or
 - d. The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.
- D. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute.
- E. Mediation shall conclude in one of the following ways:
 - a. By the execution of a settlement agreement by the parties; or
 - b. By a written declaration of the mediator, a party, or the parties to the effect that the mediation proceedings are concluded.

Section 8: Miscellaneous Provisions

All appeals within Section 1 through 5 of this article must be taken within seven (7) calendar days of a decision. Failure to process a dispute within the allotted time shall result in the waiver of the grievance.

Time limits specified in these procedures may be extended in any specific instance in writing by mutual agreement.

The Association shall have the right to initiate and process grievances at any appropriate steps which are, in its judgment, general in nature.

Any aggrieved person may be represented at all meetings and at all hearings at all steps in the procedures by the Association representative or by any other paraprofessional of his/her choosing provided, however, that the aggrieved may not be represented by any officer, agent, or other representative of any other paraprofessional organization other than the Association.

When a paraprofessional does not wish to be represented in the grievance procedures by the Association, the Association will have the right to be present at all steps and to state its views. No individual who does not represent the Association may act as a representative of any other paraprofessional on more than one occasion.

If hearings are held during school hours, the aggrieved and members of the Grievance Committee of the Association may attend without loss of pay. The time of the hearings shall be held at the discretion of the arbitrator; the arbitrator shall obtain the Superintendent's approval for the time of hearing.

The Association agrees that it will set up a Grievance Committee not to exceed three (3) members.

Both the Superintendent and the Association shall have the right to legal assistance and/or stenographic assistance at all hearings, at their respective expense.

The Introduction and the narratives in each section of this document shall not subject to the provisions of this article.

ARTICLE 18 - RESOLUTION BY PEACEFUL MEANS

The Association and Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Association, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement, or by policy, practice, directive or tradition.

PART III - GENERAL WORKING CONDITIONS

The District has empowered school communities to make decisions at the school level in return for accountability for results. To maximize the likelihood of success, each school must be permitted to implement programs that meet the needs of its students and community. Through a school-based decision-making process, each school will define the staff working conditions necessary for student success.

School leadership teams will create and publish annual "school operational plans" which will outline working conditions of staff in the building. Such operational plans will be subject to the Superintendent's review and approval.

ARTICLE 19 - SCHOOL-BASED DECISION-MAKING

Each school will implement an annual school-based decision-making process. The parties intend maximum flexibility in school operations under this article. The Superintendent shall have sole and final authority to resolve any dispute related to the implementation or execution of a school operational plan.

Changes to School Operational Plans throughout the Year

Once the annual operational plan is developed for a specific school, that document is presumed to govern paraprofessional working conditions at the school for the following school year. Principals may submit a request to the Superintendent to alter their operational plans during a school year. The Superintendent will have sole and final authority in approving any school year modifications to school operational plans.

Areas for School-based Decision-making

The following items shall be determined at the school level and included in each school's annual school operational plan:

- Allocation of discretionary funds made available by the principal, including in areas such as:
 - Wraparound services for students and families
 - After-school programs
 - School supplies
- School curriculum issues
- Professional development activities applicable to the school as a body
- School calendar
- Schedule for staff and students, provided that paraprofessionals will continue to receive duty-free lunch and regular preparatory time
- Scheduling of school-wide parent/paraprofessional meetings
- Work before and/or after the regular school year
- Notices and announcements
- School health and safety issues
- Staff dress code
- Rotation of duties
- Class size
- Bulletin boards
- Other items as designated by the Superintendent provided there is no material conflict with other provisions of this document

The Superintendent retains final authority over school-based decision-making and his determination shall be final.

Each school will implement a school-based decision-making process to engage school employees in the development of the school's operational plans. Schools are strongly encouraged to provide a paraprofessional seat on the school's Teacher Leadership Team.

ARTICLE 20 - WORK YEAR

The work year will be determined as part of each school's operational plan and will be made public by April 15th of the preceding school year or later as determined by the Superintendent.

Each school's (K-8) program shall be a minimum of 1330 hours per school year. The Superintendent may approve deviations to this provision with reasonable justification.

ARTICLE 21 - WORK DAY

Paraprofessionals shall devote the time required, consistent with school operational plans and directives and authorization from school principals, to achieve and maintain high quality education in the Holyoke Public Schools.

The work day will be determined as part of each school's operational plan and will be made public by April 15th of the preceding school year or later as determined by the Superintendent.

Employees who normally work more than four (4) consecutive hours per day will receive a fifteen (15) minute duty free period daily in addition to a paid lunch.

ARTICLE 22 - ACADEMIC CALENDAR

The Superintendent will establish a baseline school calendar each year, including student start date, school vacations and holidays.

The Employer may alter the academic calendar each year as needed.

School and professional development sessions will not be held on state and federal holidays. However, academic programs such as Vacation Academies may be held on these days.

ARTICLE 23 – PARAPROFESSIONAL HIRING AND PROMOTIONS

In filling positions, principals have the authority to select the best qualified staff from both internal and external candidates without regard to seniority.

Paraprofessionals shall be entitled to apply for open positions for which they are qualified, by application to the building principal within ten days of the posting that identifies the position for which application is made.

For all open positions, the job description and qualifications, including appropriate credentials, duties, requirements, salary and other pertinent information relating to the position shall be posted on the School Department's web page and other sites as determined by Human Resources.

The parties agree that a grievance alleging a failure related to the posting requirement (i.e., posting procedure) shall be subject to the grievance and arbitration provisions of this Agreement, but that all other disputes arising from this Article shall be resolved through the Agreement's mediation process.

Candidates shall be required to submit a formal application online.

ARTICLE 24 - PARAPROFESSIONAL ASSIGNMENTS/CHANGES TO ASSIGNMENTS

In filling positions, principals have the authority to select the best qualified staff from both internal and external candidates without regard to seniority.

Paraprofessionals may express, in writing, to the principal their preferences of grade level, subject, department assignment.

- Section 1: The parties acknowledge there are various ways a paraprofessional can have his/her/their assignment changed. The rest of this article is to outline the differences and respective procedures.
- Section 2: **Voluntary Transfers**
Bargaining unit members may apply to vacant positions that are posted and the Employer shall follow the provisions of Article 24.
- Section 3: **Ongoing Transfer Request**
Should a bargaining unit member desire a change in an assignment, he/she may notify the Pupil Services Department.
- Section 4: **Involuntary Transfer**
Involuntary transfers occur based on the operational and/or educational needs of the school district as determined by the Superintendent or his/her/their designee. In the event that an involuntary transfer creates an unforeseen hardship, that bargaining unit member may request a meeting with the Pupil Services department to discuss and review the circumstances. The Pupil Services department shall make a reasonable effort to assist when a hardship arises. The Pupil Services Department shall request support from Human Resources as needed.
- Section 5: **Displacement**
A bargaining unit employee may be displaced from his/her/their current assignment as a result of programmatic changes and/or changes in building staffing. The Superintendent and/or his designee has the right to reassign paraprofessionals who have been displaced from their positions. In the event that a displacement creates an unforeseen hardship, that bargaining unit member may request a meeting with the Pupil Services Department to discuss and review the circumstances. The Pupil Services Department shall make a reasonable effort to assist when a hardship arises. The Pupil Services Department shall request support from the Human Resources Department as needed.

ARTICLE 25 - LUNCH

Paraprofessionals who normally work more than 4 consecutive hours per day shall be provided with at least a thirty (30) minute paid lunch period. Lunch shall be duty free unless unusual or emergency circumstances arise which require the interruption of the lunch.

ARTICLE 26 - PROFESSIONAL DEVELOPMENT

Professional development programs generally will be determined by the school and district. There may be occasions where the Superintendent may require District-wide professional development. The District will endeavor to provide the equivalent of at least one day of professional development for Paraprofessionals per school year, at either the district or school level.

ARTICLE 27 - SENIORITY

The School Department shall prepare a directory that indicates the date on which all members of the bargaining unit were hired. Paraprofessionals seniority is based upon length of service in the bargaining unit. Periods of service divided by a break due to resignation or termination shall not be added together to determine seniority. Upon request, the Employer shall provide an updated copy of a seniority list to the Union.

ARTICLE 28 - ADVANCE NOTICE OF RESIGNATION OR RETIREMENT

Paraprofessionals are expected to give 30 calendar days' advance notice of resignation and/or retirement from the school system.

ARTICLE 29 - REDUCTION IN FORCE

The Receiver has the right to lay off paraprofessionals because of reductions in force or reorganizations resulting from declining enrollment or other budgetary or operational reasons. The Receiver will establish the selection criteria for layoffs of paraprofessionals. Such selection criteria may include, but are not limited to qualifications, certificates, work history, multiple measures of student learning, operational need, and the best interests of the students. Where all other factors are equal, seniority may be used as the deciding factor. The Receiver may adopt any procedure(s) that he determines appropriate in the event of a reduction in force.

The Receiver has the right to reassign paraprofessionals, including those who have been displaced from their positions. After discussion with the affected paraprofessional, the paraprofessional may be assigned to any open position for which he or she is qualified. If the paraprofessional is not assigned to a mutually agreeable position, the Receiver will assign the paraprofessional to a position for which he/she is qualified. Such an assignment may include instructional support, substitute teaching or administrative tasks. If no mutually agreeable position is available, the Receiver may lay off the paraprofessional. The Receiver may adopt any procedure(s) that he deems appropriate in the assignment/reassignment of paraprofessionals.

ARTICLE 30 - PARAPROFESSIONAL DISMISSAL AND DISCIPLINE

Section 1: The first full year of continuous employment for a paraprofessional shall be a working test period and the employee shall be considered probationary/at will for the purposes of discipline, discharge, and renewal.

Section 2: No paraprofessional who has completed one full year of service in the District as a paraprofessional, shall be dismissed, demoted, reduced in rank or compensation, reprimanded or otherwise disciplined except for good cause. An arbitrator in determining whether there is good cause for discipline or dismissal shall consider the best interests of the pupils in the District and the need for elevation of performance standards.

Section 3: No paraprofessional who has completed three (3) full consecutive years of service in the District as a paraprofessional, shall be dismissed, demoted, reduced in rank or compensation, reprimanded or otherwise disciplined except for just cause.

ARTICLE 31 - AUTOMOBILE VANDALISM

The School Committee will, upon receipt of a documented claim and evidence of an insurance company payment, contribute a maximum of five hundred dollars (\$500.00) to offset the deductible costs incurred by the paraprofessional. The documentation must establish the vandalism act occurred while the paraprofessional was on the job and executing the assigned duties of his/her job.

ARTICLE 32 - SCHOOL FACILITIES/ HEALTH AND SAFETY

The Superintendent will endeavor to provide in each building:

- Common space where such facilities are available.
- Email for Paraprofessionals
- Storage space for instructional materials and supplies.

ARTICLE 33 - NOTICES AND ANNOUNCEMENTS

All official notices and announcements pertaining to Paraprofessionals shall be disseminated by email or by any other method that the Superintendent deems reasonable. Paraprofessionals shall be recognized as being part of each school's staff.

Each Paraprofessional shall have access to any up-to-date copy of the Rules and Regulations of the Holyoke School Committee and all amendments thereto.

Each Paraprofessional shall have access to a Directory of Personnel for the Holyoke School Department.

A copy of Paraprofessional assignments will be sent to the President of the Union by the principal of each building, on request.

ARTICLE 34 - ASSISTANCE IN ASSAULT CASES

Principals shall immediately report orally all cases of assault suffered by paraprofessionals in connection with their employment to the Superintendent and in writing within 24 hours. Whenever it is alleged that a paraprofessional has assaulted a person or that a person has assaulted a

paraprofessional, the principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the paraprofessional for relevant information in the Committee's possession not privileged under law concerning the person or persons involved, provided that the production of information does not interfere with investigation of the incident. The school department may indemnify paraprofessionals in accordance with the provisions of G.L. c. 258, s. 9.

PART IV - EVALUATION AND SUPERVISION

The School District believes one important way to improve educational experiences for students is to engage in routine conversations with paraprofessionals, individually and in small and large groups, about job expectations and to provide paraprofessionals with specific, honest and regular feedback. The process should be transparent and have at its heart a desire to improve conditions to optimize student learning.

ARTICLE 35 - EVALUATION

Section 1: Paraprofessionals shall be evaluated at least once per year. Paraprofessionals shall be provided with a copy of all written observations and evaluations if requested.

Section 2: Any bargaining unit member who receives an overall end of year rating of "unsatisfactory" or "needs improvement" shall be subject to consequences in compensation in accordance with Articles 54 & 55 (Wage Increases).

Section 3: Any bargaining unit member who receives an overall rating of "needs improvement" shall be placed on a directed growth plan for up to one (1) year.

Any bargaining unit member who receives an overall rating of "unsatisfactory" may be placed on an improvement plan for at least thirty (30) school days and/or be subject to discipline/discharge where circumstances warrant such action. A Paraprofessional on an improvement plan may be subject to additional evaluations and supervisory meetings.

The Employer shall be responsible for clearly identifying areas of concern and ways to improve on the undesired behavior/performance within both directed growth and improvement plans.

Section 4: A paraprofessional may request a meeting to discuss an evaluation. A rating of "unsatisfactory" shall trigger a meeting with the paraprofessional.

- Section 5: End of year evaluations should be completed by June 7 of each academic year. This deadline may be extended where the Superintendent or his designee determines that the circumstances warrant such action. If no evaluation is completed it shall be assumed the paraprofessional was at least “proficient” in all areas.
- Section 6: When performance issues arise, the Employer, when an issue is known, should not wait until the end of year evaluation to raise concerns.
- Section 7: An Evaluation Committee shall be established consisting of two members of the Holyoke Association of Paraprofessionals selected by the Union President, two representatives from the Holyoke Public Schools selected by the Superintendent, and one representative from a third party institution (such as a university) mutually selected by both groups.

A Paraprofessional can appeal to the Evaluation Committee for a secondary review if he or she does not receive the requisite rating for salary advancement. The Committee will examine the appeal and within two weeks shall make a recommendation as to whether a secondary review is warranted. The Superintendent shall select the secondary evaluator for any case recommended for secondary review. If the secondary review results in the minimum (or better) rating required for advancement, the paraprofessional shall immediately advance.

PART V COMPENSATION: BENEFITS

Holyoke Public Schools is committed to offering a compensation package which includes benefits to attract and retain paraprofessionals of the highest caliber. Benefits must provide support for paraprofessionals without diminishing the resources needed to educate our students.

General Provisions Applicable to All Leaves of Absence

The Administration reserves the right to require satisfactory, periodic documentation to substantiate any leave taken under this Article and to require employees taking leave for health-related reasons to present medical clearance for return to work. All requests for leave under this Part shall be made through a person's Principal or immediate supervisor to the Superintendent of Schools or his/her designee. All requests must be in writing.

Any employee who fails to return to work as scheduled from a leave of absence and who is not excused by the Superintendent of Schools or his/her designee shall be considered to have resigned from employment.

Leaves of absence may be extended by the Superintendent of Schools or his/her designee at his/her discretion. The right to increment credit and the same, or a substantially equivalent position upon

return from an extended leave, shall be determined by the Superintendent of Schools or his/her designee in each case.

To the extent practicable and taking into consideration availability, operational needs and the best interests of the students, paraprofessionals returning from an extended leave of absence will be placed in a position similar to the one held prior to the leave. Benefits (including compensation) shall not accrue during an extended leave.

ARTICLE 36 - SICK LEAVE

Sick leave days are essentially a form of insurance protection for the paraprofessionals and are an inchoate right to compensation that does not vest in an employee until he/she/they has a bona fide sickness, preventing him/her/their from reporting for and performing his/her duties. Employees will earn sick leave for a total of ten (10) days with full pay from September to June. Sick leave is accrued monthly from September 1st - June 30th and will be posted on the last day of the month; the monthly accrual is equal to $\frac{1}{10}$ of the annual sick leave allotment.

Any or all of the ten (10) accrued days that have not been used may be carried over to the following year's allowance and such allowance may be accumulated up to one hundred and eighty (180) days. Sick leave is not transferrable.

Except in the case of an emergency, Paraprofessionals shall provide notification of illness to appropriate school personnel at least 45 minutes prior to the start of their assigned school day on the first and each consecutive day of illness.

Up to three (3) days of accrued sick leave to be deducted from sick leave each year may be used for illness in the employee's immediate family and/or household. The Superintendent or his/her designee reserves the right to require reasonable documentation of said family illness for two (2) consecutive days or more.

ARTICLE 37 - SICK LEAVE ABUSE

Both parties to this Agreement believe that paid sick leave is an important benefit for employees and that any abuse of sick leave is detrimental both to the students of Holyoke and the membership of the Holyoke Paraprofessionals' Association. While recognizing that only a small fraction of paraprofessionals may abuse sick leave, the parties agree that no abuse of sick leave should be tolerated or condoned.

Situations which suggest abuse may include any absences which suggest a pattern, as for example, absences occurring on Mondays, Fridays and days immediately preceding or following holidays or vacation periods.

A principal may meet with the paraprofessional in order to discuss concerns regarding unusual sick leave usage. When, in the opinion of the Employer, sick leave is being abused, an employee shall be notified in writing of such suspected abuse, and after such notification, the employee may be required to provide a medical certification to justify any future absences. The paraprofessional may have an Association representative present at this meeting.

Medical certification shall be defined as a written documentation of illness and/or inability to attend work.

In any situation which persists to the point where the principal deems it necessary to consider disciplinary action against a paraprofessional for suspected abuse of sick leave, the School Department shall notify the President of the Holyoke Paraprofessionals' Association.

In applying this provision, the employer recognizes that the purpose of this provision is not to interfere with legitimate use of sick leave and agrees to reasonably interpret and apply this provision.

ARTICLE 38 - SICK LEAVE FOR INJURY/WORKER'S COMPENSATION

Bargaining unit members absent due to a work related injury or illness shall be covered exclusively by M.G.L. Chapter 152 (Workers' Compensation Law), which shall not be subject to the arbitration provision of this Agreement. A member may at his/her option apply that portion of any sick leave days in his/her account that will permit him/her to maintain his/her salary during the period of the work related injury or illness. For each day of absence the bargaining unit member will be charged with that portion of sick leave day which represents the difference between the Worker's Compensation payment and his/her regular pay.

ARTICLE 39 - ORGANIZED RESERVED FORCES

Every person who is a member of a service component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

ARTICLE 40 - PERSONAL LEAVE

All Paraprofessionals shall be granted three (3) days of personal leave annually. Such personal leave days not used at the end of the year are to be added to the sick leave accumulation. Whenever possible, notice of intent to take a personal day must be provided to the building principal at least twenty-four (24) hours in advance. Personal leave shall not be allowed during a declared snow day.

ARTICLE 41 - MATERNITY LEAVE

A Maternity leave of absence up to the end of the school year in which the leave commences, without pay, will be granted to a female employee. During the first eight (8) weeks of such leave (or any amount of time on medically documented disability), the employee may use any accrued sick time in compliance with state and federal law. Application for such leave, accompanied by a physician's certificate, stating the expected date of delivery should be made at least thirty (30) days prior to the date of the commencement of the leave. The employee shall make an irrevocable decision at that time as to whether she will return at the end of her Family Medical leave for the birth of a child or extend the leave for what remains of the school year, on a form to be developed

by the parties. The parties agree to follow the provision of the Family Medical Leave Act with respect to such leaves.

ARTICLE 42 - CATASTROPHIC LEAVE

In cases of merit and the presence of extenuating circumstances, defined as serious and prolonged illness as evidenced by appropriate written medical cortication, the Superintendent may grant additional catastrophic sick leave coverage after exhaustion of an individual's accumulated sick leave, in accordance with the following provisions:

1. The granting or denial of extended benefits shall not be subject to the grievance arbitration provisions of this agreement.
2. In the event the employee is absent from work on account of an illness or injury for which he or she is determined eligible for workers' compensation benefits, the provision of this section shall not apply.
3. In the event that the Superintendent has reason to question the medical documentation submitted by the employee, a second opinion may be requested, such examination to be conducted at the School Committee's expense. An employee's refusal to submit to such examination shall constitute withdrawal of application for extended leave.
4. Before applying for catastrophic leave benefits, the employee must have exhausted their own accrued sick leave and must be absent from work due to the catastrophic illness for a period of at leave forty (40) consecutive working days.
5. In order to be eligible for this catastrophic leave benefit, the employee must have been continuously employed in the School District for five (5) years.
6. The number of additional days granted the employee will not exceed the number of days accumulated at the start of the illness, but in no event will exceed ninety (90) working days.
7. The total number of days available for all bargaining unit members shall not exceed three-hundred sixty (360) days in any school year.
8. Catastrophic leave will not be considered for elective surgery which could be scheduled during a summer vacation period.

ARTICLE 43 - BEREAVEMENT LEAVE

In cases of death of near relatives viz: spouse, father, mother, sister, brother, son or daughter, or of relatives residing in the same household, paraprofessionals shall be allowed absence of not more than five (5) calendar days in succession immediately following the day of death, which shall not be charged against the annual and accumulative sick leave, three (3) calendar days in cases of death of the following relatives whose place of residence is elsewhere than in the same household:

mother-in-law, father-in-law; and of one (1) calendar day in cases of death of the following relatives whose place of residence is elsewhere than in the same household: brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, or grandchildren. Provided, however, the Superintendent may at his discretion grant additional bereavement days, but the granting of such additional days shall in no event cause the total number of days provided under

this Article to exceed five (5) school days. The intent of this language is to provide bereavement leave for the paraprofessional during the regular school year only, and is intended to be used only if the paraprofessional would have worked and not been absent for any other reason.

ARTICLE 44 - LEAVE WITHOUT PAY

Included in this article are leaves such as Marital leave, Peace Corps leave, and Leave to Study. Employees do not accrue benefits (e.g., sick leave, personal leave, salary advancement, etc.) while on leave of absence without pay. Employees are responsible for the full health insurance premium payment when on leave of absence without pay, unless federal or state law (FMLA and MMLA) requires otherwise.

Request for leave without pay must be filed with the Superintendent and must state the reason and period for which the leave is being requested.

In addition to maternity, leaves of absence without pay may be granted on account of prolonged illness, or they may be granted for other activities which would, in the opinion of the Superintendent, contribute to the future benefit of the Holyoke Public Schools. Leaves of absence without pay, except for maternity, will only be granted to paraprofessionals who have completed three (3) years of consecutive employment in the district.

All leaves of absence without pay shall not be counted toward seniority, except those leaves of absence without pay of ten (10) school days or less (to be called short-term unpaid leave) shall be counted to the extent that they do not exceed a total of ten (10) school days. Once a paraprofessional has accumulated ten (10) days of short-term unpaid leave, any subsequent leave without pay should not be counted toward seniority.

ARTICLE 45 - RETURN FROM LEAVE OF ABSENCE

Any employee who fails to return to work as scheduled from a leave of absence, and who is not excused by the Superintendent shall be considered to have resigned from his/her employment. All employees shall be given written notice of this provision (effectuated via this CBA) prior to the commencement of any leave of absence.

ARTICLE 46 - JURY DUTY

The Employer shall pay the difference between the Paraprofessionals' daily rate of pay and the reimbursement from the Commonwealth.

ARTICLE 47 - TAX-FREE ANNUITY

The Committee agrees to allow paraprofessionals to take advantage of the federal law concerning tax-free annuities and shall take immediate steps to implement a tax-free annuity program.

ARTICLE 48 - HEALTH INSURANCE

The City of Holyoke maintains a contributory group insurance plan in accordance with Chapter 32B as amended of the General Laws, which plan shall continue its coverage for eligible employees covered by this Agreement to the extent such plan is maintained by the City of Holyoke.

ARTICLE 49 - PENSION

Eligible bargaining unit members shall be covered by the provisions of G.L. c. 32 as applicable.

ARTICLE 50 - MILEAGE ALLOWANCE

Mileage allowances shall be payable only if authorized by the Superintendent and/or his designee.

Traveling personnel whose regular duties require them use private vehicles for school business shall be reimbursed at a rate consistent with the then-existing IRS rate.

Traveling personnel authorized by the Superintendent must submit documentation of said mileage.

PART VI - COMPENSATION: SALARIES

Consistent with the Turnaround Plan, a compensation system has been developed which will compensate paraprofessionals based on their performance. The vision of the HPS compensation system is to attract, retain and reward great paraprofessionals in the District.

ARTICLE 51 – WAGE AND SALARY STRUCTURE

Section 1: A performance-based hourly rate compensation structure was established for the 2017-2018 school year which provides for three different levels of paraprofessionals:

- (a) **Level I** consisting of Instructional Paraprofessionals;
- (b) **Level II** consisting of Shared and Inclusion Paraprofessionals; School Family Promoters and,
- (c) **Level III** consisting of Severe Needs Paraprofessionals, Substantially Separate Paraprofessionals, Intervention Specialists Paraprofessionals.

Section 2: Each hourly rate structure will include a minimum, a midpoint, and a maximum. In the first year of this agreement (2020-2021), current employees (who are on the payroll as of ratification date (2021)) who worked the full 2019-2020 school year and who are below the new minimum rates as set forth in the rate schedule below, shall be brought to the minimum rate for their level and shall also be eligible for performance wage increases as set forth below. Employees who did not work the

full 2019-2020 school year and who have not yet reached the minimum level set forth in the rate schedule below shall not be eligible for performance wage increases, but shall be brought to the minimum rate of their level.

Section 3: An employee newly-hired will be placed on the new hourly rate schedule based on his/her/their education and work experience. A newly-hired employee may be placed on the salary schedule up to and including the midpoint of the range for the position. However, in exceptional circumstances, the Superintendent and/or his designee may recommend a higher placement on the rate schedule. The Superintendent's decision will be final.

Section 4: Rate schedule:

	Level I	Level II	Level III
Min	15.00	15.25	15.75
Mid	17.65	17.90	18.40
Max	20.25	20.50	21.00

Section 5: Level II paraprofessionals shall receive a \$0.25 differential and a Level III paraprofessional shall receive a \$0.75 differential as reflected in the table above. Employees who change levels shall have their pay adjusted accordingly.

Section 6: When a paraprofessional's assignment is involuntarily changed to a lower level during the school year, the paraprofessional will not receive a reduction in pay for the remainder of the school year. The pay rate will be adjusted accordingly for the following school year.

Section 7: An employee who attains a degree in education or other directly related field (as determined by the Superintendent) after the start of their employment shall be eligible for the following one-time bonus: Associate's degree: \$750, Bachelor's degree: \$1,000, Master's degree: \$1,000.

Employees who were hired prior to July 1, 2018, and who currently hold a Bachelor's or Master's degree in education or a directly related field (as determined by the Superintendent) shall be eligible for a one-time bonus of \$500..

WAGE INCREASES

Section 1: A bargaining unit member who receives an "exemplary" rating on his/her/their end of year performance evaluation shall receive a three and one-quarter percent (3.25%) increase to his/her/their hourly rate of pay up to the maximum hourly rate for his/her/their respective level.

- Section 2: A bargaining unit member who receives a “*proficient*” rating on his/her/their end of year performance evaluation shall receive a two and one-quarter percent (2.25%) increase to his/her/their hourly rate of pay up to the maximum hourly rate for his/her/their respective level.
- Section 3: A developing paraprofessional who receives “*needs improvement*” on their evaluation will be eligible for a 1% increase. Developing is defined as a paraprofessional who is in their first, second or third year of employment as a paraprofessional with HPS. After the developing period, should a paraprofessional receive a needs improvement, they would not receive an increase
- Section 4: All employees will be paid at least the minimum level of their respective levels, except employees who receive an “*unsatisfactory*” rating on their end of year evaluation.
- Section 5: Employees who receive an overall rating of “*proficient*” or higher and whose performance wage increase would have the effect of bringing their pay above the maximum hourly rate for their level, shall be brought to the maximum rate of pay for their level and shall receive a lump sum payment of the difference between the hourly rate above the maximum and the maximum rate in the following year. (For example, an employee received a wage increase that would have brought their Level 3 hourly rate to \$21.25. The employee will receive the maximum Level 3 rate (\$21.00) and shall receive an annualized lump sum bonus for the difference (.25 x 7 (hours) x 180 (days) = \$315.) Such bonuses shall be paid no later than the last paycheck in February.
- Section 6: All increases are recommended by the employee’s supervisor and approved by the Superintendent.
- Section 7: All increases shall become effective upon ratification of this agreement.

ARTICLE 52 - LONGEVITY PAY

Any employee who is receiving longevity as of the ratification date (July 17, 2018) of this Agreement shall continue to receive longevity at the rate eligible on that date. Current eligible employees will be frozen at their current rates for the duration of employment. No employee hired after the ratification date will be eligible for longevity and the parties intend that this benefit will sunset.

Consistent with the preceding paragraph, longevity pay will be applied as follows:

After five (5) years of consecutive service	\$296.25
After ten (10) years of consecutive service	\$517.50
After fifteen (15) years of consecutive service	\$812.50
After twenty (20) years of consecutive service	\$1,033.75

After twenty-five (25) years of consecutive service \$1,255.00

The longevity will be paid annually on or about the eligibility date.

ARTICLE 53 - SEVERANCE BENEFIT

An active employee after completing fifteen (15) years of continuous service for the Holyoke School Department will, upon retirement, be paid a severance benefit of one thousand five hundred dollars (\$1,500.00), one thousand dollars (\$1,000.00) or five hundred dollars (\$500.00), provided however that in order to exercise the one thousand five hundred dollar (\$1,500.00) benefit the employee must have at least one hundred fifty (150) days of accumulated sick leave due at the time of retirement; provided, however, that in order to exercise the one thousand dollar (\$1,000.00) severance benefit the employee must have at least one hundred twenty-five (125) days of accumulated sick leave due at the time of retirement; or, provided, however that in order to exercise the five hundred dollar (\$500.00) severance benefit the employee must have at least one hundred (100) days of accumulated sick leave due at the time of retirement. An active employee after completing twenty (20) years of continuous service for the Holyoke School Department will, upon retirement be paid a severance benefit of two thousand dollars (\$2,000.00); provided however, that in order to exercise the two-thousand-dollar benefit, the employee must have at least one hundred fifty (150) days of accumulated sick leave due at the time of retirement. It is understood by the parties that no employee will, under the terms of this Article, receive more than two-thousand dollars (\$2,000.00) nor will any benefits be paid unless the terms of this Article are met in full. Upon the employee's death, any severance benefit the employee may be entitled to shall be paid to the employee's estate.

It is expressly understood and made a condition of the severance benefit that the Parties agree that the amount paid under this Article will not be considered regular earnings under Massachusetts General Law, Chapter 32 and therefore will not be subject to retirement deduction or any other provision of said General Law, Chapter 32.

Only those who are active employees as of the ratification date of this agreement July 17, 2018 will be eligible for this benefit. Employees hired after the ratification date shall not be eligible for this benefit. The parties intend for this provision to sunset.

ARTICLE 54 - OTHER COMPENSATION

If the school principal determines that the payment of additional compensation (in the form of stipend or honoraria) to a bargaining unit member is necessary to better serve the needs of the students and the Superintendent supports such action, the Superintendent shall notify the Union and may authorize an additional payment following the notification. Circumstances that may make such compensation appropriate include but are not limited to rewarding paraprofessionals for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a particularly challenging assignment; and retaining paraprofessionals in the employment of Holyoke Public Schools. The Superintendent retains final discretion over the implementation of any additional compensation.

ARTICLE 55 - METHOD AND TIME OF PAYMENT

The employer may require direct deposit of employee paychecks.

The employer may utilize and implement any reasonable method of employee timekeeping and payroll processing that it deems to be in the best interests of the district.

ARTICLE 56 – HOLIDAYS

Employees, who are employed on the scheduled work day prior to the listed holiday, will receive a regular day's pay for each of the following holidays:

Labor Day	Martin Luther King Day
Indigenous People's Day	Presidents' Day
Veterans Day	Patriot's Day
Thanksgiving Day	Good Friday
Native American Heritage Day	Memorial Day
Christmas Day	Juneteenth
New Year's Day	

With the condition that the paraprofessional is scheduled to work the work day before and the work day after the holiday and does not call in for an unexpected absence.

Signed in the City of Holyoke on May 25, 2021

Holyoke Association of Paraprofessionals


June Lavelle/ *Union President*

Holyoke Public Schools


Anthony Soto/ *Acting Receiver/Superintendent*

NOTES