

**AGREEMENT**  
**BETWEEN THE**  
**BELLINGHAM SCHOOL COMMITTEE**  
**AND THE**  
**AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES**  
**AFL-CIO, MASSACHUSETTS STATE COUNCIL 93,**  
**LOCAL 747**

**July 1, 2022 - June 30, 2025**

The agreement entered into by the Town of Bellingham School Committee, hereinafter referred to as the Employer, and Local 747, State Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equal and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

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## **ARTICLE I – RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for each of the following collective bargaining units:

### **1. CUSTODIAL and MAINTENANCE UNIT – MCR 354**

This unit shall include all non-professional persons employed by the Bellingham School Department as maintenance and custodial employees who normally work twenty hours or more per week, but excluding the Director of Maintenance.

### **2. CLERICAL and SECRETARIAL UNIT – MCR 354**

This unit shall include all non-professional persons employed by the Bellingham School Department as clerical and secretarial employees who normally work twenty hours or more per week.

### **3. CAFETERIA UNIT – MCR 354**

This unit shall include all non-professional persons employed by the Bellingham School Department as cafeteria employees who work twenty hours or more per week.

### **4. ASSISTANT LIBRARIAN UNIT**

This unit shall include assistant librarians who serve as library paraprofessionals employed by the Bellingham School Department and work twenty hours or more per week.

### **5. INSTRUCTIONAL LEARNING ASSISTANT UNIT – MCR 2391**

This unit shall include all non-professional and paraprofessional persons employed by the Bellingham School Department as aides, including aides who are employed in programs of less than thirty-two weeks' duration. Instructional Learning Assistant Unit will be removed once all Instructional Learning Assistants retire/resign/or positions eliminated due to budget constraints.

### **6. PARAEDUCATOR UNIT**

This unit will include all persons employed twenty (20) or more hours per week by the Bellingham School Department as a Paraeducator.

### **7. TECHNOLOGY ASSISTANT UNIT**

This unit will include all persons employed twenty (20) or more hours per week by the Bellingham School Department as Technology Assistants.

No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit. This section does not apply to the Superintendent of Schools. Temporary employees shall not be included in the above units except a temporary employee who is employed regularly for six or more months and the term of his/her employment are not limited for a period of time. A roster of the employees of each bargaining unit shall be maintained by the Bellingham School Department and a copy of such roster shall be given to the Union.

## **ARTICLE II – COMMITTEE RIGHTS**

The Union and the Employer agree that the School Committee shall retain and reserve all its

statutory rights, authority and obligations in the administration of the School Department and the direction of its employees, all functions, rights, powers, and authority which the Employer has now, or may be granted or have conferred upon it, including all the customary and usual rights, powers, functions, and authority of an employer which it has not specifically delegated or modified by this Agreement, is recognized by the Union to be retained by the School Committee.

The Employer agrees that before it implements a change affecting wages, hours, or other condition of employment not covered by this Agreement, and which has not been proposed by the Union, the Employer will notify the Union and the Union Steward in writing that it is considering such a change. The Union shall have the right to negotiate with the Employer, provided it files such request in writing with the Employer within ten (10) days after receipt of said notice. No change or modification of this Agreement or provisions shall be binding on either the Employer or the Union unless reduced to writing. Any subsequent Agreement reached with the Employer will be reduced to writing, will be signed by the Employer and the Union, and will become an addendum to the Agreement. Nothing in this Article shall be construed to abridge the statutory rights and responsibility of the School Committee to properly operate and manage the School System.

The Union and the Employer agree that as long as Federal Funds are available which currently fund programs in which Union members are employed, and as long as the Employer decides to fund the program, the Instructional Learning Assistant positions covered by this collective bargaining agreement shall continue. Upon request, the Employer will consult with the Union concerning any anticipated termination of the program before such termination is to become effective.

### **ARTICLE III – UNION DUES and AGENCY FEES**

#### **SECTION 1**

Individuals who elect to join the union shall tender the initiation fee (if any) and monthly membership dues by signing the authorization of dues form (10 Month Employees do not pay union dues during the summer months). During the life of this agreement and in accordance with the terms of the form authorization of check-off of dues hereinafter set forth, the Employer agrees to deduct Union Membership Dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Union along with lists of:

- A. Union members who have had said dues deducted
- B. Union members who have terminated their employment who are not on layoff, or leaves of absence

Such remittance shall be made in the succeeding month. Union members who do not work a full calendar year shall not be assessed for the months they are not required to work.

## SECTION 2 - Authorization for Payroll Deduction Form

By: \_\_\_\_\_  
Name of Employee

To: \_\_\_\_\_  
Name of Employer

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each \_\_\_\_\_ the amount of \$\_\_\_\_\_. This amount shall be paid to the treasurer of Local Union #747 and represents payment of my union dues. These deductions may be terminated by me giving sixty (60) days written notice in advance or upon termination of my employment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Address

### **SECTION 3**

The Employer and the Town of Bellingham will incur no liability for loss of dues, monies (or agency fees) after depositing same properly addressed as directed to the Union in the United States Mail. The Union shall indemnify and save harmless the Employer and the Town of Bellingham against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article, and Article XXXIX.

## **ARTICLE IV – NON-PREFERENTIAL TREATMENT**

There shall be no preferential treatment by foremen, supervisors, or other agents of the Employer toward any employee because of his/her activity, membership or non-membership in the Union. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of this agreement or his/her refusal to comply with any order, which would violate this agreement. The parties to this agreement agree that they shall not discriminate against any person because of age, race, creed, color, sex, national origin or sexual orientation.

## **ARTICLE V – GRIEVANCE and ARBITRATION PROCEDURE**

### **SECTION A**

A grievance is hereby defined to mean a complaint by any employee or group of employees based on alleged violation of this agreement or a dispute involving the meaning, interpretation of this agreement, or a dispute involving the meaning, interpretation, or application thereof.

### **SECTION B**

Failure at any step of this procedure to communicate a decision of a grievance within the specified time limits to the aggrieved employee(s) shall permit said employee(s) to proceed to the next step.

### **SECTION C**

Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision at that step unless both parties agree to extend the given time limit.

### **SECTION D**

A grievance that affects a group or class of employees of the Union shall be submitted in writing directly to the Employer and the processing shall begin at STEP II.

### **SECTION E**

If any employee covered by this agreement shall present a grievance without representation by the Union, that disposition of the grievance, if any, shall be consistent with the provisions of this agreement. The Union shall be permitted to be heard at each step of the procedure.

### **SECTION F**

Where requested by either party, a meeting may be held at any step of the procedure to attempt to resolve the employee's grievance.



## **SECTION G**

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Prior to initiating a formal grievance at STEP 1, an informal attempt to settle the issue shall be made between the employee and his/her immediate supervisor. Upon failure to resolve the issue with the supervisor, the member should then contact their Union representative. At no time is a Union member authorized to leave their scheduled work assignment to file a complaint or a grievance. The member may contact their Union representative and he/she may come to them as allowed under ARTICLE XXVI –UNION OFFICERS or the member may wait until the end of their regular shift to go meet with their Union representative

### **STEP I:**

An employee with a grievance shall present the grievance, in writing, to their immediate supervisor within ten (10) workdays of the occurrence of the event, which is the basis of the grievance. For custodial and maintenance unit employees, the immediate supervisor shall be the Director of Maintenance. For all other unit employees within this agreement, the immediate supervisor shall be the building Principal. The immediate supervisor shall provide a written response within ten (10) workdays.

### **STEP II:**

If the grievant remains dissatisfied with the response at STEP I, it shall be forwarded, in writing, to the Superintendent of Schools at STEP II within ten (10) workdays following receipt of the STEP I response. The Superintendent of Schools or his/her designee shall schedule a STEP II hearing at the earliest mutually acceptable date, and will provide the grievant a written response within ten (10) workdays following the hearing.

### **STEP III:**

If the grievant remains dissatisfied with the response at STEP II, the grievance shall be forwarded, in writing, to the School Committee at STEP III within ten (10) workdays following receipt of the STEP II response. The School Committee shall schedule a hearing to be held no later than its next regularly scheduled meeting. The grievant must appear in person before the School Committee. The Committee shall provide the grievant a written response within ten (10) workdays following the hearing.

### **STEP IV:**

If the grievance remains unsettled, either party may, within thirty (30) days of the STEP III response, by written notice to the other, request arbitration. If arbitration is requested, the parties shall have the choice of selecting the State Board of Conciliation and Arbitration as provided by Massachusetts General Laws Chapter 150E; or the American Arbitration Association for the purposes of conducting the arbitration proceeding. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and agreement. The expense for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Grievances involving disciplinary action, which would result in suspension or discharge, will commence at STEP II. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including the restoration of the job with all compensation and privileges that would have been due to the employees.

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

## **ARTICLE VI – SENIORITY**

Seniority shall be defined as years of continuous service as a Bellingham School Department employee of the Custodial/Maintenance, Clerical/Secretarial, Cafeteria, Assistant Librarian, Instructional Learning Assistant, Paraeducator, and Technology Assistant Units.

Continuous service will include leaves from work that are of an involuntary nature including those for medical reasons.

- A. For members of the Custodial and Maintenance, Clerical and Secretarial, Cafeteria, Assistant Librarian, Instructional Learning Assistant and Technology Assistant Units, with all qualifications being equal, the principle of seniority shall govern in the following cases. For members of the Paraeducator Unit only after taking into consideration the needs of the student and after applying the performance criteria as observed, with all qualifications being equal, the principle of seniority shall govern in the following cases:
  - 1. Change in classification
  - 2. School Building preference
  - 3. Shift preference
  - 4. Increase and decrease of the workforce, layoff, and recall from layoff
  - 5. Holiday and Vacation preference
- B. Seniority where utilized in this Agreement shall be adhered to as follows:
  - 1. For days off, shift assignments, re-assignments, holidays and vacation preference, seniority within the classifications within a school building shall be used.
  - 2. When days off or hours of employment are to be changed, and the change cannot be affected from the existing staff on a seniority basis, inverse seniority shall be exercised to accommodate the change.
  - 3. No transfers shall be made for arbitrary or capricious reasons.
  - 4. Seniority as defined shall be used in cases involving classification changes, increases, and decreases of the workforce, layoffs, and recalls.

## ARTICLE VII – LAYOFFS

When there is a reduction in workforce, the procedure shall be as follows:

- A. Probationary employees will be laid off on an administrative unit-wide basis, provided the senior employees can do the available work.
- B. Senior employees will be laid off according to seniority, provided greater seniority employees are able to perform the available work.
- C. Employees to be laid off will have at least seven (7) calendar days' written notice of layoff. The local Union secretary will be sent a list from the school of the employees being laid off on the same date as the written notices are issued to the employees.
- D. When the workforce is increased after a layoff, employees will be recalled according to seniority, within their bargaining unit, provided the greater seniority employees are able to perform the available work. Employees to be recalled shall be notified in writing by the Superintendent of Schools.
- E. Notice of recall shall be sent to the employee at his/her last known address, registered or certified mail, or by personal notification with written acknowledgment. Such notice or change of notice shall be made at least ten (10) days before the date of recall. Unless notified, the employee will report to work on the recall date. Extensions may be granted by the School Department in proper cases. For temporary recalls (i.e. to cover a long-term absence), by seniority, the members may be contacted by phone for expediency. However, to confirm that the offer was made, a follow-up letter will be sent to any member who was offered the temporary assignment which they must sign and return to the Superintendent's office as soon as possible. Refusal of a temporary recall will not count towards the entitlement of only one refusal.
- F. Recall: For up to two (2) years, released employees will be offered the opportunity for any openings in positions or any new positions for which they are qualified, provided they are able to perform the available work. These employees will be entitled to only one refusal.
- G. All benefits, to which an employee was entitled at the time of layoff, including salary and seniority, shall be restored in full upon reemployment within the recall period.
- H. **(from Settlement Agreement dated 9/23/11):**
  - 1. Bargaining unit custodians who are laid off under Article VII Layoffs of the parties' collective bargaining agreement will be offered an opportunity to be placed on the substitute custodians list maintained by the Administration. A former bargaining unit with custodian's placement on the list, receipt of an offer to work as a substitute custodian and/or the actual performance of work as a substitute custodian shall not constitute a recall under Article VII Layoffs. Likewise, a bargaining unit custodian's decision not to be placed on the list and/or to refuse work as a substitute custodian shall not constitute the refusal of a recall.

2. A laid off bargaining unit custodian who performs substitute custodians' work during the custodian's recall period under Article VII Layoffs shall receive \$18.00 per hour. A laid off bargaining unit custodian who performs work following the expiration of the recall period shall receive the substitute custodians' hourly rate, which will continue to be determined by the School Committee.

## **ARTICLE VIII – VACANCIES and PROMOTIONS**

- A. A vacancy is an opening caused by resignation, retirement, promotion, transfer, termination, death, or the availability of a new position.
- B. Job vacancies, when available, will be posted for a period of ten (10) calendar days before the job is filled. Such posting shall be awarded within thirty (30) calendar days. Written notice of any vacancy will be given to the Union. The job posting shall include the classification, pay, shift, application and closing date, and the earliest date of appointment. Jobs that are filled shall be posted on the job-posting sheet within ten (10) calendar days following the appointee's first day on the payroll.
- C. Qualification to do the job shall be determined by the actual duties to be performed on the job under consideration. In no event shall the actual duties specified exceed the job specification for the classification.
- D. Where ability, dependability, and capacity to perform a duty are generally equal, as determined by the Superintendent of Schools, the principle of seniority shall govern and control in promotions.
- E. In making promotions, should it become necessary to by-pass an employee of greater seniority, reasons for denial, if requested, shall be given in writing to the employee.
- F. A trial period of sixty (60) calendar days shall be granted to the employee who receives a promotion to determine:
  - 1. His/her ability to do the job
  - 2. His/her desire to remain on the job

During the sixty (60) calendar day trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing to the Union with a copy to the employee. All appointments made under this section shall not be made permanent until the sixty (60) calendar day trial period has lapsed or until any dispute affecting the appointment is resolved under the grievance procedure. Any position vacant in excess of thirty (30) days will be posted.

- G. The Employer shall add temporary staff when an employee is absent in excess of thirty (30) days. The temporary addition shall remain on the job until such time as the permanent employee returns to work. The time during summer school vacation and other

school vacations is excluded from the effect of this paragraph.

- H. Where qualifications, ability, dependability and capacity to perform a duty are generally equal, as determined by the administration, the principle of seniority shall govern and control promotions.

## **ARTICLE IX – TRANSFERS**

Whenever the administration determines that transfers are necessary, the following guidelines will be followed:

- A. Whenever feasible, volunteers will be sought for transfer.
- B. A probationary period of sixty (60) calendar days will apply to anyone making any change of positions.
- C. When involuntary transfers are necessary, the principle of inverse seniority will be utilized to the extent possible. To the extent possible, employees who are involuntarily transferred will be transferred to a comparable position. An involuntary transfer will only be made after a meeting between the employee and the Superintendent of Schools at which time the employee will be notified as to the reasons for the transfer.
- D. To the extent possible, notice of transfer for ten (10) month employees will be given no later than the close of school in June.

## **ARTICLE X – WORK PERFORMED BY SUPERVISORS**

No managerial employee who is excluded from the terms of this Agreement shall perform the work of any employee covered by this Agreement, except for emergencies, excessive absence of employees from work, lack of adequate number of employees, or for the purpose of instruction or training of employees. This section does not apply to the Superintendent of Schools.

## **ARTICLE XI – HOURS of WORK, TOURS of DUTY, DAYS OFF**

The normal workweek shall consist of five (5) consecutive days. The normal workday shall consist of one tour of duty each workday with the same starting and quitting times each day. The starting times of each employee in the bargaining unit shall remain the same except when changed under a procedure in this agreement or where such starting time is in violation of this Agreement.

The Superintendent of Schools reserves the right to reorganize work/hour schedules to meet the needs of the School System. Changes in time schedules shall be posted five (5) work days in advance. Preference of work hours shall be awarded on seniority basis. If no employee applies, the principle of inverse seniority will prevail. In the event an employee reports to his/her place of work at his/her regularly scheduled time, he/she shall not be sent home if his/her tour of duty

was rescheduled without a five (5) day written notice; he/she shall be allowed to work the regularly scheduled tour of duty. To address the needs of the School System, changes in time schedules or assignments (i.e. due to unexpected circumstances), shall be made in writing with five (5) days' notice. The five (5) day notice may be waived if mutually agreed upon by the Union, the employee and the District.

#### Paraeducators/ILAs

The work year for paraeducators and ILAs shall consist of 180 student days, the day before the beginning of the student year and three professional development days to be scheduled by the Superintendent, for a total of 184 days.

Notwithstanding any other language contained in this agreement, and in recognition of the unique requirements of the paraeducators, the paraeducators shall be a 10-month employee: during the school year (when school is normally in session) the paraeducators shall work Monday through Friday in alignment with the school calendar.

Pre-school and Elementary school paraeducators shall work 6.75 hours per day, 5 days per week, for a total of 33.75 hours per week.

Memorial School and High School Paraeducators shall work 7.00 hours per day, 5 days per week, for a total of 35.00 hours per week.

During the summer months (when school is not normally in session) the paraeducators will be offered the opportunity to work during the summer program that will run from June through August, dependent of the school calendar. The summer work will be paid through a stipend and paraeducators will only be paid for hours worked during the summer. The dates and hours for the summer program will be determined by April 15<sup>th</sup> of each school year. The stipend positions will be awarded by seniority, if there are not enough paraeducators to service the summer program the district has the right to look outside the district to fill any remaining positions.

Members of the custodial unit are required to report to work if school has been closed due to the weather. If a custodian is unable to report to work on account of unsafe road/weather conditions, he/she shall notify their immediate supervisor as soon as possible.

As has been the past practice, when school is closed either due to weather or summer months, all custodians are to report to work on first shift until school is back in session. Any member unable to change shifts at these times must notify the Superintendent of their reason(s) and request to remain on their current shift, in writing, as soon as possible.

Custodians required to work 2nd shift or their regular schedule during the summer, will be paid their regular rate of pay from 12 p.m. - 2 p.m., after 2 p.m. they will earn the shift differential.

## **ARTICLE XII – OVERTIME**

Employees will be eligible for the receipt of overtime compensation at the rate of time and one-half of the base rate for work performed beyond eight (8) hours per day and forty (40) hours per week. All work performed on Sunday shall be at the rate of double time of the regular rate of pay.

Employees who are scheduled and work less than eight (8) hours per day and are required to perform overtime tasks, will be paid time and one-half. This overtime pay will only be granted when the immediate supervisor requires the employee to stay past the end of his/her regular shift. An employee in the unit who works overtime in a higher classification shall be paid the overtime rate for that position during the time he/she works such overtime in said higher classification.

Emergency call back pay for all bargaining unit members to be paid at time and a half, except for double time on Sunday only. For custodians, emergency stay after shift shall be paid at time and a half, except for double time on Sunday.

Overtime shall be equally and impartially offered to all the personnel who ordinarily perform such related work in the normal course of their workweek. However, overtime work for members of the paraeducator unit shall be based on the needs of the student, and shall be offered first to the paraeducator who regularly works with the student, and then on a seniority/rotating basis provided the paraeducator is qualified.

If any employee is called back to work after the completion of his/her eight (8) hours per day or forty (40) hours per week, he/she shall be guaranteed four (4) hours work at the overtime rate of pay.

An employee shall not be eligible for recall pay, if they work beyond their regular shift.

If an employee is called back to work after the completion of his/her eight (8) hours per day or forty (40) hours per week in response to an alarm, even where the work runs into the beginning of the employee's next shift, he/she shall be guaranteed four (4) hours of work at the overtime rate of pay. The four (4) hour minimum shall remain in effect during the life of this Agreement.

The Employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union. A record of overtime hours worked by each employee shall be posted monthly on a conspicuous bulletin board. Overtime work shall be voluntary. There shall be no discrimination against any employees who declines to work overtime.

## **ARTICLE XIII – WORKDAY and WORK YEAR**

### **SECTION 1**

The normal workday and work year for employees covered by this Agreement shall be the same as the normal workday and work year for such employees prevailing at the time this Agreement becomes effective as indicated in Enclosures 1 through 7. Notwithstanding any other language contained in this agreement, the normal workday and work year for the paraeducator is as set

forth in Article XI – Hours of Work, Tours of Duty, Days Off and Enclosure 6.

## **SECTION 2**

It is recognized that all presently existing shift schedules may be altered to serve the best interests of the School System. If permanent changes in shift schedules are contemplated, the Union will be consulted regarding these changes.

## **SECTION 3**

With at least twenty-four (24) hours notification employees may be required at the sole discretion of the Superintendent of Schools to work during in-service days for teachers. Employees required to work in-service days will be paid at their regular daily rate of pay.

## **ARTICLE XIV – PERFORMANCE EVALUATIONS**

Agreement to form a sub committee to review/modify the current evaluation tool or create a new performance evaluation tool.

Clerical, Instructional Learning Assistants, Library Assistants, and Technology Assistants covered by this agreement may be subject to an annual performance evaluation conducted by the Principal of the School to which they are assigned.

Custodial workers covered by this agreement may be subject to an annual performance evaluation conducted by the Director of Maintenance.

Cafeteria workers covered by this agreement may be subject to an annual performance evaluation conducted by the Director of Food Services.

Paraeducators covered by this agreement may be subject to an annual performance evaluation conducted by the Director of Special Services, BCBA, Building Principals, and/or designee.

All performance evaluations shall be documented using a standardized form, and these evaluations shall not be conducted in an arbitrary or capricious manner.



**The following days shall be considered paid holidays for twelve (12) month employees:**

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	1/2 Day Before Thanksgiving
Patriot's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	1/2 Day Before Christmas
Independence Day	Christmas Day
Labor Day	1/2 Day Before New Year's Day
Juneteenth	

## **ARTICLE XV – HOLIDAYS**

If one of the above described holidays falls on an employee's normal day off, the employee shall be granted another day in lieu of the holiday, provided the employee was at work or on an approved leave with pay the day preceding and the day following the holiday. To exercise this right, the employee must request his/her day off. Such request must be submitted to the immediate supervisor.

If an employee is required to work on any of the above listed paid holidays, such employee shall be paid at the rate of time and one-half of the regular rate of pay over and above the holiday pay for the day worked.

**The following days shall be considered to be paid holidays for ten (10) month employees:**

Martin Luther King Day	Veteran's Day
Patriot's Day	1/2 Day Before Thanksgiving
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
*Labor Day	New Year's Day
Columbus Day	Christmas Day
Juneteenth	

\*Ten (10) month employees will receive holiday pay when the work schedule begins before Labor Day or ends after Juneteenth\*.

## **ARTICLE XVI – VACATIONS**

To be entitled to a paid vacation, an employee must complete six (6) months of work from the start of their hire date. Vacation days will accrue based on the current fiscal year.

Vacation is to be scheduled by the Employer in accordance with the seniority provision of this Agreement as to preference. The anniversary date of a person's employment will be used to determine the length of service as set forth in the following table:

**Twelve (12) month employees:**

To take vacation days, the member must submit a written request to their Supervisor/Principal (custodians must submit their written request to the Director of Maintenance) with a minimum of twenty-four (24) hours' notice, except in case of an emergency.

**Twelve (12) month employees shall be entitled to the following vacation time:****Length of Continuous Employment:****Amount of Paid Vacation:**

One (1) month or more, and less than six (6) months

One (1) day for each full month, not to exceed five (5) days

Six (6) months or more, and less than twelve (12) months

One (1) day for each full month, not to exceed ten (10) days

Five (5) years or more

Three (3) weeks or fifteen (15) days

Ten (10) years or more

Four (4) weeks or twenty (20) days

Fifteen (15) years or more

Four (4) weeks and three (3) days or twenty-three days

Twenty (20) years or more

Five (5) weeks or twenty-five (25) days

**All ten (10) month employees hired after July 1, 1994, shall be entitled to the following vacation time:****Length of Continuous Employment:****Amount of Paid Vacation:**

One (1) month or more, and less than six (6) months

One (1) day for each full month, not to exceed five (5) days

Six (6) months or more, and less than twelve (12) months

One (1) day for each full month, not to exceed ten (10) days

Five (5) years or more

Three (3) weeks or fifteen (15) days

Ten (10) years or more

Three (3) weeks and three (3) days or eighteen (18) days

Fifteen (15) years or more

Four (4) weeks or twenty (20) days

Twenty-Five (25) years

Three (3) extra vacation days of pay to be paid out at the end of the school year.

### **Ten (10) month employees and Paraeducators:**

Vacation periods will be taken during school vacation periods that occur during the course of the school year for ten (10) month employees and Paraeducators. The fourth week (or any extra vacation days that cannot be used during school breaks) shall be considered “floating” days and employees may be able to take this vacation time one (1) day at a time, with a least two (2) days’ notice and the approval of their supervisor. If the time requested is not in the best interest of the School Department, the Building Principal/Director may deny the request and this denial is not subject to the grievance procedure. The employee or employees are to receive only the pay he or they normally receive for one (1) week’s work for each of the aforesaid vacation week or weeks. Floating days, vacation days and personal days may be used for consecutive school days in the event of school cancellation, subject to Superintendent’s approval (i.e., due to inclement weather.)

Effective July 1, 1990 vacation days shall be computed as follows and previously accrued vacation entitlement shall remain as recorded and shall not be revised as a result of this change.

A school year of service will count as one (1) year of service in computing vacation allowances.

Whenever the employment of any person is terminated during a year by layoff, resignation, retirement, or death, without having been granted the vacation to which he/she is entitled, he/she, or in the case of one’s death, the beneficiary, shall be paid at the termination of employment an amount in lieu of such vacation.

Vacation credits shall accrue to a person while on leave with pay or on industrial accident leave. Compensation in lieu of vacation may be granted to an employee if requested and approved by the School Committee.

### **ARTICLE XVII – SICK LEAVE**

Sick leave with pay shall be granted to all employees covered by this Agreement. All employees shall be credited with sick leave on the basis of one and one-quarter (1 ¼) days per month with accumulations as follows:

Custodian, Cafeteria, and Clerical – Unlimited\*

\*As of July 1, 1994, new hires in all units will accumulate 180 days

Assistant Librarians - 180 days accumulation

Instructional Learning Assistants – 180 days accumulation

Paraeducators – 180 days accumulation

Technology Assistants – 180 days accumulation

Sick leave shall be granted for sickness, injury, or quarantine in the family. Each employee, upon written request, shall receive yearly notice of his/her accrued sick leave.

The Employer shall allow eight (8) days off to be counted as sick leave; in case of serious illness to the immediate family of the employee, which requires the personal presence of such employee. Immediate family shall include husband, wife, children, parents, brothers, sisters, or other relatives living in the same household.

Absence due to sickness, or other reasons not specifically covered by this Article, may be charged against vacation leave or may be granted as leave without pay. Notice of absence due to sick leave shall be given; whenever possible, on the first day of such absence.

No doctor's certificate shall be required for any absence of five (5) school days or less on account of illness or accident. A doctor's certificate indicating the nature and continuance of the disability will be required respecting an absence under this Article and shall be furnished if the absence continues for a sixth (6<sup>th</sup>) consecutive school day or for any repeated absence. The Superintendent of Schools may request a second medical opinion at the expense of the School District. A doctor's certificate of fitness for service will be required as a condition of return to service. A required certificate shall be presented within ten (10) days of the beginning of the absence and the Superintendent of Schools may require further certificates for any continuing absence and/or prior to return to service.

Upon death or retirement from the Bellingham Public Schools, an employee within the custodial, clerical, and cafeteria units, employed prior to July 1, 1994, or his/her beneficiary, will be paid fifty-percent (50%) of his/her accrued sick leave not to exceed one hundred (100) days. New employees hired after July 1, 1994, and other employee groups added to this Contract, (Instructional Learning Assistants, Assistant Librarians, Paraeducators and Technology Assistants) will be paid fifty-five dollars (\$55) per day up to fifty (50) days (\$2,750 maximum) for accrued sick leave.

An employee's entitlement to sick leave shall commence with his/her date of employment in the bargaining unit. However, employees shall not use sick leave during the original probationary period.

Employees who are found to have engaged in sick leave abuse, including "patterned" use of sick leave, may be subject to discipline up to and including termination. If the Superintendent or Principal suspects an employee is engaging in patterned sick leave use, the employee shall be asked to provide medical documentation satisfactory to the Superintendent supporting the medical necessity of the employee's absence.

## **ARTICLE XVIII – SICK LEAVE BANK**

It is the parties intent to establish and administer a Sick Leave Bank for the School Department Employees bargaining unit represented by AFSCME, and to pool a portion of the sick leave allowances granted under this agreement to provide for continued payment of employees with catastrophic or prolonged illnesses or injury.

### **SECTION I**

A sick leave bank shall be established effective September 9, 2008.

## **SECTION 2**

Each employee shall contribute two (2) days per year to the sick leave bank.

## **SECTION 3**

The Sick Leave Bank shall at all times maintain a minimum of eighty-four (84) days in reserve. If the number of days falls below the minimum, then each employee will contribute one (1) additional day. However, the total number of sick leave days in reserve shall not exceed two hundred and fifty (250) days. In the event the maximum would be exceeded then SECTION 2 of this Article would not be applied.

## **SECTION 4**

A Sick Leave Bank Committee to consider eligibility for an employee to draw upon the Sick Leave Bank shall be established. This committee shall consist of two (2) members appointed by the Union and two (2) members appointed by the School Committee. In the event a vote of the Sick Leave Bank Committee results in a tie when considering eligibility of an employee to draw upon the Sick Leave Bank, the Superintendent of Schools shall break the tie by applying the provisions of Section 5 below. All decisions of the Sick Leave Bank Committee are final and binding and not subject to the grievance procedure. One of the members for the Union Sick Bank Committee will make a written report of all applicants approved or not approved to the President; and the President will make a report to the Local (on sick bank leave days in reserve).

## **SECTION 5**

The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of an employee to draw from the Sick Leave Bank, and in determining the amount of leave:

- A. An employee is not eligible to apply for Sick Bank during their first two (2) years of employment. An employee must have accumulated sixteen (16) days in their employee benefits and must use all accumulated holiday, personal leave, sick leave and vacation leave credit prior to seeking assistance from the Sick Leave Bank.
- B. An employee must submit written medical evidence, i.e., a medical doctor's note, indicating the inability of the employee to perform his/her duties. The medical evidence must include the specific nature of the illness or injury, and the date the employee may expect to return to work.
- C. An employee's prior utilization of his/her sick leave.
- D. And employee's prior requests for and use of sick leave drawn from the Sick Leave Bank.
- E. Workman's Compensation recipients may apply for sick bank leave up to 15 days for the sole purpose to keep benefits; and at the end of that time will not accumulate sick days until repaid in the bank.

## **SECTION 6**

No days may be granted from the Sick Leave Bank for any reason other than that due to

prolonged illness or injury. Days may not be granted for the normal or usual illness due to pregnancy, childbirth, or the recuperation there from, except when accompanied by a medical doctor's note that said employee could not perform the duties appropriate to his/her position because of unusual or abnormal complications occurred during such illness.

#### **SECTION 7**

Upon compliance with SECTION 5 by an employee, the Sick Leave Bank Committee shall issue a grant of days from the Sick Leave Bank reserves. The grant shall be no less than five (5) days and no more than fifteen (15) days. Any days after the first five (5) days will be subject to be reviewed to be paid back to the sick leave bank.

#### **SECTION 8**

In the event an employee needs additional days then SECTIONS 5, 6, and 7 may be reapplied.

#### **SECTION 9**

Any member granted use of the sick bank, at the completion of their sick time will refund sick time to the sick bank. For every two (2) days accumulated upon return from sick bank use, one (1) day will be refunded to the sick bank.

### **ARTICLE XIX – FUNERAL LEAVE**

In the event of death in the immediate family of an employee, he/she shall be granted leave with pay in the amount of five (5) days. Such leave shall not be charged to sick leave or vacation leave.

Immediate family shall mean the following persons: Mother, Father, Sister, Brother, Child, (step relations of the same relations just listed), Wife, Husband, Life/Domestic Partner.

In the event of the death of a father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law and other relative living in the same household, or relation of a life/domestic partner of the same relations listed here, three (3) days' leave will be allowed with no loss of pay. Such leave shall not be charged to sick leave or vacation leave.

In the event of the death of an aunt, uncle, niece, nephew or other relative in the family of a member or life/domestic partner, one (1) day will be allowed with no loss of pay. Such leave shall not be charged to sick leave or vacation leave. Other funeral leave may be granted at the discretion of the Superintendent of Schools. Employees shall not be required to take funeral leave immediately after the death of a person included in this Article, but may request such leave to be granted commensurate with funeral and related procedures that may be necessary.

### **ARTICLE XX– PERSONAL DAYS**

Three days of leave with pay shall be available for the purpose of transacting or attending to legal business, household or family matters or hardship or other pressing need, and not merely personal convenience. Except in case of such emergencies, notice shall be given of such leave, in writing, to the employee's immediate supervisor at least twenty-four (24) hours before such

leave is taken.

An employee's entitlement to personal days shall commence with his/her date of employment in the bargaining unit. However, employees shall not use personal days during the original probationary period. All personal days are to be used in the current fiscal year, from July 1st to June 30th and cannot be carried over.

## **ARTICLE XXI – LEAVES of ABSENCE**

Employees may be granted a leave of absence without pay for periods of up to one (1) year by the Superintendent of Schools.

## **ARTICLE XXII – MILITARY LEAVE**

Leaves of absence will be granted to employees for National Guard or Reserve encampments as permitted by Federal Law. In return for employees continuing to receive their regular wages, the employee will turn over all wages earned during encampments to the Employer, minus expenses received for lodging and travel.

## **ARTICLE XXIII – PART-TIME EMPLOYEES**

Individuals who are employed on a regular or continuous basis for twenty (20) hours or more per week, but less than a full schedule of hours for the position held (see enclosures), shall be deemed part-time employees. Part-time employees shall accrue retirement, sick leave, insurance, vacations, and holiday benefits. The regular daily schedule of hours shall be considered as one workday for the purposes of this Agreement.

## **ARTICLE XXIV – INDUSTRIAL ACCIDENTS**

Whenever an employee is absent from work as result of personal injury caused by an accident while in the performance of his/her duties, the Employer will pay to said employee his/her salary in the following manner:

1. The employee may receive his/her salary in full out of any sick or vacation he/she has accrued.
2. The employee may receive payment from sick leave allowance. However, the sick leave may only be added to the workmen's compensation to the extent that the employee will be able to receive his/her usual full salary. The employee cannot receive full salary through sick leave allowance and workmen's compensation as he/she could with overtime and vacation payments.
3. An employee who has not accumulated vacation, or sick leave benefits would only be able to collect workmen's compensation.

## **ARTICLE XXV - JURY DUTY and COURT APPEARANCES**

In return for employees continuing to receive their regular wages, the employee will turn over to the Employer all wages earned during Jury Duty and Court Appearances minus expenses received for lodging and travel. All employees who are absent due to being party defendants, witnesses under subpoena, party plaintiffs, and/or defendants in any court of competent jurisdiction, shall receive full pay and benefits up to a maximum of seven (7) days per year. Documentation to substantiate court appearances must be provided by the employee to the Superintendent of Schools. Nothing in this section shall be construed to allow access to the benefits of this section when the employee merely wishes to witness court events to which they are not a party.

## **ARTICLE XXVI – UNION OFFICERS**

A written list of Union Stewards and other Representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes. No more than one (1) member of the Union will be granted one (1) day with pay to attend the State Convention as an Official Delegate. The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or Council 93, and/or Local 747, with the permission of the Superintendent of Schools, to enter the premises at any time for individual discussion of working conditions with the employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employee.

Anytime a Union Officer and/or Union Representative, employed by the School Department, must leave his/her regular assigned work duties to attend to Union business, his/her department Director/Building Principal shall be notified prior to leaving the building.

## **ARTICLE XXVII – LABOR/MANAGEMENT MEETINGS**

The Union shall designate a standing Committee of three (3) Union members, which shall meet with a designated Committee of two (2) from the Employer. Said Committee shall meet from time to time at the request of either party for the purpose of discussing matters of mutual interest. The party requesting the meeting shall submit to the other party, at the time of the request, an agenda of matters to be discussed.

## **ARTICLE XXVIII – BULLETIN BOARDS**

The Employer will provide bulletin boards in a reasonable number of locations in each school, which may be used by the Union for posting notice of the following types:

1. Notice of Union recreational and social events
2. Notice of Union elections



3. Notice of Union meetings
4. Any other pertinent informational notices

The Union further agrees it shall not post notices of a derogatory nature regarding the Employer or its agents.

#### **ARTICLE XXIX – PAST PRACTICE**

All reasonable benefits, privileges, or working conditions existing prior to the date of signatures of this Agreement shall remain in full force and effect during the term of this Agreement. In the event that a question should arise as to whether a condition of employment is a reasonable practice and should continue in effect as a practice, the parties to this Agreement shall meet in an attempt to resolve the issue. In the event that the parties cannot agree, the matter shall be submitted to arbitration under the provisions of the grievance and arbitration procedure of this Agreement.

#### **ARTICLE XXX – STABILITY OF AGREEMENT**

No agreement, understanding, alteration or violation of the terms and provisions of the Agreement herein contained, shall bind the parties hereto unless made and executed in writing by the parties hereto. The failure of the Employer or the Union to insist in any one or more incidents upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Employer or the Union to future performance of any such term or condition; and the obligation of the Union and the members for such future performance shall continue in full force in effect. Should any provision of this Agreement be found to be in violation of federal or state law or rule or regulation promulgated thereunder by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

#### **ARTICLE XXXI – DURATION**

This Agreement shall become effective on July 1, 2022, and shall remain in full force and effect up to and including June 30, 2025; and shall continue in full force and effect from year to year thereafter, unless either party to this Agreement desires to terminate this Agreement or amend any of the terms or provisions of the Agreement. The party desiring to terminate or amend this Agreement must notify the other party to this Agreement, in writing, no later than December 15, 2025. During negotiations for amendments for a new Agreement, this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties hereto and their successors.

#### **ARTICLE XXXII – SAFETY**

No employee shall be ordered to perform a duty, which is either in conflict with this Agreement, a regulation, statute, or endangers the life and safety of students, visitors, or personnel, or

endangers property, public or personal. Employees shall have a first-aid kit available in their building. No employee shall be required to operate defective equipment.

No employee shall be assigned to work from ladders, staging, or riggings, unless such equipment meets all safety precautions. All work shall be performed under safe and sanitary conditions; provided, however, the work force may be used to correct an unsafe or unsanitary condition. No employee shall be required to lift unreasonable weights without adequate assistance.

Custodians will attend mandated safety/instructional training programs on an annual basis during regularly scheduled hours.

Paraeducators will renew their safety care certification before the start of the school year for PD or the opening day for teachers. First Aid and CPR Training will be provided for all Paraeducator staff.

### **ARTICLE XXXIII – MATERIALS, TOOLS, EQUIPMENT, LICENSE FEES and UNIFORMS**

The Employer agrees to provide all materials, equipment, tools, and special license fees required to perform the duties assigned to the custodial and cafeteria employees covered by this Agreement. Uniforms to be provided as follows: aprons, oven gloves, and some foul weather gear.

**Custodians:** Custodians will be allowed a \$300.00 clothing allowance per year for uniforms, work equipment (boots, safety belts, gloves, etc.). Payment of the \$300.00 will be made to all custodians in July of each year, no receipts required.

**Cafeteria:** Cafeteria workers will be allowed a \$200.00 shoe allowance per year. Payment of the \$200.00 will be made to all cafeteria workers in July of each year, no receipts required.

**Truck Driver:** The Truck Driver will be allowed a \$250.00 clothing allowance per year for uniforms, work equipment (boots, safety belts, gloves, etc.). Payment of the \$250.00 will be made to the Truck Driver in July of each year, no receipts required.

### **ARTICLE XXXIV – REST and MEAL PERIODS**

All employees who work four (4) hours or more shall have schedules, which provide for a ten (10) minute rest period during each one-half (1/2) shift. Rest periods shall be in addition to any regularly scheduled meal periods. There shall be adequate rest area facilities for the use of employees. All employees who work in excess of four (4) hours shall be granted a meal period during their tour of duty. Said meal period shall not exceed thirty (30) minutes. Members of the ABA Tech unit will be flexible with regard to when they receive their rest and meal periods each day in order to accommodate the imminent needs of the students and staff.

## **ARTICLE XXXV – APPOINTMENTS**

Should the duties of an individual employee be found to be those which should be of a new or existing classification or a higher pay grade, the Employer shall, through budgetary or other appropriate action, request or make a change in the classification of a higher pay grade.

## **ARTICLE XXXVI – TRANSPORTATION**

No employee shall be required to use his/her own vehicle on school business. Employees using their own vehicle on school business shall be reimbursed at a rate per mile currently approved by the Town of Bellingham. The Employer will notify the Union, in writing, of any change in said rate of reimbursement.

## **ARTICLE XXXVII – PROBATION PERIOD**

The first sixty (60) calendar days from date of hire shall constitute each employee's probation period during which no transfer, layoff, suspensions, discharge or other disciplinary action shall be cause for or subject to the grievance procedure. The provisions of this Agreement shall not apply to newly employed personnel until they have served a probationary period of sixty (60) calendar days during the regular school year.

## **ARTICLE XXXVIII– NO STRIKE CLAUSE**

No member of the bargaining unit covered by the terms of this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or concerted effort to withhold service (whether sympathetic or otherwise). Employees engaging in such activities may be discharged or otherwise disciplined as the Employer deems proper.

## **ARTICLE XXXIX– PROTECTION/INDEMNIFICATION**

The School Department will abide with the General Laws of the Commonwealth of Massachusetts.

## **ARTICLE XXXX – OUT OF CLASSIFICATION PAY**

In the event that an employee is temporarily assigned to fill in for a position in a higher grade, he/she shall be paid at their current step in the higher grade for such temporary assignment immediately to when all duties and responsibilities are assumed. The assignment shall be filled by seniority within the building.

On days when the sub separate teacher is absent and there is a need for coverage a paraeducator within that classroom may cover the teaching duties and will be compensated at thirty dollars per hour (\$30).

## **ARTICLE XXXXI– TERMINATION**

In the event an employee covered by this agreement desires to terminate his/her employment from the Bellingham School System, he/she is encouraged to give ten (10) work days' notice to the Superintendent of Schools.

## ENCLOSURE NO. 1 - CUSTODIAL UNIT

	<u>Workday</u>	<u>Workweek</u>	<u>Work Year</u>
Custodians – Full Time	8 Hours	5 Days	12 Months
Custodians – Part Time	4 Hours	5 Days	12 Months
Custodians – Part Time	6 Hours	5 Days	12 Months
Senior Custodian – Full Time	8 Hours	5 Days	12 Months

### SHIFT DIFFERENTIAL

Hourly Shift Differential for Custodians working the Afternoon and Evening Shift will be \$.65 per hour.

All overtime shall be paid at time and a half and double time on Sunday based on actual hours worked. On days of emergency call, alarms, snow, custodians shall be paid at time and a half and double time on Sunday no matter how many hours you work in a week.

### CUSTODIAL SENIORITY LIST

Last Name	First Name	DOH	Position	Location	Seniority as of 6/30/23		
					Yrs	Mth	Day
Hafford	Benjamin	11/14/1994	Head Custodian	DiPietro	28	4	17
Picard	David	1/5/1998	Head Custodian	Stall Brook	25	2	26
Corriveau	James	7/1/2001	Custodian	High School	21	8	30
Fleurette	Douglas	7/1/2001	Custodian	High School	21	8	30
Burke	John	12/4/2001	Head Custodian	High School	21	3	27
Glynn	Patrick	7/8/2002	Custodian	High School	20	8	23
Solina	Peter	7/8/2002	Custodian	Memorial School	20	8	23
Champagne	Debra	12/15/2003	Custodian	Stall Brook	19	3	16
Chambers	Curtis	7/1/2004	Custodian	Admin	18	8	30
DiRusso Sr.	Richard	8/30/2004	Custodian	High School	18	7	1
Ernst	David	2/28/2006	Custodian	Memorial School	14	10	3
DePaolo III	Stephen	8/22/2012	Head Custodian	Memorial School	10	7	9
Sawan	Antonio	4/1/2013	Custodian	Stall Brook	9	11	30
MacPherson	Bruce	2/24/2015	Custodian	High School	8	1	7
Desper	Keith	7/1/2015	Custodian	High School	7	8	30
DiRusso	Richard J	7/1/2015	Custodian	Stall Brook	7	8	30
Nawrocki	Ronald	8/24/2017	Custodian	DiPietro	5	7	7
LaCroix	Dana	7/2/2018	Custodian	DiPietro	4	4	23
Mucciaccio	Gerald	7/1/2019	Custodian	KMA/DiPietro	3	8	30
Perry	Walter	9/10/2020	Custodian	Memorial School	2	6	21
Sandoval	Herman	12/2/2021	Custodian	Memorial School	1	3	29

## ENCLOSURE NO. 2 - SECRETARIAL UNIT

### **Clerical/Secretarial – 12-Month Personnel (Full Time):**

	<b><u>Workday</u></b>	<b><u>Workweek</u></b>	<b><u>Work Year</u></b>
Special Services Secretary to Director	8 Hours	5 Days	12 Months
Business Office Specialist	8 Hours	5 Days	12 Months
High School - Secretary to the Principal	8 Hours	5 Days	12 Months
Memorial School - Secretary to the Principal	8 Hours	5 Days	12 Months
Memorial School Secretary	8 Hours	5 Days	12 Months
Special Services Secretary	8 Hours	5 Days	12 Months

### **Clerical/Secretarial – 10 Month Personnel:**

	<b><u>Workday</u></b>	<b><u>Workweek</u></b>	<b><u>Work Year</u></b>
High School Secretary – Main Office (180 Days Plus 10 Extra Days)	8 Hours	5 Days	10 Months
High School – Guidance Secretary (180 Days Plus 10 Extra Days, Plus 5 Extra Days at 4 Hours, Plus 40 Hours during Summer Months)	8 Hours	5 Days	10 Months
Keough Memorial Academy – Main Office Secretary to the Principal (180 Days Plus 180 Hours)	8 Hours	5 Days	10 Months
DiPietro Elementary – Secretary to the Principal (180 Days Plus 180 Hours to be used as needed for a fluctuating workload for the good of the School System)	8 Hours	5 Days	10 Months
Stall Brook – Secretary to the Principal (180 Days Plus 180 Hours)	8 Hours	5 Days	10 Months
Early Childhood Program Secretary (180 days Plus 15 Extra Days)	6 Hours	5 Days	10 Months

If secretarial employees are required to take computer training from outside sources they will be reimbursed for such training.

### CLERICAL SENIORITY LIST

Last Name	First Name	DOH	Position	Location	Seniority as of 6/30/23		
					Yrs	Mth	Day
Ranieri	Linda	1/15/1992	Clerk to Principal	Keough	31	2	18
Buratto	Wendy	8/27/1997	Clerk to Principal	Stall Brook	25	7	4
Salvas	Dawn	7/17/2002	Secretary to Principal	High School	20	8	14
Burchill	Joan	11/8/2007	Business Office Specialist	Admin	17	6	5
Surette	Lisa	11/8/2007	Secretary to Principal	Memorial School	15	4	23
Fortier	Kathleen	8/25/2009	Secretary to Principal	Memorial School	13	7	6
Dubois	Donna	11/29/2010	Business Office Specialist	Admin	12	4	2
Rusak Fowler	Peggy	7/8/2013	Spec Services Secretary	Admin	9	8	23
Whitaker	Karen	8/24/2017	Sped Clerk 30 Hrs	High School	5	7	7
Drake	Lorien	7/1/2019	Clerk to Principal	DiPietro	3	8	30
Jenkins	Molly	7/1/2019	Clerk to Principal	High School	3	8	30
Iarussi	Jayme	9/14/2020	Sped Clerk 30 Hrs	Memorial	2	6	17
Tofani	Jodi	5/13/2021	Business Office Specialist	Admin	1	10	18
Spavento	Alyssa	8/28/2022	Sped Clerk	Stall Brook	0	7	3
Childress	Elizabeth	8/31/2022	Sped Clerk	DiPietro	0	7	0
Dearborn	Diane	9/26/2022	Guidance Clerk	High School	0	6	5



## ENCLOSURE NO. 3 - CAFETERIA UNIT

	<u>Workday</u>	<u>Workweek</u>	<u>Work Year</u>
Lead Cook (High School)	6 Hours	5 Days	10 Months
Lead Cook (High School)	(6.5 hours with breakfast duties)		
Lead Cook/Supervisor (Memorial School)	7 hours	5 Days	10 Months
Lead Cook/Supervisor (Memorial School)	(7.5 hours with breakfast duties)		
Lead Cook (Elementary)	4 Hours	5 Days	10 Months
Lead Cook (Elementary)	(5 hours with breakfast duty)		
Cafeteria Worker/ (Part Time)	4 Hours	5 Days	10 Months
Cafeteria Worker (one @BHS, one @ BMS)	(5.0 hours with breakfast duties)		
Ship Out/Cafeteria Worker (Memorial School)	6 Hours	5 Days	10 Months
Truck Driver/Cafeteria Worker	6 Hours	5 Days	10 Months

The Food Service Department will be required to work an additional 2 days before the start of school and one day after the end of school. All food service employees are required to work one (1) day before the start of the school year, except for the lead cook supervisor and ship out who will be required to work two (2) days before school starts and one (1) day at the end of the school year.

Should the School Department require special clothing to be worn by the cafeteria staff, the School Department will provide the clothing through the budget.

### **PD & EARLY RELEASE DAYS/EXAM SCHEDULE**

On scheduled Professional Development Days and Early Release Days when lunch is not served, employees may be granted the day off without pay.

On Exam Days when a very limited menu is served, employees may be granted the day off, or partial day off, without pay.

The work schedule will be posted one week prior to the first day of the referenced days above. Upon request, the members may use their “floating” vacation days, if available, to cover any unpaid time.

All cafeteria employees will participate in at least 6 hours of Professional Development or the number of hours required by the Department of Elementary and Secondary Education related to the position in which they work, whichever is greater. The hours will take place during the work year and will be provided by the appropriate administrator.

On Scheduled early release days, when lunch is not served, the Director of Nutrition services will determine a schedule/plan for training, mandatory meetings, deep cleaning and other projects as needed by the cafeteria staff.

The early release day schedule shall be posted to the extent practicable by October 1st of each school year. The schedule will include days or partial days that the employee may take off

without pay, with the prior approval of the director of nutrition services.

### **SANITATION TRAINING & CERTIFICATION**

The Bellingham School Nutrition Department requires that employees attend a sanitation course (to be paid by the department) and take and pass the exam, resulting in certification. Employees will have six months from the date of hire to take the certification training. Employees will be paid their regular hourly rate to attend such course. Same terms will apply for re-certifications. The Bellingham District will support the staff members until certification has been obtained.

### **CAFETERIA SENIORITY LIST**

<b>Last Name</b>	<b>First Name</b>	<b>DOH</b>	<b>Position</b>	<b>Location</b>	<b>Seniority as of 6/30/23</b>		
					<b>Yrs</b>	<b>Mth</b>	<b>Day</b>
Cook	Debra	10/7/1996	Lead Cook	Stall Brook	26	5	24
Oakley	Robin	12/1/1997	Lead Cook	High School	25	3	30
Besterfield-Carey	Jean	9/21/2000	Cafeteria Worker	Memorial School	22	6	10
Felzmann	Kelly	9/1/2008	Truck Driver/Cafeteria Worker	Memorial School	14	6	29
Dunn	Donna	8/31/2009	Cafeteria Worker	High School	13	7	0
Lynch	Tina	9/15/2010	Ship Out/Cafeteria Worker	Memorial School	12	6	16
Remillard	Kathleen	8/29/2011	Cafeteria Worker	High School	11	7	2
Ferriere	Kelly	10/3/2011	Lead Cook	DiPietro	11	5	28
Pontbriand	Mary	11/5/2018	Cafeteria Worker	High School	4	4	26
Masters	Donna	11/22/2019	4 Hr. Cafe Worker	High School	3	4	9
Berkeley	Lois	12/14/2020	4 Hr. Cafe Worker	Memorial School	2	3	17
Bradbury	Justin	8/30/2021	Lead Cook/Supervisor	Memorial School	1	7	1
Campano	Amanda	8/29/2022	4 Hr. Cafe Worker	Memorial School	0	7	2
Killion	Monique	8/31/2022	4 Hr. Cafe Worker	Stall Brook	0	7	0

## ENCLOSURE NO. 4 - ASSISTANT LIBRARIAN UNIT

	<u>Workday</u>	<u>Workweek</u>	<u>Work Year</u>
DiPietro	6 ½ Hours	5 Days	181 Days
Stall Brook	6 ½ Hours	5 Days	181 Days
Memorial School	6 ½ Hours	5 Days	181 Days
High School	6 ½ Hours	5 Days	181 Days

Assistant Librarians will work two (2) paid evenings for book fair events.

### ASSISTANT LIBRARIAN SENIORITY LIST

Last Name	First Name	DOH	Position	Location	Seniority as of 6/30/23		
					Yrs	Mth	Day
Corely	Elizabeth	8/29/2017	Library Assistant	Stall Brook	5	7	2
Garten	Suzanne	8/27/2019	Library Assistant	DiPietro	3	7	4
Elliott	Sheila	4/1/2022	Library Assistant	Memorial School	0	11	30

**\*Assistant Librarians will be required to work and will be paid for the two (2) evening book fair events at their respective schools**

## ENCLOSURE NO. 5 - INSTRUCTIONAL LEARNING ASSISTANT UNIT

	<u>Workday</u>	<u>Workweek</u>	<u>Work Year</u>
Instructional Learning Assistant -Secondary Level	6 ½ Hours	5 Days	10 Months
Instructional Learning Assistant-Elementary Level	6 ¼ Hours	5 Days	10 Months
Instructional Learning Assistant –Title I	*4-6 Hours	5 Days	10 Months
Instructional Learning Assistant - Preschool	6 hours day	5 Days	10 months
*Subject to Title I Funding			

All job descriptions will include the language that Instructional Learning Assistants will also perform related duties outside the classroom as assigned by the classroom teacher.

### INSTRUCTIONAL LEARNING ASSISTANT SENIORITY LIST

Last Name	First Name	DOH	Position	Location	Seniority as of 7/1/23		
					Yrs	Mth	Day
Tirimacco	Marie	9/20/1999	ILA	Districtwide	23	9	11
Beaulieu	Nancy	11/11/1999	ILA	Districtwide	23	7	20
Mallick	Manjula	8/29/2000	ILA	Districtwide	22	10	2
Laquerre	Cynthia	9/9/2002	ILA	Districtwide	20	7	2
Bogan	Sally	9/2/2015	ILA	Districtwide	7	9	29
Porter	Sherry	10/5/2020	ILA	Districtwide	2	8	26
Dutilly	Erica	8/27/2021	ILA	Districtwide	1	10	4
Patro	Sonakhi	3/31/22	ILA	Districtwide	1	2	0
Mantegani	Justin	10/13/22	ILA	Districtwide	0	8	18

## ENCLOSURE NO. 6 - PARAEDUCATORS UNIT

Effective July 1, 2023, there will be one classification (paraeducator) for ABA Techs, Behavior Techs, and ILAs. Paraeducators will equally support students across the district and have equitable access to professional development. The paraeducator role will provide student support as indicated by the building principal, the Student Services Department, or other designee. ILAs will be granted the option to remain in the ILA classification. All new hires will be classified as paraeducators.

		<u>Workday</u>	<u>Workweek</u>	<u>Work Year</u>
Paraeducators	Secondary & Middle	7.00	5 Days	10 Months
Paraeducators	Elementary & Preschool	6.75	5 Days	10 Months

### PARAEDUCATOR SENIORITY LIST

Last Name	First Name	DOH	Position	Location	Seniority as of 7/1/23		
					Yrs	Mth	Day
Taylor	Janet	10/19/1993	Paraeducator	Districtwide	29	8	12
Heinricher	Darlene	11/13/2000	Paraeducator	Districtwide	22	7	18
Chartier	Linda	9/5/2001	Paraeducator	Districtwide	21	9	26
Laquerre	Cynthia	9/9/2002	Paraeducator	Districtwide	20	7	2
Remillard	Robin	1/22/2004	Paraeducator (Grandfathered 12 month per AFSCME negotiations)	Districtwide	18	11	3
Chauvin	Laura	5/4/2009	Paraeducator (Grandfathered 12 month per AFSCME negotiations)	Districtwide	13	11	15
Connolly	Kristen	11/10/2009	Paraeducator (Grandfathered 12 month per AFSCME negotiations)	Districtwide	13	5	9
Bellegarde	Maureen	9/27/2010	Paraeducator (Grandfathered 12 month per AFSCME negotiations)	Districtwide	12	9	4
Wright	David	10/17/2011	Paraeducator (Grandfathered 12 month per AFSCME negotiations)	Districtwide	11	8	14
Larsen	Brianna	5/15/2012	Paraeducator (Grandfathered 12 month per AFSCME negotiations)	Districtwide	11	1	16
Tu	Shu-Wen	8/27/2013	Paraeducator	Districtwide	9	10	4
Dowrey	Susan	8/25/2014	Paraeducator	Districtwide	8	10	6
Bruneault	Meaghan	2/23/2015	Paraeducator (Grandfathered 12 month per AFSCME negotiations)	Districtwide	8	4	8
Ulsh	Lynn	5/18/2015	Paraeducator (Grandfathered 12 month per AFSCME negotiations)	Districtwide	8	1	13
Ferreira (Gordaner)	Michaela	5/26/2015	Paraeducator (Grandfathered 12 month per AFSCME negotiations)	Districtwide	8	1	5
LaRose	Suzanne	7/13/2015	Paraeducator (Grandfathered 12 month per AFSCME negotiations)	Districtwide	7	11	18

					<b>Seniority as of 7/1/23</b>		
<b>Last Name</b>	<b>First Name</b>	<b>DOH</b>	<b>Position</b>	<b>Location</b>	<b>Yrs</b>	<b>Mth</b>	<b>Day</b>
Bogan	Sally	9/2/2015	Paraeducator	Districtwide	7	9	29
Smith	Susan	9/2/2015	Paraeducator (Grandfathered 12 month per AFSCME negotiations)	Districtwide	7	9	29
Wright	Tracy	9/2/2015	Paraeducator (Grandfathered 12 month per AFSCME negotiations)	Districtwide	7	9	29
Davis	Christine	8/31/2016	Paraeducator (Grandfathered 12 month per AFSCME negotiations)	Districtwide	6	10	0
Abbott	Laura	9/1/2016	Paraeducator (Grandfathered 12 month per AFSCME negotiations)	Districtwide	6	10	0
Collette	Mary	10/10/2017	Paraeducator (Grandfathered 12 month per AFSCME negotiations)	Districtwide	5	8	21
Vaux	Natasha	8/26/2019	Paraeducator	Districtwide	3	10	5
King	Samantha	9/30/2019	Paraeducator	Districtwide	3	9	1
DaSilva	Elizabeth	8/27/2020	Paraeducator	Districtwide	2	10	4
Bagdasarian	Aubrie	9/24/2020	Paraeducator	Districtwide	2	9	7
Kilduff	Julianne	10/22/2020	Paraeducator	Districtwide	2	8	9
O'Glischen	Haley	4/12/2021	Paraeducator	Districtwide	2	2	19
Barrasso	Rachael	4/26/2021	Paraeducator	Districtwide	2	2	5
Cunningham	Mary	8/27/2021	Paraeducator	Districtwide	1	10	4
Dick	Lyn	8/27/2021	Paraeducator	Districtwide	1	10	4
Forbes	Jacob	8/27/2021	Paraeducator	Districtwide	1	10	4
Garza	Janessa	8/27/2021	Paraeducator	Districtwide	1	10	4
Saiyan	Ashley	8/27/2021	Paraeducator	Districtwide	1	10	4
Weygand	Michela	8/27/2021	Paraeducator	Districtwide	1	10	4
Padden	Amy	8/31/2021	Paraeducator	Districtwide	1	10	0
Callahan	AnnMarie	9/7/2021	Paraeducator	Districtwide	1	9	24
Parker	Lauren	9/7/2021	Paraeducator	Districtwide	1	9	24
Walsh	Rachel	9/7/2021	Paraeducator	Districtwide	1	9	24
Padula	Mia	10/18/2021	Paraeducator	Districtwide	1	8	13
Sisti	Alix	10/18/2021	Paraeducator	Districtwide	1	8	13
Aldrich	Eryn	3/4/2022	Paraeducator	Districtwide	1	3	27

					<b>Seniority as of 7/1/23</b>		
<b>Last Name</b>	<b>First Name</b>	<b>DOH</b>	<b>Position</b>	<b>Location</b>	<b>Yrs</b>	<b>Mth</b>	<b>Day</b>
Dowe	Kerri	8/29/2022	Paraeducator	Districtwide	0	10	2
Fitzgerald	Margaret	8/29/2022	Paraeducator	Districtwide	0	10	2
Garza	Brittney	8/29/2022	Paraeducator	Districtwide	0	10	2
Grenon	Nicole	8/29/2022	Paraeducator	Districtwide	0	10	2
Morales	Vanessa	8/29/2022	Paraeducator	Districtwide	0	10	2
Parker	Charissa	8/29/2022	Paraeducator	Districtwide	0	10	2
Tagliaferri	Michelle	8/29/2022	Paraeducator	Districtwide	0	10	2
Thompson (Chickering)	Amy	8/29/2022	Paraeducator	Districtwide	0	10	2
Abbott	Jordan	9/26/2022	Paraeducator	Districtwide	0	9	5
Haley	Eileen	10/17/2022	Paraeducator	Districtwide	0	8	14
O'Connor	Zoe	10/18/2022	Paraeducator	Districtwide	0	8	13
Lingley	Nicole	11/29/2022	Paraeducator	Districtwide	0	7	2
Reis	Kailie	1/3/2023	Paraeducator	Districtwide	0	5	28
Perry	Tyrone	1/12/2023	Paraeducator	Districtwide	0	5	19
Lane	Amy	1/19/2023	Paraeducator	Districtwide	0	5	12
Patete	Eileen	1/30/2023	Paraeducator	Districtwide	0	5	1
Fugere	Jessica	2/2/23	Paraeducator	Districtwide	0	4	29
Fornado	Michaela	2/27/2023	Paraeducator	Districtwide	0	4	4
Markle	Avery	3/9/2023	Paraeducator	Districtwide	0	3	22

## **ENCLOSURE NO. 7 - REGISTERED BEHAVIOR TECHNICIANS UNIT**

Registered Behavior Technicians will have specialized training and certification (40-hour training course and passing score on the RBT exam) to work in the sub-separate ABA-based classrooms. They would be supervised by the BCBA and implement student programs and data collection. RBTs are commonly used across school districts to elevate practices and services within ABA settings.



## ENCLOSURE NO. 8 - TECHNOLOGY ASSISTANTS

	<u>Workday</u>	<u>Workweek</u>	<u>Work Year</u>
Technology Assistant - Elementary and BMS	6.5 hours/day	5 days/week	10 months

### TECHNOLOGY ASSISTANT SENIORITY LIST

Last Name	First Name	DOH	Position	Location	Seniority as of 6/30/23		
					Yrs	Mth	Day
Bouchard	Jillian	1/5/2012 AFSCME on 8/29/12	.8 Technology Assistant	Stall Brook	10	7	2
Gately	Elise	9/10/2020	.8 Technology Assistant	DiPietro	2	6	21
				BMS			

**LONGEVITY PAY (ALL UNITS)**

<u>SERVICE</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
Five Years	\$228	\$228	\$228
Ten Years	\$280	\$280	\$280
Fifteen Years	\$384	\$650	\$650
Twenty Years	\$488	\$800	\$800
Twenty-Five Years	\$585	\$1,000	\$1,000

**WAGE SCHEDULE (ALL UNITS)**

- a. 3% increase effective July 1, 2022 – Retroactive
- b. 2.5% increase effective July 1, 2023 – or first pay period in July
- c. 2.5% increase effective of July 1, 2024 - or first pay period in July
- d. .5% increase effective January 1, 2025 – or first pay period in January

<b>Custodial Unit</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>January 1, 2025</b>
	<b>3%</b>	<b>2.5%</b>	<b>2.5%</b>	<b>0.5%</b>
BHS Senior Custodian (Day 1 to 12 Months)	22.34	22.90	23.47	23.59
BMS Senior Custodian (Day 1 to 12 Months)	21.59	22.13	22.68	22.79
DiPietro, Stall Brook Senior Custodian (Day 1 to 12 Months)	21.47	22.01	22.56	22.67
BHS Senior Custodian (over 12 Months)	30.20	30.96	31.73	31.89
BMS Senior Custodian (over 12 Months)	29.45	30.19	30.94	31.09
DiPietro, Stall Brook Senior Custodian (over 12 Months)	28.70	29.42	30.16	30.31
Custodians (Day 1 through 60)	18.98	19.45	19.94	20.04
Custodians (Day 61 to 12 Months)	22.54	23.10	23.68	23.80
Custodians (Over 12 Months)	25.75	26.39	27.05	27.19

<b>Custodial Unit</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>January 1, 2025</b>
	<b>3%</b>	<b>2.5%</b>	<b>2.5%</b>	<b>0.5%</b>
Custodian/Carpentry/ Maintenance-Cust rate	25.75	26.39	27.05	27.19
Maintenance/Athletics (BHS)		27.18	27.86	28.00

<b>Secretarial Unit</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>January 1, 2025</b>
	<b>3%</b>	<b>2.5%</b>	<b>2.5%</b>	<b>0.5%</b>
Secretary for Director of Special Services	26.08	26.73	27.40	27.54
Business Office Specialist	26.36	27.02	27.70	27.84
Other Secretarial (Day 1 to 12 Months)	20.59	21.10	21.63	21.74
Other Secretarial (Over 12 Months)	23.94	24.54	25.15	25.28

<b>Cafeteria Unit</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>January 1, 2025</b>
	<b>3%</b>	<b>2.5%</b>	<b>2.5%</b>	<b>0.5%</b>
Lead Cook (High School)	20.03	20.53	21.04	21.15
Supervisor Cook (Memorial School) New FY16	22.11	22.66	23.23	23.35
Lead Cook (Memorial School)	19.53	20.02	20.52	20.62
Lead Cook (Elementary)	18.59	19.05	19.53	19.63
Cafeteria Worker	18.24	18.70	19.17	19.27
Truck Driver/Cafeteria Worker (now separate pay scale)	18.82	19.29	19.77	19.87
Ship out Cafeteria Worker at BMS as of 7/1/16	18.82	19.29	19.77	19.87

<b>Assistant Librarian Unit</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>January 1, 2025</b>
	<b>3%</b>	<b>2.5%</b>	<b>2.5%</b>	<b>0.5%</b>
Assistant Librarian	21.54	22.08	22.63	22.74

<b>Instructional Learning Assistant Unit</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>January 1, 2025</b>
	<b>3%</b>	<b>\$0.75</b>	<b>2.5%</b>	<b>0.5%</b>
ILA (up to 6 months)	14.02	14.77	15.14	15.22
ILA (after 6 months with Supt approval)	18.01	18.76	19.23	19.33
ILA (over 1 year)	18.01	18.76	19.23	19.33

<b>Paraeducators (FY23 ABA/Behavior Tech Unit. Restructured to Paraeducator in FY24)</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>January 1, 2025</b>
	<b>3%</b>	<b>2.5%</b>	<b>2.5%</b>	<b>0.5%</b>
Paraeducators (0-4 years)	20.59	21.10	21.63	21.74
Paraeducators (after 5 years)	20.59	22.00	22.55	22.66
Paraeducators (RBT)	20.59	23.00	23.58	23.70

<b>Technology Assistants</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>January 1, 2025</b>
	<b>3%</b>	<b>2.5%</b>	<b>2.5%</b>	<b>0.5%</b>
Technology Assistants (up to 1 year)	20.29	20.80	21.32	21.43
Technology Assistants (over 1 year)	21.01	21.54	22.08	22.19

**SIGNATURE PAGE**

In Witness Whereof, the parties by their authorized representatives set the hands and seals this 22<sup>nd</sup> day of MARCH, 2023.

<u>Mich J Fly</u>	<u>James Corineau</u>
<u>Mich J Rel</u>	<u>David Ernst</u>
<u>Quinn J</u>	<u>Dan Munk</u>
<u>Eric O</u>	<u>John C. Chin</u>
<u>Eric C. Colombo</u>	<u>Wendy L. P.</u>
<u> </u>	<u> </u>
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TOWN OF BELLINGHAM  
SCHOOL COMMITTEE

AFSCME COUNCIL 93, LOCAL 747  
SCHOOL DEPARTMENT EMPLOYEES