

AGREEMENT

between the

IPSWICH SCHOOL COMMITTEE

and the

IPSWICH EDUCATORS ASSOCIATION

ESP UNIT

August 1, 2021 – July 31, 2024

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1. Recognition

1.1. Pursuant to the Department of Labor Relationships certification WMAM-20-8275, the Ipswich School Committee (referred to as the "Committee") recognizes the Ipswich Educators Association (referred to as the "Union") as the exclusive representative for the purposes of collective bargaining in respect to wages, hours of employment and other conditions of employment for all full-time and part-time employees regularly employed by the Committee in the positions of Registered Behavior Technicians (RBTs), Certified Occupational Therapy Assistants (COTAs), Speech Language Pathologist Assistants (SLPAs), and Physical Therapy Assistants (PTAs), but excluding all managerial, confidential, casual and other employees.

2. Association Dues

2.1. Employees shall tender Union membership dues by signing the authorization of dues form. The Employer agrees to deduct Union membership dues, levied in accordance with the By-Laws of the Union from the pay of each employee who executes or has executed such form; and the Employer agrees to remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted.

2.2. Employees may choose to join or not join the Union at their discretion.

3. Management Rights

3.1 The Committee and the Superintendent are provided with powers under the laws of the Commonwealth of Massachusetts, and except as is otherwise expressly provided by the terms of this Agreement, the determination of educational policy, the operation of the schools and the direction of the working forces are that of the Superintendent and/or the School Committee in accordance with the laws of the Commonwealth. This includes but is not limited to the following rights, some of which are modified by the terms of this agreement:

- 1) the right to determine the number of employees required in each classification;
- 2) the right to determine the services to be provided and standards of conduct;
- 3) the right to determine the standards of services to be provided;
- 4) the right to determine the methods, means and personnel by which its operations are to be conducted;

- 5) the right to require employees to engage in training and professional development during the work day;
- 6) the right to suspend, discharge or take other disciplinary action against an employee;
- 7) the right to relieve from duty employees because of lack of work, reorganization, reduction or elimination of grant funding, or other reason(s);
- 8) the right to contract out work as needed on a non-permanent basis; and
- 9) the right to take necessary actions to carry out its mission in emergencies

3.2 Nothing in this article shall be construed as limiting the Union's legal right under state law to bargain over decisions and/or the impacts of decisions made by the Committee.

4. Grievance Procedure

Section A. DEFINITIONS

A "grievance" shall mean any complaint arising from any alleged violation, misinterpretation, or misapplication of the contract.

Section B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time.

Section C. GENERAL

1. 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.
2. Failure at any step of this procedure to advance a grievance to the next step within the specified time limits should be deemed to be a waiver of advancing that grievance.
3. Failure at any step of this procedure to render a decision within the specified time limits shall advance the grievance to the next step.
4. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.
5. If a grievance affects two (2) or more educators, it may be filed directly at Level Two.

Section D. PROCEDURE

LEVEL ONE: Level One grievances shall be presented in writing to the building principal within ten (10) school days following the date on which the event or action giving rise to the grievance occurred. The building principal may meet with the grievant to discuss the circumstances of the grievance. The principal shall respond in writing within five (5) school days.

LEVEL TWO: If the Level One grievance is not disposed of to the grievant's satisfaction, the grievant may, within ten (10) school days of the date of the response to the Level One grievance from the building principal, present the grievance to the Superintendent of Schools. The Superintendent shall respond in writing within five (5) school days.

LEVEL THREE: If the Level Two grievance is not disposed of to the grievant's satisfaction, the grievant may, within ten (10) school days of the date of the response to the Level Two grievance from the Superintendent, present the grievance to the School Committee. The School Committee shall respond in writing within five (5) school days (after the next regularly scheduled Committee meeting).

LEVEL FOUR: If the Level Three grievance is not disposed of to the grievant's satisfaction, the Union may, within ten (10) school days of the date of the response to the Level Three grievance from the School Committee, submit the grievance to arbitration through the American Arbitration Association in accordance with said tribunal's voluntary rules and regulations then obtaining. The costs of the arbitrator shall be shared equally by the School Committee and the Association, including per diem expenses. Subject to law, the arbitration award made shall be final and binding upon the School Committee, the Association, and the grieving employee(s).

5. Probationary Period and Just Cause

5.1. Each new employee shall be considered as a probationary employee until they have completed one full school year. For the purpose of this article, 100 days worked is equivalent to one full school year (i.e. at the end of a school year an employee will be out of their probationary period if they have worked 100 days or more; however, an employee does not exit their probationary period on day 100 of the school year). Probationary employees

may be disciplined, discharged, or terminated at the discretion of the Superintendent or their designee.

- 5.2. On the first day of work after their first year, employees shall no longer be probationary. Employees who have passed probation shall not be disciplined, reprimanded, reduced in rank or compensation, or dismissed without good cause.
- 5.3. On the completion of their third full year, employees shall not be disciplined, reprimanded, reduced in rank or compensation, or dismissed without just cause

6. Hours of Work & Home Services

- 6.1. A work week of six (6) work hours per day plus a 30 minute unpaid lunch for a total of thirty (30) work hours per week shall be considered full time equivalent (1.0 FTE). ESPs shall report for work at least ten minutes prior to the start of the student day.
- 6.2. On early release days, ESPs shall not have assigned duties during the release time, and shall use the time for administrative and preparatory tasks.
- 6.3. Home Visits may occur during or outside of the normal school day hours as appropriate to an employee's position. Absent exceptional circumstances, Home Visits shall be scheduled at least one week in advance. ESPs shall be compensated for home visit services at the employee's standard rate of pay unless they fall under the "extra time" provisions.
- 6.4. Voluntary additional work - such as student tutoring, mentoring, or breakfast club - shall be assigned based on qualifications. ESPs shall be compensated for these services at their standard rate of pay unless they fall under "extra time" provisions.
- 6.5. All hourly employees shall be required to sign in and out of the building(s) in which they are working. The District may implement an electronic method for sign in/out at the District's discretion with reasonable notice to employees.
- 6.6. The number of days of work includes all days students are in session and all District Professional Development days and additional days provided by this Agreement.

7. Summer Work

7.1 Each year the District will post openings for summer work internally. If there are no qualified applicants the District may post for summer work externally.

8. Extra time

8.1. Work performed at the behest of the Committee beyond 40 hours in one calendar week shall be compensated at a rate of one-and-one-half-times (150%) their hourly rate for every hour of work or fraction thereof.

8.2. Unless otherwise specified in this agreement, any assignment of extra work beyond regular work hours is voluntary.

9. Transfers

9.1. Although the School Committee and the Association recognize that the transfer or reassignment of employees is sometimes necessary, they also recognize that frequent transfers of employees interfere with optimum performance.

9.2. When the Administration determines that a transfer should take place, the principal will ask for volunteers from any eligible employees. If no employees volunteer for the transfer or if the volunteer is not qualified for the new position, the District retains the right to transfer employees based upon qualifications. Qualifications shall be determined by assigning due weight to an employee's areas of competence, prior experience and training, quality of job performance, and best interest of students. In the event of equal qualifications, seniority shall be used as a tie breaker to determine transfer. If practicable, any employee who is transferred shall be given at least two (2) weeks notice of said transfer.

9.3. When mid-year transfer is necessary due to outplacement, changes in population, etc. the District shall make every effort to maintain the employment of an ESP whose assignment must change. If a reduction in force must occur due to these changes, said reduction shall follow the procedures in this CBA.

10. Sick Leave

- 10.1. All unit members shall be credited 12 sick leave days each school year, as of the first official day of said school year.
- 10.2. No more than five (5) days per contract year may be used to care for a member of the unit member's immediate family. Said days may be used to care for personal illness or for the care of an ill or injured member of their immediate family (parents, spouse, mother-in-law, father-in-law, children, persons residing in household.)
- 10.3. Unused sick days shall automatically accumulate to a maximum of 145 accumulated days.
- 10.4. Unit members employed prior to the ratification of this agreement shall keep their accrued sick days up to a maximum of 145 days.
- 10.5. Employees may be required to provide a medical certificate signed by a licensed physician or health care provider for absences exceeding three (3) consecutive days, at the request of the Superintendent or their designee.
- 10.6. A employee who is not the parent giving birth to the child may use up to ten (10) days of accrued sick leave to cover the employee's absence for the birth of their child or for the adoption of a child commencing with the day following the birth or placement of the child with the employee for adoption. Such accrued sick leave shall only be used during the 10 calendar days, excluding Saturdays, Sundays, and legal holidays, following the birth of the child/placement of the child for adoption. (For example, an employee who adopts a child on July 1st is not entitled to use any paid sick leave following the placement of the child for adoption as the five days following the birth of the child, excluding Saturdays, Sundays and the legal holiday on the 4th of July, are not work days.) The employee requesting to use sick leave for such purpose must provide the Superintendent with written notice at least one month prior to the anticipated date the leave is to commence or with as much notice as the employee can provide under the circumstances.
- 10.7. Sick leave days under sections 10.2 and 10.6 shall not exceed ten (10) days per contract year in the aggregate.

11. Personal Days

- 11.1 The Ipswich Public Schools will provide two (2) personal days per school year. Personal days are not cumulative. All personal leave usage must be requested in writing to the employee's supervisor at least forty eight (48)

hours in advance except in case of emergency. Personal leave requests shall be responded to by Principals within twenty-four (24) hours. Employees are encouraged to request days as far in advance as is practicable.

- 11.2 Requests for personal days shall not be unreasonably denied. The parties recognize that inadequate staffing is a reasonable reason for denial. Personal days generally will not be used to extend weekends or holidays. Requests for personal days on Mondays, Fridays, immediately preceding or subsequent to a school vacation period must be accompanied by a written request detailing the reason for the leave.
- 11.3 In exceptional circumstances, additional paid personal days for leave may be granted at the discretion of the Superintendent or their designee.

12. Bereavement Leave

- 12.1 Up to five (5) school days within the seven (7) calendar days commencing the day of death will be granted in case of death in immediate family. Immediate family, as used herein, means parent, brother, sister, spouse, child (including miscarriage), mother-in-law, or father-in-law, of any employee.
- 12.2 Up to three (3) school days within the five (5) calendar days commencing the date of death will be granted in case of death of the following: Employee's grandparents.
- 12.3 One day will be granted, to attend the funeral, in the case of death of the following: Employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, death of a close friend.
- 12.4 Subject to the approval of the Superintendent, additional days may be granted.
- 12.5 School Principals may authorize teachers to leave school for less than half a day to attend funerals.

13. Delayed Openings and Early Dismissal

- 13.1 In case of a delayed opening or early dismissal, such as due to precipitation, extreme heat, or an upcoming holiday, ESPs shall be paid for the instructional

time missed. E.g. during a 2-hour delayed opening, the ESPs shall be paid for 2 hours work.

14. Jury Duty

14.1 The Committee shall pay an employee who is required to serve on jury duty their daily hourly rate for each day on jury duty. Employees shall turn over to the Committee all court payment or reimbursement in return for their regular payment. Employees shall be expected to return to work if there exists a reasonable period of time left in the day. Employees are urged to defer their service until non-school times.

15. Wages

15.1 Hourly Rate

2020-2021: \$34.25
2021-2022: 2% COLA; \$34.94/hour
2022-2023: 2% COLA; \$35.64/hour
2023-2024: 2% COLA; \$36.35/hour

15.2 Longevity

Employees who have been in continuous employment in a bargaining unit position shall be paid, in addition to regular salary, yearly increments as follows:

After the completion of 5 years	\$250
After the completion of 10 years and through year 15	\$500
After the completion of 15 years and through year 20	\$1000
After the completion of 20 years and thereafter	\$1500

Longevity compensation will be paid to eligible employees in the unit in one lump sum payment annually in the last pay period in December. Approved leaves shall not count as breaks in continuous employment. Credit for one (1) year shall be given for every school year during which an ESP worked 100 or more work days in the year in question.

16. Insurance and Annuity Plans

The Ipswich Public Schools will offer health and other benefits as provided to all employees of the Town of Ipswich. These offers are subject to the terms and conditions of said coverage. The Committee shall contribute 65% towards the health insurance premium.

17. Layoff, Reduction in Force, and Recall

17.1 Prior to June 15, all unit employees shall receive a note of reasonable assurance of reappointment if they are expected to continue in their appointed work for the next school year, or shall receive a note stating otherwise if they are not being reappointed. The Committee will endeavor to submit notices of reduction in force as far in advance of June 15 as is practicable.

17.2 All non-probationary employees are deemed reappointed for the following school year unless they have been laid off in accordance with this article. Notification to employees who have been reappointed shall to the extent known include the assignment, location, and hours.

17.3 In the event of a reduction in force, layoffs shall occur based upon qualifications. Qualifications shall be determined by assigning due weight to an employee's areas of competence, prior experience and training, quality of job performance, and best interest of students. In the event of equal qualifications, seniority shall be used as a tie breaker to determine transfer.

17.4 Non-probationary unit employees shall be placed on a recall list for a period of twelve (12) months from the date of the layoff notice. The Superintendent or their designee shall recall ESPs on the recall list in reverse order of layoff.

17.5 The standards of good cause and just cause shall not apply to a reduction in force. However, employees with cause shall not be laid off unless there are no employed probationary employees in the same job classification (i.e. RBT or COTA).

18. Seniority

18.1 Seniority means an employee's length of uninterrupted service in years and fractions thereof in a bargaining unit position. Approved leaves of absence shall not be considered breaks in service. Ties in length of service will be resolved by lottery. An employee who is laid off and recalled shall be credited with seniority accrued prior to the effective date of the layoff, but time not spent working for the District shall not count towards seniority.

19. Use of School Facilities

19.1 The association shall be permitted to use reasonable space in school buildings at reasonable hours for meetings and other association activities free of charge.

20. Evaluation

20.1 For the duration of the 2021-2024 CBA, current evaluation procedures for unit members will continue.

20.2 The parties will meet regularly (at least once per school year) during the duration of the 2021-2024 CBA to determine formal standards and processes for evaluation of staff, to be recommended to the parties in successor bargaining.

21. Professional Development, Certification, and Training

21.1 Every year, the district shall provide unit-specific professional development programming during every PD day (in addition to the regular yearly CPI training).

21.2 The district shall provide time during the work day each work year for the RBT Competency Assessment and CPI recertification for relevant unit members.

21.3 Employees who are required to possess a Massachusetts state certification to perform their job duties shall maintain said license at all times. Failure to maintain the required license shall result in discipline up to and including discharge.

21.4 A unit member may be granted paid professional time for the purpose of attending a professional conference or workshop, subject to the prior written approval of the Superintendent or their designee. An oral report by the employee may be required following the attendance of such a workshop or conference.

21.5 ESPs shall have one (1) representative on the district's professional development committee.

22. Other Leaves

22.1 Up to one (1) delegate of the ESP Unit of the Association shall be granted one (1) day's leave with pay to attend the MTA Annual Meeting. The district shall be notified with reasonable advanced notice.

22.2 An IEA ESP unit member whose appearance is required before any judicial, quasi-judicial, or administrative tribunal, including but not limited to arbitration, mediation, or fact-finding proceedings, shall not lose any compensation for the performance of such obligations for one day per unit per school year. If the proceedings were initiated by the Association, then the Association shall pay for the cost of the substitute for that day. Compensation for more than the unit's one day per year may be granted under the personal leave provision.

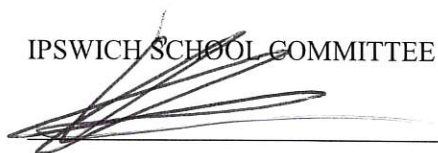
23. Duration

23.1 This agreement shall have a duration of 8/1/2021 to 7/31/2024. All terms and provisions, including pay, shall be retroactive to the start of this agreement.

IPSWICH EDUCATORS ASSOCIATION



IPSWICH SCHOOL COMMITTEE



MEMORANDUM OF AGREEMENT
Between
The Ipswich School Committee
and
The Ipswich Educators Association
ESP Unit Collective Bargaining Agreement

WHEREAS, the Committee and the Association have engaged in good faith negotiations regarding the establishment of the collective bargaining agreement: and

WHEREAS, the parties wish to memorialize their understanding about terms and conditions of employment; and

NOW, the parties hereby agree as follows, subject to ratification by the Association and approval by the Committee:

- 1: The attached document "MOA IEA ESP Contract 2021-2024" shall be the collective bargaining agreement for the IEA ESP unit for the duration of July 1, 2021 through June 30, 2024.
- 2: The parties agree to convene in a timely manner to negotiate the successor to said agreement prior to the expiration of the agreement.
- 3: The parties agree that, should the IEA Unit A (teachers) negotiations effect a change on the provisions regarding Sick Leave and/or Parental Leave beyond those negotiated in the ESP CBA, the Committee and the Union shall re-open negotiations for the ESP unit regarding those same provisions.

Agreed to subject to Associate ratification and Committee approval:

IPSWICH EDUCATORS ASSOCIATION

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IPSWICH SCHOOL COMMITTEE

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