

AN AGREEMENT
between the
WINTHROP SCHOOL COMMITTEE
and the
WINTHROP TEACHERS' ASSOCIATION
(Educational Support Personnel)

Winthrop, Massachusetts

2011-2012 (same as the 2008-2011 Contact)

2012-2015

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ARTICLE I

RECOGNITION

The Winthrop School Committee hereby recognizes the Winthrop Teachers' Association for the purpose of collective bargaining under the provisions of Massachusetts General Laws, Chapter 150E, as the exclusive bargaining agent for all educational support personnel employed by the Committee as described in the Agreement for Consent Election, filed with the Massachusetts Labor Relations Commission in Case #MCR 2890.

ARTICLE II

SALARY

Section 1.

All educational support personnel shall be paid according to the salary schedule set forth in Appendix A.

Section 2.

Salaries shall be paid every two (2) weeks according to current practice.

Section 3.

Educational support personnel shall be entitled to the following deductions:

- (a) Association dues
- (b) credit union
- (c) health insurance

Section 4.

Educational support personnel who have worked one hundred (100) days or more during the previous school year as employees of the Winthrop School Department will be eligible to move onto the next higher step of the salary schedule.

Section 5.

In recognition of the value of continued years of service to the Winthrop School System, a "Super Maxima" salary schedule is set forth below.

ABOVE BASE RATE AFTER YEARS OF TOTAL SERVICE

10 Years	15 Years	20 Years
\$300	\$400	\$600

ARTICLE III

GRIEVANCE PROCEDURE

Section 1.

For the purpose of this Agreement, a grievance shall be defined as: Any complaint by an ESP covered by the Agreement that (1) he/she has been subject to a violation, inequitable application or misinterpretation of a specific provision of this Agreement or (2) he/she has been subjected to an unfair or discriminatory act contrary to established policy and practice.

Section 2.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of staff. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. Consultation between the Association and the superintendent is encouraged as a means of resolving problems.

Section 3.

Nothing herein contained will be construed as limiting the right of any ESP having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment above Level One and to state its views. If the staff so chooses, a representative of the Association may be present at Level One.

Section 4.

No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Winthrop for any staff involved in presenting such grievance.

Section 5.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement. It is understood and agreed that no grievance, dispute, misunderstanding or difference between the parties arising out of acts which occurred prior to the execution of this Agreement shall be submitted to the Committee under the provision of this Article. It is understood that any grievance pending at the conclusion of the contract will remain operative in the subsequent contract period unless settled in negotiations.

Section 6.

If at the end of the fifteen days next following either the occurrence of any grievance or the date when the ESP should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level One, as set forth below, the grievance shall be deemed to have been waived. Such time limit may be extended by mutual agreement.

Level 1.

An ESP with a grievance will first discuss it with his/her principal or immediate supervisor during non-teaching hours.

Level 2.

If at the end of three (3) school days next following such presentation, the grievance shall not have been disposed of to the aggrieved's satisfaction, the ESP may file with the president of the Association a written statement of the grievance. Such statement shall be reviewed with the ESP by the said president or his/her designee, and if after such review the ESP so desires, the grievance shall be presented in writing by the teacher to the superintendent or his/her designee within five (5) school days.

Level 3.

If at the end of ten (10) school days next following presentation of the grievance in writing to the superintendent the grievance shall not have been disposed of to the satisfaction of the ESP, the ESP may refer the grievance in writing to the chair of the School Committee within five (5) school days.

The Committee or its designated representative and the ESP and, if the ESP so elects, counsel and/or an authorized representative of the Association shall meet to discuss the grievance as promptly as possible, normally within fourteen (14) school days at a time mutually agreed upon by the chair of the School Committee and the president of the Teachers' Association.

If any person or persons are to represent the teacher at this meeting, the School Committee will be informed in writing prior to three (3) school days before the meeting of the titles and names (if possible) of such person or persons anticipated. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours.

The School Committee will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may be appealed to arbitration by written notice of such intention to appeal within ten (10) school days after the receipt of the written answer under Level 3. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article IV.

Section 7.

If there is a grievance which directly affects a group or class of ESPs or is of a general nature, the Association may submit such a grievance in writing directly to the level of administration having the appropriate authority to resolve said grievance. If appropriate, an individual grievance may be filed directly at the lowest level of the administration having the appropriate authority to resolve the grievance.

Section 8.

A grievance not initiated within the time specified shall be deemed waived. Failure of the ESP filing the grievance to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

Section 9.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable. For grievances being processed during the summer, the time limits stated in terms of school days will be interpreted as referring to regular workdays (Monday through Friday, exclusive of any legal holidays).

ARTICLE IV

ARBITRATION

Section 1.

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven school days after written notice of intention to arbitrate has been received from the Association, then the Association shall within five school days thereafter request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

The parties may by mutual agreement choose to submit more than one grievance to the same arbitrator.

Section 2.

Each party shall bear the expense of its representatives, participants, witnesses and for preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties provided that the obligation of the Committee and the Association to pay shall be limited to the obligation which the Committee and the Association can legally undertake in that connection. In no event shall any present or future member of the Committee or the Association have any personal obligation for any payment under the provision of this Section.

Section 3.

The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at his/her decisions solely upon the facts, evidence and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee, the Association and the teacher or group of teachers who initiated the grievance.

Section 4.

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement.

ARTICLE V

RIGHTS OF THE COMMITTEE

Section 1.

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Winthrop in the Committee and the superintendent for the quality of education in and the efficient and economical operation of the Winthrop School System, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Committee and the superintendent retain all rights and powers that they have or may hereafter be granted by law in managing the school department and directing the working force and may exercise the same at their discretion

without any such exercise being made the subject of a grievance except as expressly provided herein.

Said rights and powers include but are in no way to be construed as limited to: the establishment of rules and regulations; the right to determine the extent to which work will be performed by members of the bargaining unit; the right to hire, fire, suspend, or in any other manner discipline for just cause; to promote, demote, transfer permanently or temporarily; to determine hours for and the number of employees required at any location; to determine the qualification and competence of; to evaluate the performance of; to assign any added, lessened, or different work or responsibility to; to set standards and requirements applicable to and make determination of the number of steps and the eligibility for any in-step wage increases for; to make any pay deduction because of absence, or failure to perform work by any employee covered by this Agreement; and to introduce new or to change existing operational methods.

The above rights are reserved exclusively and solely as prerogatives of the Committee and the superintendent, subject only to such limitations as are expressly provided for in this Agreement.

ARTICLE VI

VACANCIES

Vacancies in positions covered by this Agreement shall be posted in each school. In any case every vacancy will be posted in each school at least five (5) days prior to the close of applications. Notice of all such vacancies and Unit A vacancies which occur during the summer shall be posted in the Office of the Superintendent and copies sent to the president of the Winthrop Teachers' Association and to those educational support personnel who have left self-addressed envelopes for this purpose. Upon the posting of any vacancy, notification will be e-mailed to all ESPs on the school department e-mail system.

ARTICLE VII

WORK YEAR AND WORK DAY

Section 1.

The work year for educational support personnel shall be one hundred and eighty two (182) days. Effective for 2011-2012 school year and thereafter, any additional days negotiated into the Agreement beyond the 182 days worked for 2010 – 2011 work year will be compensated at the rate of .5% per each additional day.

Section 2.

The work day for educational support personnel shall be the hours that students are in attendance except as stated in Section 7 below.

Section 3.

Educational support personnel shall have a duty-free lunch period equal in length to the teacher lunch period in the building to which the educational support personnel are assigned. Educational support personnel may be assigned to administrative supervising on all but two (2) days during each six (6) day cycle.

Educational support personnel will be entitled to a break exclusive of a lunch period. Such break shall be scheduled with the agreement of the building principal. This break will be a minimum of thirty-five (35) minutes duty-free per day.

Section 4.

It is recognized that many educational support persons have been hired and assigned for a specific program and such assignment may change from time to time depending on the needs of the students. The superintendent or building principal will be responsible for the assignment of all educational support personnel in the system or his/her building.

Educational support personnel who serve as substitutes for teachers will receive one-fifth (1/5) of the daily substitute rate for each period of substituting. This compensation will be over and above their regular daily pay. An ESP who works in a classroom that is in need of coverage will be given first opportunity to substitute, upon the discretion of the building principal.

Section 5.

All employees shall be required to sign in upon arrival at school each day and sign out if they leave during the day. And educational support person may leave the building when he/she has a free period or during a scheduled lunch period. He/she will sign out upon leaving and will sign in when he/she returns. Educational support personnel will not have to get permission from the building principal to leave during lunch time or a free period.

Section 6.

ESP's will be provided with the opportunity to read the Individualized Educational Plan (IEP) for the students to whom they provide direct services. In addition, ESP's will be provided with the opportunity to read the IEP for any student who has a behavioral plan, and will be provided with any required restraint training on an annual basis.

An ESP assigned to work with a student may be given pertinent medical information by the school nurse regarding the students' needs to ensure the ESP is fully prepared to assist the student.

Section 7.

Professional development will be provided for the ESP's one full day a year and on two half days a year. A professional development committee (at least two ESP's and two Administrators) will be established to plan this professional development. Each ESP must attend ten (10) hours of professional development each school year or be subject to progressive discipline.

Section 8.

Every attempt will be made to provide schedules for ESP's for the next school year prior to the first day of school.

ARTICLE VIII

SICK LEAVE

Section 1

Sick leave for educational support personnel shall be thirteen (13) days effective on the first day of school each year. Sick leave may be accumulated up to 139 days per year.

Section 2.

Each educational support person shall receive written notice of the total number of sick days he/she has accumulated by October 1 each school year.

ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

Section 1

Educational support personnel will be entitled to the following temporary leaves of absence with pay:

- (a) Time necessary for appearance at legal proceedings connected with an educational support person's employment or with the school system will be granted.
- (b) While serving on a jury, educational support personnel shall be paid the difference between their regular pay and jury pay.
- (c) Up to five (5) consecutive calendar days will be granted at any one time in the event of a death in the immediate family. Immediate family will include mother, father, brother, sister, wife, husband, child, grandparents. An absence of two (2) days may be granted applicable to an educational support person's in-laws or the grandparents of his/her spouse, unless said relative is a member of the immediate household, in which case he/she shall be entitled to three (3) days.
- (d) Up to three (3) days may be utilized for imperative personal business which could not effectively be conducted outside of school hours. The first two (2) days will be exclusive of sick leave, and the third will be deducted from sick leave. In the event these days are not taken, the days will be added to the individual's sick leave. Reasons for such leave must be given at least forty-eight (48) hours before such absence occurs whenever possible. In emergency situations, notice may be conveyed by telephone to the superintendent and later reduced to writing.

Section 2.

Additional personal leave may be granted from sick leave at the discretion of the superintendent for compelling personal reasons, including religious observances.

The employee may use sick leave for purposes of disability certified by a physician as requested by the school department.

ARTICLE X

FAMILY MEDICAL LEAVE

Section 1.

In accordance with the Family and Medical Leave Act of 1993, the Committee will provide eligible employees up to twelve (12) weeks of unpaid leave in a twelve- (12) month period and in accord with the Act.

Eligible employees shall be defined as set forth in the Act.

Section 2.

The following reasons qualify for leave:

- (a) to care for a newborn or a newly-placed adopted or foster child;
- (b) to care for a child, spouse, or parent with a serious health condition;
- (c) to care for the employee's own serious health condition.

Section 3.

Substitution of Paid Leave

If leave is taken because of the employee's own serious health condition, an eligible employee must first exhaust any accrued paid sick leave and personal leave.

If leave is taken to care for a child, spouse, or parent with a serious health condition or to care for a newborn or newly-placed adopted or foster child, an eligible employee must first exhaust any accrued paid personal leave.

If the employee's accrued paid leave is less than twelve (12) weeks, the remaining weeks will be unpaid.

Section 4.

Benefits During Leave

The Committee will maintain health coverage for an employee on leave under this policy at the level and under the same conditions as the employee would have enjoyed if not on leave. If the employee fails to return to work following the leave, unless the failure to return is

due to the continuation, reoccurrence, or onset of a serious medical condition of himself/herself or family, or other circumstances beyond the employee's control, the employee on leave under this policy will be responsible for the cost of health coverage during the period of leave.

Section 5.

The twelve- (12) month period shall be a rolling period.

Section 6.

Seniority shall accrue while an employee is on an approved FMLA leave.

Section 7.

The FMLA special rules that apply to local educational agencies shall apply.

Section 8.

Extended Leave

In the event an employee desires a leave without pay longer than provided under the FMLA, the procedure listed below will be followed:

- (a) Such leave shall not be unreasonably denied.
- (b) Such leave shall commence at a time corresponding with the beginning of a semester or a vacation period and will expire on the September 1 following the birth of a child or at a time agreed to by the employee and the superintendent.
- (c) The date of anticipated return will be established with the superintendent at the time the leave commences. In addition, the member of the Unit must notify the superintendent in writing by the first of March in the calendar year in which the leave expires of intention to return to the System. Failure to comply with this requirement will be considered a resignation.
- (d) At the time of return, a fitness for duty certificate will be required.

ARTICLE XI

ESP FACILITIES

The Association will have the right to use school buildings without cost, at reasonable times, for meetings. To the extent possible, all educational support personnel will be given a Winthrop Public Schools e-mail address.

ARTICLE XII

PROTECTION

Any employee who is absent from work due to a work-connected accident or disability, and who is receiving worker's compensation, may at his/her option turn in his/her compensation check and receive his/her regular weekly pay, in exchange for a deduction of one half (1/2) day of sick leave for each day absent, to the extent he/she has such credits available.

ARTICLE XIII

RETIREMENT

The School Committee will authorize deductions from the educational support person's paycheck for any retirement system for which the ESP is eligible.

Educational support personnel covered by this Agreement who have worked for ten (10) years in the Winthrop School System shall, upon application, obtain an increase in compensation in the final year of working in the following manner: all accumulated sick leave shall be wiped off the books and in lieu thereof the annual salary schedule of the individual concerned will be increased by fifteen (15) dollars per day for each sick leave day surrendered up to:

2012-2013	120 days
2013-2014	125 days
2014-2015	130 days

ARTICLE XIV

INSURANCE

Section 1.

As long as the Town of Winthrop agrees to pay one-half (1/2) of the cost of the Harvard Pilgrim Health Plan and one-half (1/2) the cost of a \$2,000 life insurance policy and a \$2,000 accidental death and dismemberment policy, details of which are covered in a supplementary booklet, the School Department will deduct the employee's share from payroll checks for participating members on receipt of the proper authorization.

On the date of retirement, life insurance may be continued in the amount of \$1,000, one-half (1/2) to be paid by the retiree.

For the retired employee, the hospital-surgical-medical coverage may be continued through the local pension group. If an individual does not desire to remain in the insurance plan, the retired employee may secure his/her hospital-surgical-medical coverage under any conversion contract offered by Harvard Pilgrim Health Plan.

Section 2.

In the event the Town of Winthrop modifies its insurance plan, similar arrangements for payroll deduction will be made available to all school personnel.

Section 3.

School personnel leaving the system at the conclusion of the school year are entitled to remain in the Harvard Pilgrim Health Plan until August 31 of the current calendar year.

Section 4.

School personnel on unpaid leave of absence may remain in the appropriate health plan by paying the entire premium due to the Office of the Town Treasurer to the extent allowed by the policy and the law.

Section 5.

The Committee agrees that it will use its best efforts to defeat any attempt to change the practice of the payroll deductions for health insurance on a pre-tax basis, provided remains permissible under the law.

ARTICLE XV

EVALUATION

Section 1.

Observation of the work performance of an educational support person will be conducted openly and with full knowledge of the educational support person. Educational support personnel will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such report with their supervisors. Every educational support person will be observed and will receive a written evaluation by the building principal at least once a year and by the department supervisor at least once a year.

Section 2.

An educational support person will have the right, upon request, to review and duplicate the contents of his/her personnel file. An educational support person will be entitled to have a representative of the Association accompany him/her during such review.

Section 3.

No material relative to an educational support person's conduct, service, character, or personality will be placed in his/her personnel file unless the educational support person has

had an opportunity to review the material. The educational support person will acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The educational support person will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

Section 4.

The Committee and the educational support personnel unit agree that upon ratification of this Agreement, the parties will create a subcommittee on evaluation to review the evaluation document and process.

ARTICLE XVI

GENERAL

Section 1.

No educational support personnel will be discriminated against because of race, creed, color, political affiliation, religion, nationality, age, sex, or marital status.

Section 2.

There will be no reprisals of any kind taken against any educational support person by reason of his/her membership in the Association or participation in its legitimate activities.

ARTICLE XVII

SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XVIII

COURSE REIMBURSEMENT

Section 1.

The School Committee agrees to reimburse any unit member who has completed three (3) years of service for up to nine (9) credit hours of course work during the fiscal year. Such reimbursement amount shall be limited to fifty (50) percent of the cost of a state college tuition including registration fees.

The course taken must have approval of the superintendent prior to enrollment in order to qualify for reimbursement. Official transcripts of courses, including a grade of "B-" or better for each of the nine (9) semester hours, must be submitted to the Office of the Superintendent prior to June 30 in order to receive such reimbursement.

Section 2.

Educational support personnel will be permitted to participate in previously-established courses for certification or re-certification provided: (1) there is no cost to the Committee; (2) space is available; and (3) the educational support person meets any qualifications necessary to participate in the course.

Section 3.

A budget of \$2,500 will be established for course reimbursement. Educational support personnel who successfully complete a course will apply for reimbursement once the official transcript is received.

ARTICLE XIX

LAYOFF LANGUAGE/RIF/RECALL

Section 1.

In the event that the School Committee decides to reduce the number of employees in the unit, the Committee shall select employees for layoffs on the basis of seniority, that is, the least senior employee(s) will be laid off.

Section 2.

Unit members selected for layoff shall be notified prior to June 1 of the school year prior to the school year in which the layoff is to become effective.

Section 3.

Unit members who are laid off shall be placed on a layoff/recall list for a period of twenty-six (26) months. Whenever a vacancy should occur within the unit, the most senior employee on the layoff/recall list shall be offered the vacant position, in order of seniority, before the School Committee offers such vacant position to outside applicants.

Section 4.

Seniority shall be computed as unbroken length of service in months, weeks, and days, as an employee within the unit. Authorized leaves of absence shall not constitute a break in seniority.

Section 5.

A seniority/recall list will be posted annually by October 1 and be subject to correction through the grievance process.

Section 6.

In the event that two or more unit members have identical seniority, lots will be drawn to establish relative seniority.

Section 7.

If reassignment of a unit member is necessary, seniority will be the guiding principle, but the needs of the system will be determined by the Office of the Superintendent.

ARTICLE XX

SICK LEAVE BANK

Section 1.

Effective for the duration of this Agreement, a Sick Leave Bank will be established for use by qualified members of the bargaining unit whose sick leave accumulation is exhausted through serious prolonged illness/accident and who require additional leave to make full recovery from an extended illness/accident.

Section 2.

Each member of the bargaining unit shall submit one (1) sick day of his/her personal accumulation to the Sick Leave Bank to be utilized by employees who qualify and who have exhausted their own individual leave, both annual and accumulated, and who still have a serious extended illness.

Section 3.

Personnel shall not qualify for consideration of extended illness leave within the framework of the Sick Leave Bank unless they have accumulated at least twenty (20) sick leave days (after the submission required by Section 2). Once an employee has become eligible for the benefits of the Sick Leave Bank, he/she shall continue such eligibility for the duration of this Agreement.

Section 4.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the School Committee to serve at its discretion and two (2) members designated by the Association to serve at its discretion.

Section 5.

Any sick leave granted under the provisions of this Article shall expire at the end of the school year.

There shall be no accumulation or carryover to successive years of unused Sick Leave Bank days beyond the term of this Agreement.

Section 6.

Sick Leave Bank days shall be available only after the infirmed employee has exhausted his/her entire personal sick leave, both annual and accumulated.

Section 7.

All requests for grants from the Sick Leave Bank shall be in writing and shall be accompanied by certification of a physician as to the illness and/or disability of the employee and the anticipated extent of recovery time necessary.

Section 8.

Application for benefits may be made prior to the employee's exhaustion of his/her personal sick leave to expedite benefits, but drawing upon the Sick Leave Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided.

Section 9.

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. If additional days are needed, they must be requested in writing and contain further certification by a physician.

Section 10.

The Sick Leave Bank Committee may request further evidence or a second physician's opinion before granting additional days from the Sick Leave Bank.

Section 11.

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

- (a) medical evidence of serious extended illness;
- (b) prior utilization of eligible sick leave.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

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

Section 12.

This Article will remain in effect as long as the unit remains part of the Winthrop Teachers' Association.

ARTICLE XXI

AGENCY SERVICE FEE

Section 1.

Pursuant to Massachusetts General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Association an agency service fee which shall be proportionally commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted at each pay period.

Section 2.

In consideration of the School Committee's agreement to an agency fee provision, the Association hereby agrees to indemnify the School Committee, its agents, officers, and

employees and hold them harmless from any and all claims, demands, suits, back pay, interest, or other forms of liability however denominated which may arise out of, or by reason of any action by the School Committee, its agents, officers, and employees in entering into or taken to enforce, or defend its enforcement of, said provision including discharge for nonpayment, including all legal fees, costs, and damage awards incurred by the School Committee, its agents, officers, and employees.

Section 3.

No request to dismiss or suspend an employee for nonpayment of an agency service fee shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with the provisions of Massachusetts General Laws, Chapter 150E, Section 12 and 456 CMR 17:00.

**ARTICLE XXII
SMALL NECESSITIES LEAVE ACT**

Section 1.

Employees who are eligible for twenty-four (24) hours of unpaid leave pursuant to the Small Necessities Leave Act (Massachusetts General Laws, Chapter 149, Section 52D) must substitute any accrued paid personal leave for any of the leave provided under the Act.

Section 2.

To be entitled to leave, employees must provide notice to the Superintendent as follows:

- (a) If the need for leave is foreseeable, the employee must request the leave not later than seven (7) days in advance.
- (b) If the need is not foreseeable, the employee must notify the employer as soon as practicable under the particular circumstances of the individual case.
- (c) Employees must complete the attached certificate form.

Employee's Certification

I certify that on _____, I will/did take _____ hours of leave for the following purpose:

- _____ to participate in school activities related to the educational advancement of my son or daughter;
- _____ to accompany my son or daughter to routine medical or dental appointments such as check-ups or vaccinations;
- _____ to accompany an elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care.

Employee's Name: _____ Date: _____

ARTICLE XXIII

**ELECTRONIC COMMUNICATION SYSTEM/NETWORK
ACCEPTABLE USE POLICY**

The members of the bargaining unit will sign and follow the Winthrop Public Schools Electronic Communication System/Network Acceptable Use Policy. A copy of the policy is attached as Appendix B.

ARTICLE XXIV

ACCESS TO KEYS POLICY

To the extent members of the bargaining unit have been given access to keys to a school, they shall sign for and be subject to the Access to Keys Policy. A copy of the policy is attached as Appendix C.

ARTICLE XXV

PROBATIONARY PERIOD

Starting in September, 2005, all new employees covered by this Agreement shall serve a one hundred eighty- (180) workday probationary period during which any discipline, suspension, or discharge shall be in the sole discretion of the superintendent and/or his/her designee and shall not be subject to the grievance and arbitration provisions of this Agreement.

No ESP shall be disciplined, discharged, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

ARTICLE XXVI

CRIMINAL OFFENDER RECORD INFORMATION (CORI) REVIEW POLICY

In compliance with the provisions of Chapter 385 of the Acts of 2002, effective September 1, 2003, the Superintendent of Schools shall request and review CORI reports.

Employees shall be made aware that CORI reports concerning them are being requested. It shall be a condition of employment for employees to complete the necessary forms to permit the superintendent to obtain the CORI report for each employee.

CORI report review for individual employees shall take place not more than once every three (3) years. Employees may, upon request, receive a copy of the CORI report received by the Superintendent.

All CORI reports shall be kept in a separate, secure file maintained in the Office of the Superintendent with only the superintendent and his/her executive secretary having access to the CORI report with entries. CORI reports with entries shall be maintained with a blank cover sheet over the CORI report. Upon termination of employment, an employee may request in writing that he/she be given his/her reports. Such reports shall be given to the employee within ten (10) days of the request.

ARTICLE XXVII

VOLUNTARY AND INVOLUNTARY TRANSFERS

Section 1 – General

When a vacancy in an ESP position occurs, the position/school will be posted and e-mailed to all ESP's.

A position vacant on or after April 1st may be filled for the remainder of a school year; however, the position will become a vacancy on the last day of school in June so that ESP's presently employed will have an opportunity to apply for the position. A list of vacancies will be posted on or before June 1st. ESP's interested may apply before June 15th.

Section 2 – Voluntary Transfers

An ESP desiring a transfer from one building to another will submit a written request by March 31st to the Superintendent with a copy to the ESP's building principal stating the assignment preferred and the reasons for the request to transfer.

Transfers will become effective at the beginning of the school year when deemed appropriate by the Superintendent or his/her designee.

All requests for a transfer will be acknowledged in writing.

Section 3 – Involuntary Transfers

When an involuntary transfer has been made, the ESP will be notified in writing of the decision prior to the first day of school. The ESP will have right to meet with the Superintendent or his/her designee to discuss the transfer. The ESP may have an Association representative present at the meeting.

ARTICLE XXVIII

DURATION

Section 1

This Agreement shall become effective as of September 1, 2012 and shall continue in full force and effect until August 21, 2015, and from year to year thereafter unless either party notifies the other prior to July 1, 2014 or any July 1 thereafter of its desire to terminate or modify this Agreement.

Section 2

During negotiations, the Committee and the Association representatives will present relevant data, exchange points of view and make proposals and counter proposals as each deems appropriate. Either party may, if it desires, utilize the services of outside consultants and may call upon professional or lay representatives to assist in negotiations.;

IN WITNESS WHEREOF, the parties have set their hands and seal by their duly authorized representatives this 10th day of September 2012.

WINTHROP TEACHERS' ASSOCIATION

WINTHROP SCHOOL COMMITTEE

Pauline M. Boyajian, President

Gary Skomro, Chairman

APPENDIX A

WINTHROP ESP SALARY CHART

2011-2012 No change from 2010-2011

Step	ESP	Highly Qualified	Associates	Bachelors
1	\$ 13,939.00	\$ 15,294.00	\$ 20,328.00	\$ 21,351.00
2	\$ 15,183.00	\$ 16,452.00	\$ 21,258.00	\$ 22,280.00
3	\$ 16,010.00	\$ 17,224.00	\$ 22,187.00	\$ 22,686.00
4	\$ 16,596.00	\$ 17,769.00	\$ 23,128.00	\$ 24,140.00
5	\$ 17,525.00	\$ 18,633.00	\$ 24,046.00	\$ 25,069.00
6	\$ 18,455.00	\$ 19,496.00	\$ 24,976.00	\$ 25,976.00

September 1, 2012 - March 1, 2013 1.5%

Step	ESP	Highly Qualified	Associates	Bachelors
1	\$ 14,148.00	\$ 15,523.00	\$ 20,633.00	\$ 21,671.00
2	\$ 15,411.00	\$ 16,699.00	\$ 21,577.00	\$ 22,614.00
3	\$ 16,250.00	\$ 17,482.00	\$ 22,520.00	\$ 23,026.00
4	\$ 16,845.00	\$ 18,036.00	\$ 23,475.00	\$ 24,502.00
5	\$ 17,788.00	\$ 18,912.00	\$ 24,407.00	\$ 25,445.00
6	\$ 18,732.00	\$ 19,788.00	\$ 25,351.00	\$ 26,366.00

March 1 - June 30, 2013 .5%

Step	ESP	Highly Qualified	Associates	Bachelors
1	\$ 14,219.00	\$ 15,601.00	\$ 20,736.00	\$ 21,779.00
2	\$ 15,488.00	\$ 16,782.00	\$ 21,685.00	\$ 22,727.00
3	\$ 16,331.00	\$ 17,569.00	\$ 22,633.00	\$ 23,141.00
4	\$ 16,929.00	\$ 18,126.00	\$ 23,592.00	\$ 24,625.00
5	\$ 17,877.00	\$ 19,007.00	\$ 24,529.00	\$ 25,572.00
6	\$ 18,826.00	\$ 19,887.00	\$ 25,478.00	\$ 26,498.00

2013-2014 2%

Step	ESP	Highly Qualified	Associates	Bachelors
1	\$ 14,503.00	\$ 15,913.00	\$ 21,151.00	\$ 22,215.00
2	\$ 15,798.00	\$ 17,118.00	\$ 22,119.00	\$ 23,182.00
3	\$ 16,658.00	\$ 17,920.00	\$ 23,086.00	\$ 23,604.00
4	\$ 17,268.00	\$ 18,489.00	\$ 24,064.00	\$ 25,118.00
5	\$ 18,235.00	\$ 19,387.00	\$ 25,020.00	\$ 26,083.00
6	\$ 19,203.00	\$ 20,285.00	\$ 25,988.00	\$ 27,028.00

2014-2015 2.25%

Step	ESP	Highly Qualified	Associates	Bachelors
1	\$ 14,829.00	\$ 16,271.00	\$ 21,627.00	\$ 22,715.00
2	\$ 16,153.00	\$ 17,503.00	\$ 22,617.00	\$ 23,704.00
3	\$ 17,033.00	\$ 18,323.00	\$ 23,605.00	\$ 24,135.00
4	\$ 17,657.00	\$ 18,905.00	\$ 24,605.00	\$ 25,683.00
5	\$ 18,645.00	\$ 19,823.00	\$ 25,614.00	\$ 26,700.00
6	\$ 19,635.00	\$ 20,741.00	\$ 26,573.00	\$ 27,636.00

Stipend Position(s)

The Association and the Administration agree that any ESP who participates in the two fund raiser activities during the school year will be paid \$400.00 over and above his/her regular pay.

APPENDIX B

**ELECTRONIC COMMUNICATION SYSTEM/NETWORK
ACCEPTABLE USE POLICY**

It is the policy of the Winthrop Public Schools that staff will use the school district's electronic communication system/network ("system/network"), including the Internet, voice mail, and e-mail, in a responsible, legal, and ethical manner. Failure to do so or otherwise to comply with this Acceptable Use Policy may result in the suspension or termination of system/network privileges for the user, disciplinary action up to and including discharge, and/or prosecution under federal or state law.

PURPOSE

The system/network is the property of the school district and is intended to be used for business purposes only. This may include using the system/network to conduct research and to communicate with others concerning educational and business matters.

ACCEPTABLE USE

Use of the system/network is a privilege, not a right. Any use of the system/network must be consistent with, and directly related to, the educational objectives and business purposes of the Winthrop Public Schools. A violation of the terms of this Acceptable Use Policy may result in the suspension or termination of system/network privileges, and also may result in other disciplinary action, consistent with any applicable collective bargaining agreements, statutes, or district-wide disciplinary policies. Users should be aware that violation of these provisions that constitute a crime also may result in criminal prosecution.

The following conduct violates the Acceptable Use Policy:

- (a) using the system/network for personal or recreational purposes or activities;
- (b) sending "chain letters" or "broadcast" messages to lists or individuals, or subscribing to "listserves" or "newsgroups," without permission;
- (c) accessing discussion groups or "chat rooms" whose purpose is not primarily educational;
- (d) using the system/network to buy, sell, or advertise anything, without permission;
- (e) using the system/network for gambling purposes;
- (f) using the system/network for political campaigning purposes, including but not limited to attempts to influence ballot questions or to promote or oppose a candidate for public office;

- (g) using or transmitting profane, obscene, vulgar, sexually explicit, threatening, defamatory, abusive, discriminatory, harassing, criminal, or otherwise objectionable messages or materials via the system/network; employees are also prohibited from visiting Internet sites posting such materials and from downloading or displaying such materials;
- (h) using the system/network for illegal purposes, in support of illegal activities, in a manner that violates any federal or state law, or for an activity prohibited by school district policy, including but not limited to the spreading of computer viruses;
- (i) using another person's password or pretending to be someone else when using the system/network;
- (j) accessing, reading, altering, deleting, or copying another user's messages or data without express written approval;
- (k) attempting to gain unauthorized access to system/network programs or computer equipment, including attempts to override, or to encourage others to override, any firewalls established on the system/network;
- (l) installing software or data on the system/network without first having the information scanned by the system/network administrator for viruses or other incompatibility.

Employees are required to comply with copyright, software licenses, and intellectual property laws. The school district strongly condemns the illegal distribution (otherwise known as "pirating") of software. Any users who are caught transferring such files through the network, and whose accounts are found to contain such illegal files, shall have their system/network privileges terminated. In addition, all users should be aware that software piracy is a federal offense and is punishable by a fine or imprisonment.

MONITORED USE

All messages and information created, sent, or retrieved on the system/network are the property of the Winthrop Public Schools, and should not be considered to be confidential. The system/network's backup mechanism automatically stores communications, including those that employees "delete." Although the school district does not plan to review such communications on a regular basis, it reserves the right to access and monitor all messages and information on the system, as it deems necessary and appropriate in the ordinary course of business, to prevent abuse by employees, to ensure the proper use of resources, and to conduct routine maintenance. Where appropriate, communications, including text and images, may be disclosed to law enforcement officials in response to proper requests, or to other third parties in the context of proper requests in the course of litigation, without the prior consent of the sender or receiver. Employees who use the system/network are considered to have consented to such monitoring and disclosure.

The system/network is not to be considered as a resource intended for use as a public forum or for any purpose that is not directly related to the school district's business interests.

E-mail messages are public records, subject to disclosure under Massachusetts General Laws, Chapter 66, Section 10. E-mail communications, therefore, should be printed and maintained in hard copy in the school district's files, so that they can be made available to the public, upon request, for inspection or copying.

Employees should avoid sending documents or information containing confidential or sensitive material, such as student record and personnel information, via the system/network, due to concerns relating to the security of such documents or information.

Employees should not discuss litigation in e-mail messages, because such messages are not privileged and are subject to discovery in litigation against the school district.

LIABILITY

The Winthrop Public School System assumes no responsibility or liability for:

- (a) any unauthorized charges or fees incurred as a result of an employee's use of the system/network, including but not limited to telephone charges, long distance charges, per minute surcharges, and/or equipment or line charges;
- (b) any financial obligations arising out of the unauthorized use of the network for the purchase of products or services;
- (c) any information or materials that are transferred through the system/network;
- (d) any cost, liability, or damages caused by a user's violation of this Acceptable Use Policy, or any other inappropriate use of electronic resources of the Winthrop Public Schools.

The Winthrop Public School System makes no guarantee, implied or otherwise, regarding the reliability of the data connection, and shall not be liable for any loss or corruption of data resulting while using the system/network.

EMPLOYEE CONFIRMATION OF RECEIPT

I certify that I have received, been provided an opportunity to ask questions about the content of, and understand the Electronic Communication System/Network Acceptable Use Policy of the Winthrop Public School System.

I acknowledge that the Winthrop Public School System telecommunication system, including but not limited to voice mail, fax mail, electronic mail, and access to the Internet is Winthrop Public School System property and by my use of the system consent to the monitoring of the system.

I further acknowledge that my continued access to the telecommunication system is

conditioned upon strict adherence to the policy. Any violation of this policy or use of the Winthrop Public School System telecommunication system for improper purposes shall subject me to discipline, up to and including discharge.

Employee Name

Employee Signature

Date

APPENDIX C

ACCESS TO KEYS POLICY

I, _____, an employee at the _____ School in Winthrop, Massachusetts, acknowledge that I have been given keys to the _____ School. I understand and agree that as a recipient of the keys to the school, I may access the school as needed in order for me to perform my job. I further understand that I am not permitted to make additional sets of keys without authorization from _____, nor am I permitted to transfer, give, or loan the keys to any individual who has not been authorized by _____, principal of the _____ School to receive a set of keys. A violation of this policy may subject me to discipline.

Employee Name

Employee Signature

Date

APPENDIX D

SIDE LETTER OF AGREEMENT

The principals of each school will be directed to develop a plan to address situations where an educational support person is required to report before and/or stay after the normal school day.

APPENDIX E

LETTER OF UNDERSTANDING

THE WINTHROP SCHOOL COMMITTEE AND THE WINTHROP TEACHERS' ASSOCIATION (ESP UNIT) AGREE THAT:

Upon the recommendation of the Superintendent and approval of the School Committee, the school-age children of non-resident educational support personnel employed by the Winthrop Public Schools may enroll, without charge for tuition, in the Winthrop Public Schools, subject to the following conditions:

- (a) The child may attend the Winthrop Public Schools only after a determination has been made that there is an available seat. If the number of non-resident students seeking acceptance exceeds the number of available seats, the students shall be selected by lottery. The Committee shall be under no obligation to overcrowd a classroom or hire additional staff to fulfill the terms of this side letter.
- (b) The Winthrop School Committee shall be under no financial obligation or liability for any Chapter 766, bilingual, or other special program expense in regard to such non-resident children.
- (c) The Winthrop School Committee shall be under no obligation to supply transportation to such non-resident children.
- (d) A non-resident child enrolled in the Winthrop Public Schools pursuant to this Letter of Understanding may remain in the school system as long as: (1) the parent is employed by the Winthrop Public Schools; (2) the child abides by the rules and regulations of the School System; (3) there is no additional cost to the Winthrop Public Schools under paragraphs (b) and (c); and (4) the terms of this Letter of Understanding remain in effect.

An individual educational support person, with or without the Winthrop Teachers' Association, may request to meet with the School Committee to review an unfavorable decision; however, any decision of the School Committee made pursuant to the terms of this

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Letter of Understanding shall not be grievable or arbitrable.

The effective dates of this Letter of Understanding shall be September 1, 2012, through August 31, 2015.