

H. Payroll: At the beginning of the school year, paraprofessionals shall be given a notice that contains their payroll step and yearly salary.

I. Study Committee: The Lowell School Committee and the United Teachers of Lowell, Local 495, AFT MA, AFT, AFL-CIO agree to establish a study committee made up of representatives from the Administration and the Union to design an evaluation procedure and evaluation forms for paraprofessionals pursuant to the provisions of Side Letter of Agreement #2.

J. Study Committee: The parties agree to form a Study Committee to discuss proposals raised by the Union during the negotiations concerning paraprofessional staffing, paraprofessional professional development, and paraprofessional substituting practices.

K. Employees may be paid by electronic direct or direct deposit and will fill out forms to initiate such at the request of the Employer

#### ARTICLE XX Pension

The employee shall be covered by the existing pension plan in effect for other employees in the School System, providing that existing law and/or rules and regulations governing the pension allows for back payment to the date of hire, it is agreed that this will be allowed.

#### ARTICLE XXI Indemnification

Members of this Unit will immediately report all cases of abusive conduct and torts suffered by them in connection with their employment in writing to the Superintendent of Schools.

The School Committee in conjunction with the City Solicitor will ensure that representation of paraprofessionals will be provided within the parameters of Chapter 258 of the Massachusetts General Laws.

#### ARTICLE XXII Effect of the Agreement

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of this Agreement, if not effected by the deleted Articles, Sections, or Clauses.

#### ARTICLE XXIII Travel Reimbursement and Parking

Employees whose duties entail, in the course of the school day, travel to various schools, shall upon submission of approved monthly travel voucher to the Superintendent of Schools, be reimbursed for said travel at the current IRS rate per mile.

Staff assigned to the following schools shall be granted free access to parking at the Ayotte Garage or the John Street Garage during days when school is in session: Lowell High School, Clement G. McDonough Academic Center.

#### ARTICLE XXIV Negotiation Procedure

The parties agree to enter into negotiations over a successor agreement not later than January the 2nd prior to the expiration of this Agreement.

#### ARTICLE XXV Vacancies and Position Changes

1. A Compendium of Paraprofessional Vacancies shall be posted on April 1. This Compendium shall list all vacancies for the following school year, which have been declared and/or created between the first day of the current school year and the last calendar day in March. For 2000-2001, the Compendium will list vacancies which have been declared and/or created between January 1, 2001 and the last calendar day of March 2001.

2. Requests for change of position shall be submitted in writing and renewed annually no later than April 15 to the Superintendent. Request shall be specific as to the position to which the paraprofessional seeks assignment. Only permanent paraprofessionals are eligible for change of position.

3. When a position change is to be made, a paraprofessional's background, plus skills required by the job, shall be considered.

4. All paraprofessionals requesting a position change shall receive a written statement as to the disposition of their request on or about May 31.

5. All positions that become vacant after April 1 or any new positions that are created after April 1 (until the first day of the next school year) shall be posted for 15 days during which time any paraprofessional who wishes to be considered for a position shall submit a letter to the Superintendent.

Notifications of openings after school year closing shall be via

1. E-Mail to the UTL Office
2. FAX to the UTL Office
3. Lowell Sun
4. Personnel Department Hot Line
5. E-mail to the unit chairperson.

6. Notification of the disposition of the request shall be made in writing as soon as possible thereafter. Postings not filled under the Article shall be filled by permanent hires. No more than two (2) changes per paraprofessional can be honored for the subsequent school year.

7. All position changes granted or permanent hires under the provisions of this section will be effective the first day of the next school year.

8. A permanent paraprofessional displaced from his/her position will be placed into an open paraprofessional position in his/her school. A paraprofessional with seniority, not initially hired as a health paraprofessional, will not be required to fill this position if it is the only available vacancy in that school. If there are no open positions available in his/her school, the displaced paraprofessional can volunteer for openings in other schools, bump the least senior (based on systemwide seniority) paraprofessional in his/her building who holds a position for which the displaced paraprofessional is qualified and who is less senior than the displaced paraprofessional, or assume the position of any paraprofessional who volunteers to be displaced.

9. Decisions by the Principal, with approval of the Superintendent, are final, unless arbitrary or capricious.

10. The parties agree to establish a Joint Study Committee (JSC) made up of representatives from the Administration and the Union to investigate separating specialized paraprofessional positions from mainstream paraprofessional positions for the purpose of assignment, transfer, layoff, and recall. The JSC will strive to make a recommendation by February 2005 but no later than June 2005. The parties further agree to reopen negotiations for 2005-2006 on this issue to consider the recommendation of the JSC.

#### ARTICLE XXVI Agency Fee

As a condition of employment, members of the bargaining unit who are not members of the United Teachers of Lowell, Paraprofessional Unit, AFT MA, AFT, AFL-CIO, shall pay to the Union an agency service fee. Such fee shall be a percentage of union dues and represent that portion of union dues which is commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the Massachusetts Labor Relations Commission.

#### ARTICLE XIX General

A. The Committee agrees to deduct from the pay, on a weekly basis, the employee's Union dues. This deduction shall be done upon the written authorization of the employee. Union agrees to receive their pay every two weeks at the Committee's option, beginning on the last day of the Contract; however, the Union has the option to delay implementation for six (6) months, which option must be exercised in writing by June 30, 2016.

B. Printing of Agreement: The Committee and the Union will share equally the expense of printing copies of this agreement, a copy of which will be given to each paraprofessional. A minimum of one hundred-fifty (150) copies of the contract will be given to the Superintendent's office.

C. Health Paraprofessional/Life Skills Paraprofessional: The School Committee will create a special category of paraprofessional titled Health Paraprofessional/Life Skills Paraprofessional. An individual accepted into this position in addition to educational responsibilities will provide health and/or life skills services to his/her assigned student in the Lowell School System. These services will be diapering of students, assisting students with toileting, feeding, lifting, transferring and assisting students with personal hygiene needs and other non-medical needs. Employees in this category will be paid in accordance with the provisions of Article XV, Section C.

A paraprofessional with seniority in the Lowell system, not initially hired for this category, will not be required to fill this position. Specific training on an annual basis and access to resources will be provided at the school level by most appropriate personnel.

D. Education Requirement: Effective September 1, 2002, all newly hired paraprofessionals shall have at least a high school diploma or GED certificate unless explicitly waived by the Superintendent with reason and notice to the Union. The decision of the Superintendent is final.

E. Salary Placement: Effective September 1, 2002, no newly hired paraprofessional shall be placed beyond Step 5 of Appendix A unless said placement, with reason and notice to the Union, is explicitly approved by the Superintendent. The decision of the Superintendent is final. Any paraprofessional placed beyond Step 5 must serve the required years in Lowell before entering Steps 8, 9, or 10.

F. Career Ladder Entitlement: All sick leave benefits accrued as a paraprofessional in Lowell shall remain with an employee upon his/her employment as a teacher in the Lowell School System.

G. Professional Workshop: Subject to the approval of the principal, professional development workshops and in-house seminars available to teachers shall be available to paraprofessionals. If held after school, paraprofessionals shall receive the contractual hourly rate. If held during school hours, paraprofessionals shall be paid their normal salary.

ARTICLE XV  
Wages

A. Salary Schedule for employees is as set forth in Appendix A attached and made a part hereof.

All meetings and workshops held outside normal school hours shall be voluntary and compensated at the paraprofessional's negotiated hourly rate.

B. Hourly Compensation: Effective July 1, 1994, the hourly rate of compensation for employees covered by this agreement shall be \$ 12.00 per hour for activities that fall outside the normal school day/year. Effective July 1, 2005, the hourly rate of compensation shall be fifteen (\$15) dollars per hour.

C. Effective in school year 2002-2003 paraprofessionals who are designated as Health paraprofessionals shall receive an additional \$175 a month. Effective in school year 2003-2004, paraprofessionals serving in an Emotionally Disturbed/Behavioral Disorder (ED/BD) or as a Pervasive Developmental Delayed (PDD) class shall receive an additional \$100 per month.

D. Paraprofessionals shall be provided the opportunity to receive the balance of earned pay for the school year no later than July 1<sup>st</sup>.

ARTICLE XVI  
Visitation

The Committee agrees that an authorized Union official, or a steward designated by the Union in writing to the Superintendent, visit any of the buildings in which employees in the Unit work, for the purposes of this Article, will be permitted to the purpose of adjusting dispute between the parties on any matters relating to the terms and conditions of this Agreement, providing that the authorized official or designated steward shall first receive the permission of the Superintendent of Schools or designee as to visitations to the Committee's central offices or the permission of the Principal or designee of the School where said visitation is to be made. Such permission shall not be unreasonably withheld.

ARTICLE XVII  
Degree Personnel

Any employee who has attained the minimum of a Bachelor's Degree from an accredited institution shall be placed on Step 5 of Appendix A at date of hire.

ARTICLE XVIII  
Jury Duty

In the event an employee is called for jury duty and serves on the jury, the Committee shall pay the employee the difference between the employee's regular straight time pay and the jury pay.

ARTICLE XXVII  
Longevity

Effective July 1, 1984, longevity pay shall be paid to all members of this Unit with more than one year of continuous service \*\* Longevity pay shall be calculated on an individual basis in accordance with the following schedule:

(Three Tenths of One Percent) -  $0.3\% \times \text{number of years of service as an employee of the City of Lowell} \times \text{base salary} = \text{Longevity}$ . For the purposes of the calculation of longevity pay, continuous service as an employee of the City of Lowell shall, except as hereinafter modified, mean only uninterrupted permanent service as an employee for the City of Lowell. However, employees with ten (10) years or more of uninterrupted permanent service as an employee of the City of Lowell shall, after such ten (10) years, be eligible to count prior broken permanent service with any other department of, the City of Lowell as continuous permanent service as an employee of the City of Lowell for the purposes of this longevity article. Such other prior broken permanent service with the City shall, after said ten (10) years, be computed as continued permanent service as an employee of the City of Lowell for purposes of longevity payments.

Longevity pay shall not be considered part of the base salary for purposes of computing vacation pay, sick leave or overtime. However, longevity pay shall be included for purposes of computation of retirement benefits and deductions thereof.

Payment per annum amount under paragraph 3 above shall be made for those employees whose eligibility anniversary dates fall between July 1st and December 31st on the second payday of the month of December, and for those employees whose eligibility anniversary dates fall between January 1st and June 30th, payment of the per annum amount shall be made on the second payday of the month of June. If an employee retires or terminates employment without fault between payment dates, payment shall be made pro rata for any unpaid longevity due from last service anniversary date to the date of retirement or termination without fault.

By way of illustration, the benefit will be as follows:

- 1 year of service - .3%
- 2 years of service- .6%
- 3 years of service - .9%
- 4 years of service- 1.2%
- 5 years of service - 1.5%
- 6 years of service- 1.8%
- 7 years of service - 2.1%
- 8 years of service - 2.4%
- 9 years of service - 2.7%
- 10 years of service - 3.0%

The incremental benefit based on three tenths of one percent for each year of service shall continue for all years or service.

\* \*The longevity benefit for employees employed, through June 30, 1989 shall be frozen at the dollar amount (after the retroactive salary increase for that period) paid through this period. No new employees in the Unit shall be eligible for this benefit.

ARTICLE XXVIII  
Substituting

Any paraprofessional who performs the function of a substitute teacher shall receive a forty dollar (\$40) bonus per day in addition to their regular compensation.

The forty dollar (\$40) per day of additional paraprofessional compensation shall be paid to a paraprofessional for any given day during which the paraprofessional substitutes for a teacher for a total of three (3) or more hours. Substituting for a teacher means that the paraprofessional is acting in place of a teacher and therefore acts as the adult in charge of the class of students. The agreed upon payment is contingent upon the paraprofessional's submission of an agreed upon form, to the school office, at the beginning of the next school day when the paraprofessional is present at the school.

ARTICLE XXIX  
Course Reimbursement

Tuition reimbursement of up to \$1000.00 shall be paid to paraprofessionals taking courses in a field relating to education, at an accredited college or university (of their choice) approved in advance by the Superintendent. This reimbursement will be paid for courses taken in the fiscal year in which applicable credit is earned, and payment shall be made upon submission of proof of successful completion of such courses.

Paraprofessionals shall have the choice of in-service course(s) and/or course(s) at an accredited institution(s).

This provision shall be funded at the rate of \$50,000 per fiscal year. This amount shall be non-cumulative.

ARTICLE XXX  
Just Cause

No paraprofessional will be disciplined without just cause.

ARTICLE XXXI  
Personnel Files

A. Pursuant to General Laws, a paraprofessional shall have the right, upon written request, to review the contents of his/her own personnel file within twenty four (24) hours of the receipt of the request. Such review shall be performed in the presence of the Superintendent or his/her designee. The paraprofessional shall have the right to Xerox the contents of his/her file at his/her own expense.

STEP ONE: Whenever an employee has a grievance, the aggrieved employee shall informally present the grievance to the employee's Supervisor. The Supervisor shall endeavor to settle the grievance in this informal session.

STEP TWO: If the grievance shall not have been settled, the aggrieved employee shall present the grievance in writing to his or her Supervisor. Within ten (10) days after receipt of such a presentation, the Supervisor shall hold a meeting which may be attended by the aggrieved employee, and the Committee's representative in charge of non-certified personnel.

Within ten (10) days after the conclusion of the Step Two meeting, the Supervisor shall submit a copy of his or her decision of the grievance to the aggrieved employee, a copy to the Union, and a copy to the Committee's Negotiator.

STEP THREE: If the grievance shall not have been settled at Step Two, the Union may present the grievance in writing to the Superintendent. That presentation shall be made within ten (10) days after the date of the Supervisor's decision at Step Two.

Within ten (10) days after the Superintendent's receipt of such a presentation, the Superintendent or his/her designee shall hold a meeting, this meeting may be attended by the aggrieved employee, a representative of the Union, a member of the School Committee designated by its Chairperson, and the Committee's representative in charge of non-certified personnel. However, the designation of the Committee's representative in charge of non-certified personnel in no way derogates from the designations by the Committee of the various categories of employees set forth in Article I hereof.

Within ten (10) days after the conclusion of the Step Three meeting, the Superintendent shall submit a copy of his/her decision of the grievance to the aggrieved employee, a copy to the Union and a copy to the Committee's negotiator.

STEP FOUR: If the grievance shall not have been settled at Step Three the Union may, in writing, request a review hearing before the full School Committee. The request for said review hearing shall be made not later than ten (10) days from receipt of the Superintendent's written decision as provided for in Step Three. The review hearing shall be held within ten (10) days after the receipt of the written request for same from the Union.

STEP FIVE: If the grievance shall not be settled at Step Four, the Union may cause the grievance to go to binding arbitration. To do so, the Union shall within thirty (30) days after the Union's receipt of the Committee's Step Four decision, file for binding arbitration.

The Committee shall pay one-half of the arbitrator's fees and expenses, if any are so chargeable, and the other half shall be paid for by the Union.

ARTICLE XIII  
Insurance

1. The Committee agrees that all employees covered by this Agreement shall receive all insurance, health and welfare benefits received by other employees of the City under the authority of Chapter 32B of the General Laws of the Commonwealth. The Union agrees that the employees shall pay twenty-five percent (25%) of the cost of these benefits.

2. On or after July 1, 2007, the insurance plan for Unit A employees shall include the following coverage options: Master Medical, PPO, or HMO. At least once a fiscal year as determined by the employer, employees shall select from among the coverage options being offered by the City.

On and after July 1, 2008, the difference in employee contribution to premium cost for Master Medical coverage shall not exceed 25% for HMO coverage, and shall not exceed 12.5% between Master Medical coverage and the PPO plan and 12.5% between the PPO plan and the HMO plan. Any future increases in the maximum differentials specified above as may be proposed by the City will be negotiated in good faith with the Union; provided, the City shall not be obligated to negotiate over a change in employee contribution to premium cost which does not exceed the applicable maximum differentials. However, the cost of an employee contribution to the cost of any coverage option, Master Medical, PPO or HMO, offered by the City, shall be the same for Unit A employees as for all other City employees.

3. References, offerings, and language in the contract shall be updated to reflect the acceptance by the Committee and Union of the current practices, offerings, and insurances offered by the Commonwealth of Massachusetts Group Insurance Commission, including but not limited to the terms and conditions of the Memorandum of Agreement Between the City of Lowell and the Public Employee Committee (PEC), to provide insurance through the Group Insurance Commission as agreed to on or about September 17, 2012.

ARTICLE XIV  
Grievance Procedure

A grievance is hereby defined as a complaint by an employee or group of employees on an alleged violation of this Agreement, or any controversy, misunderstanding or dispute arising as to the interpretation, application or observance of any of the provisions thereof.

Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved employee and to the Union shall permit the aggrieved party or parties to proceed to the next step.

A grievance that affects a group of employees may be submitted in writing to the Superintendent directly, and the processing of such a grievance shall commence at Step Three.

B. No adverse material shall be placed into the paraprofessional's personnel file without giving the paraprofessional a copy first. The paraprofessional shall have the right to file, within seven (7) days a written answer and have it attached to the adverse material.

ARTICLE XXXII  
Immunization

The School Committee shall provide, only through a designated health care provider, Hepatitis B immunization without charge to any paraprofessional who requests such treatment.



APPENDIX A - SALARY SCHEDULE  
Professional Development

Effective September 1, 1993, professional development salary adjustments shall be paid to paraprofessionals taking courses at an accredited college or university of their choice, which have been approved in advance by the Superintendent. These adjustments above the base salary will be paid as listed below:

Course Credits	Wage Increase above Base
30	3.00%
60	6.00%
90	9.00%
120	12.00%

Paraprofessionals employed as of the date of ratification of this Agreement who have completed courses or are taking courses at an accredited college or university as of the date of ratification of this Agreement shall receive the above listed Professional Development wage increases and full salary schedule credit for those courses.

Each paraprofessional who successfully completes an 18-credit paraprofessional certificate program approved by the Superintendent shall receive a one-time payment of \$500.

APPENDIX A - SALARY SCHEDULE

On the day of the mid-point of the 2014-2015 work year, there shall be a .5% salary increase to all steps and lanes.

On the last day of the 2014-2015 work year, there shall be a .5% salary increase to all steps and lanes.

On the day of the mid-point of the 2015-2016 work year, there shall be a 1.75% salary increase to all steps and lanes.

On the last day of the 2015-2016 work year, there shall be a 1% salary increase to all steps and lanes.

Coach and Club compensation is not subject to any of the above increases in compensation and is frozen at the current levels.

Superintendent of Schools. Upon receiving confirmation of the child's availability, the employee shall notify the Superintendent of the date. Leave shall commence immediately upon said date. The employee may continue health insurance benefits, but will be responsible for the entire cost of the coverage. The employee is eligible for sick leave benefits while on this leave, as outlined above.

D. Religious Leave: A paraprofessional shall be allowed leave with pay where applicable up to three (3) days a year for Jewish or one (1) day a year for Orthodox high holy days, upon written request made reasonably to the Superintendent.

E. Personal Leave: Paraprofessionals shall be allowed two (2) days of personal leave. The paraprofessional shall request such leave twenty-four (24) hours in advance. No reason other than "leave for personal reasons" shall be required when requesting this leave. Personal days may not be used the day prior or the day after a holiday or vacation. Such leave shall not be cumulative from year to year. At the conclusion of each school year, any unused personal days will be added to the paraprofessional's sick leave.

F. Family and Medical Leave Act: The Committee and the Union agree that all provisions of the Federal Family and Medical leave Act of 1993 shall be made a part of this agreement.

G. A paraprofessional receiving a certificate or degree from a higher education institution during the workday shall be granted a paid professional day to attend the ceremony.

ARTICLE XII  
Bereavement

Paraprofessionals will be allowed leave with pay for up to five (5) days at any one time in the event of death or serious illness in the immediate family. Immediate family shall be defined as follows: Husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, of either the employee or spouse thereof, or any relative of the employee or spouse thereof who was actually living in the immediate household of the employee at the time of death or commencement of the final illness or accident.

In the event of the death of an aunt, uncle, niece, or nephew of the employee or spouse thereof, paraprofessionals will be allowed one(1) day leave, with pay, and one(1) additional day, with pay, for necessary travel out of state or a distance of 100 miles.

The above language shall apply to all stepchildren, stepparents, and stepsiblings.

When a paraprofessional, including one retired from the Lowell School System dies, the Union shall have the right to designate one person in that Unit to attend his or her funeral as part of an official delegation. Paraprofessionals attending such funerals will be entitled to time off with pay to do so but will return to work after the funeral ceremony.

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Paraprofessional Salary Schedule  
Mid School Year 2014-15**

allowance, an extended sick leave allowance based on and equal to the number of sick leave days credited to her as of January the first of the year in which the extended sick leave application is filed, upon submission of a doctor's certificate substantiating the continuing illness.

In addition to the regular fifteen (15) days cumulative sick leave allowance referred to above, an employee shall be entitled to an additional full day of sick leave for each school year of perfect attendance. This provision is not retroactive.

Effective September 12, 1984, any new employee shall earn sick days on the basis of one and one-half days per month, up to and until, ninety (90) days have been served. Thereafter, sick days will accrue as cited above. For employees qualifying for past service under the provisions of Article IX, this ninety day period is not applicable.

**B. Worker's Compensation:**

1. In case paraprofessionals are encompassed by appropriate legal action under the Worker's Compensation Act, Chapter 152, Section 69 through 75 of our General Laws as amended, then sick leave benefits as set forth in Section A of this article will be limited to the difference represented by weekly benefits payable under the Worker's Compensation Act and the weekly benefits paid under the provisions of the aforesaid Section A, so that the total weekly benefits under Section A of this Article will not exceed the sick leave benefits payable under Section A of this Article.

2. Assault/Battery: Any employee who is injured or disabled as a result of an assault and battery while acting in the course of his/her employment shall apply for worker's compensation. If the employee is incapacitated as a result of the workplace assault then he/she shall be compensated by the School Committee for the difference between the worker's compensation rate and the employee's normal rate of pay without regard to the employee's sick leave benefits.

**ARTICLE XI  
Leaves of Absence**

A. Leave of Absence: Upon written request, and at the discretion of the Superintendent, an employee shall receive an unpaid leave of absence for a period of one year duration. Such leave may be extended by the consent of the Committee.

B. Maternity Leave: A ninety day leave of absence, without pay, shall be granted to employees for maternity purposes with the understanding that an employee on maternity leave is entitled to use her sick leave days for such leave upon written request, and at the discretion of the Superintendent an employee shall receive an unpaid leave of absence for a period of one year duration. Such leave may be extended by the consent of the Committee.

C. Adoption/Child-Rearing Leave: Up to one year, without pay, shall be granted to an employee upon request, for the period of child-rearing or adoption. Upon receiving notification of being accepted on an adoption list, the employee shall notify the

Paraprofessional Salary Schedule - School Year 2014-2015 Mid Year					
Step	Base Salary	30 Credits	60 Credits	90 Credits	120 Credits
1	\$ 19,347	\$ 19,922	\$ 20,497	\$ 21,067	\$ 21,641
2	\$ 19,694	\$ 20,277	\$ 20,861	\$ 21,445	\$ 22,028
3	\$ 20,040	\$ 20,634	\$ 21,228	\$ 21,820	\$ 22,416
4	\$ 20,511	\$ 21,113	\$ 21,719	\$ 22,321	\$ 22,927
5	\$ 21,346	\$ 21,975	\$ 22,603	\$ 23,235	\$ 23,862
6	\$ 21,700	\$ 22,341	\$ 22,981	\$ 23,619	\$ 24,262
7	\$ 23,685	\$ 24,387	\$ 25,085	\$ 25,785	\$ 26,486
8*	\$ 26,852	\$ 27,614	\$ 28,376	\$ 29,137	\$ 29,897
9**	\$ 29,006	\$ 29,811	\$ 30,618	\$ 31,426	\$ 32,231
10***	\$ 30,552	\$ 31,359	\$ 32,163	\$ 32,970	\$ 33,775
11****	\$ 32,097	\$ 32,903	\$ 33,709	\$ 34,517	\$ 35,322
12*****	\$ 33,642	\$ 34,447	\$ 35,253	\$ 36,061	\$ 36,866

Health Paraprofessional Salary Schedule - School Year 2014-2015 Mid Year					
Step	Base Salary	30 Credits	60 Credits	90 Credits	120 Credits
1	\$ 21,498	\$ 22,073	\$ 22,647	\$ 23,219	\$ 23,792
2	\$ 21,844	\$ 22,428	\$ 23,011	\$ 23,595	\$ 24,178
3	\$ 22,190	\$ 22,784	\$ 23,378	\$ 23,971	\$ 24,566
4	\$ 22,661	\$ 23,263	\$ 23,869	\$ 24,471	\$ 25,077
5	\$ 23,498	\$ 24,127	\$ 24,755	\$ 25,385	\$ 26,014
6	\$ 23,851	\$ 24,491	\$ 25,131	\$ 25,771	\$ 26,412
7	\$ 25,835	\$ 26,537	\$ 27,236	\$ 27,935	\$ 28,636
8*	\$ 29,002	\$ 29,765	\$ 30,527	\$ 31,287	\$ 32,048
9**	\$ 31,157	\$ 31,963	\$ 32,768	\$ 33,576	\$ 34,383
10***	\$ 32,701	\$ 33,507	\$ 34,313	\$ 35,121	\$ 35,926
11****	\$ 34,246	\$ 35,052	\$ 35,859	\$ 36,666	\$ 37,471
12*****	\$ 35,791	\$ 36,598	\$ 37,404	\$ 38,211	\$ 39,016

EIBD & PDD Paraprof Salary Schedule - School Year 2014-2015 Mid Year					
Step	Base Salary	30 Credits	60 Credits	90 Credits	120 Credits
1	\$ 20,577	\$ 21,152	\$ 21,725	\$ 22,296	\$ 22,871
2	\$ 20,923	\$ 21,507	\$ 22,090	\$ 22,674	\$ 23,257
3	\$ 21,268	\$ 21,863	\$ 22,456	\$ 23,049	\$ 23,645
4	\$ 21,739	\$ 22,342	\$ 22,948	\$ 23,550	\$ 24,156
5	\$ 22,575	\$ 23,205	\$ 23,833	\$ 24,463	\$ 25,092
6	\$ 22,929	\$ 23,570	\$ 24,210	\$ 24,849	\$ 25,491
7	\$ 24,914	\$ 25,616	\$ 26,313	\$ 27,014	\$ 27,714
8*	\$ 28,080	\$ 28,843	\$ 29,604	\$ 30,365	\$ 31,125
9**	\$ 30,236	\$ 31,041	\$ 31,847	\$ 32,654	\$ 33,460
10***	\$ 31,781	\$ 32,587	\$ 33,393	\$ 34,201	\$ 35,007
11****	\$ 33,325	\$ 34,131	\$ 34,938	\$ 35,745	\$ 36,550
12*****	\$ 34,871	\$ 35,677	\$ 36,484	\$ 37,291	\$ 38,097

* 10 Years of Service	** 13 Years of Service	*** 20 Years of Service	
**** 25 Years of Service	***** 30 Years of Service		

Lowell Public Schools  
Paraprofessional Salary Schedule  
End of School Year 2014-15

Paraprofessional Salary Schedule - School Year 2014-2015 End of Year					
Step	Base Salary	30 Credits	60 Credits	90 Credits	120 Credits
1	\$ 19,444	\$ 20,022	\$ 20,599	\$ 21,173	\$ 21,750
2	\$ 19,792	\$ 20,379	\$ 20,965	\$ 21,552	\$ 22,138
3	\$ 20,140	\$ 20,737	\$ 21,334	\$ 21,929	\$ 22,528
4	\$ 20,613	\$ 21,218	\$ 21,827	\$ 22,433	\$ 23,042
5	\$ 21,453	\$ 22,085	\$ 22,716	\$ 23,351	\$ 23,981
6	\$ 21,808	\$ 22,453	\$ 23,096	\$ 23,738	\$ 24,383
7	\$ 23,803	\$ 24,509	\$ 25,211	\$ 25,914	\$ 26,618
8*	\$ 26,986	\$ 27,752	\$ 28,518	\$ 29,283	\$ 30,047
9**	\$ 29,151	\$ 29,960	\$ 30,771	\$ 31,583	\$ 32,392
10***	\$ 30,705	\$ 31,516	\$ 32,324	\$ 33,135	\$ 33,944
11****	\$ 32,257	\$ 33,068	\$ 33,878	\$ 34,689	\$ 35,498
12*****	\$ 33,810	\$ 34,619	\$ 35,430	\$ 36,241	\$ 37,050

Health Paraprofessional Salary Schedule - School Year 2014-2015 End of Year					
Step	Base Salary	30 Credits	60 Credits	90 Credits	120 Credits
1	\$ 21,606	\$ 22,183	\$ 22,760	\$ 23,335	\$ 23,911
2	\$ 21,953	\$ 22,540	\$ 23,126	\$ 23,713	\$ 24,299
3	\$ 22,301	\$ 22,898	\$ 23,495	\$ 24,091	\$ 24,689
4	\$ 22,774	\$ 23,380	\$ 23,988	\$ 24,594	\$ 25,203
5	\$ 23,615	\$ 24,247	\$ 24,879	\$ 25,512	\$ 26,144
6	\$ 23,971	\$ 24,614	\$ 25,257	\$ 25,900	\$ 26,544
7	\$ 25,965	\$ 26,670	\$ 27,372	\$ 28,075	\$ 28,779
8*	\$ 29,147	\$ 29,914	\$ 30,679	\$ 31,444	\$ 32,208
9**	\$ 31,312	\$ 32,123	\$ 32,932	\$ 33,744	\$ 34,555
10***	\$ 32,865	\$ 33,675	\$ 34,485	\$ 35,296	\$ 36,106
11****	\$ 34,417	\$ 35,228	\$ 36,038	\$ 36,849	\$ 37,658
12*****	\$ 35,970	\$ 36,781	\$ 37,591	\$ 38,402	\$ 39,211

EDBD & PDD Paraprof Salary Schedule - School Year 2014-2015 End of Year					
Step	Base Salary	30 Credits	60 Credits	90 Credits	120 Credits
1	\$ 20,680	\$ 21,257	\$ 21,833	\$ 22,408	\$ 22,985
2	\$ 21,028	\$ 21,614	\$ 22,201	\$ 22,787	\$ 23,374
3	\$ 21,374	\$ 21,972	\$ 22,568	\$ 23,164	\$ 23,763
4	\$ 21,847	\$ 22,454	\$ 23,063	\$ 23,668	\$ 24,277
5	\$ 22,688	\$ 23,321	\$ 23,952	\$ 24,585	\$ 25,218
6	\$ 23,044	\$ 23,688	\$ 24,331	\$ 24,973	\$ 25,618
7	\$ 25,039	\$ 25,744	\$ 26,445	\$ 27,149	\$ 27,852
8*	\$ 28,220	\$ 28,987	\$ 29,752	\$ 30,517	\$ 31,281
9**	\$ 30,387	\$ 31,196	\$ 32,006	\$ 32,817	\$ 33,628
10***	\$ 31,940	\$ 32,750	\$ 33,560	\$ 34,372	\$ 35,182
11****	\$ 33,492	\$ 34,302	\$ 35,112	\$ 35,924	\$ 36,733
12*****	\$ 35,046	\$ 35,856	\$ 36,666	\$ 37,478	\$ 38,288

* 10 Years of Service	** 15 Years of Service	*** 20 Years of Service	
**** 25 Years of Service	***** 30 Years of Service		

ARTICLE VIII  
Holidays

The employees shall not be required to work on any legal holidays falling in the period commencing the Monday before Labor Day and ending June 30 of any school year.

ARTICLE IX  
Computation of Service

For the purposes of computing weeks and years worked employees shall receive credit for any full-time employment in the school system prior to the signing of this Agreement, and also for any prior full-time employment the employee has served in a Federal program working for the Committee.

For the purpose of computing movement on the salary schedule, any employee having served ninety (90) or more school days in the previous school year, shall advance to the next step on the schedule the Monday before Labor Day of the next school year.

ARTICLE X  
Sick Leave

A. Employees shall be granted an annual leave of fifteen (15) days without loss of pay for absence caused by illness, injury, or exposure to contagious disease. Such sick leave not used in the year of service for which it is granted shall have unlimited accumulation for use in subsequent years.

Any employee who is absent for five consecutive days or longer shall upon request of the school principal or master, supervisor, or assistant superintendent of schools submit a physician's statement as to the cause of absence. Any such request must be made not later than five (5) days after the paraprofessional's return to duty.

In recognition of regularity of service rendered and as an incentive to continued regularity of such service, employees covered by this Agreement who have served in the Lowell School System for a minimum of fifteen (15) work years or school years, as the case may be, will, upon retirement or death be paid an amount equivalent to 33 1/3 percent of their unused sick leave accumulated as of the effective date of their retirement or death.

The parties agree to establish a Joint Study Committee (JSC) made up of representatives from the Administration and the Union to review procedures for documentation/verification necessary for long term illnesses. The JSC will strive to make a recommendation by February 2005 but no later than June 2005. The parties further agree to reopen negotiations for 2005-2006 on this issue to consider the recommendation of the JSC.

In addition to the regular sick leave provisions set forth in Article X, there shall be granted to employees, who, by reason of a continuing illness, have depleted their sick leave



Lowell Public Schools  
Paraprofessional Salary Schedule  
Mid School Year 2015-16

3. All laid-off members of the bargaining unit shall be placed on a recall list. Members on the recall list with the most seniority will be recalled first. The names of all recalled members with their seniority date and assignment shall be sent to the Union.

4. A seniority list of all paraprofessionals shall be provided to the Union. Upon request, the Union shall also be provided a seniority list for all paraprofessionals listed by schools.

ARTICLE VI  
Hours of Work

A. Time:

Excepting the necessity of the Committee to comply with General Laws governing the need of transporting pupils, the hours of work shall be six (6) hours and fifty-five (55) minutes for middle schools and high school, including a duty-free lunch of thirty (30) minutes, and six (6) hours and twenty-five (25) minutes for elementary school paraprofessionals, including a duty-free lunch of twenty-five (25) minutes for elementary schools. Any hours of work necessary in transporting children shall result in additional pay for those hours. The parties agree that the present practice for payment for bus duty will be altered to reflect pro rata payments for all bus duty time worked beyond their scheduled workday. These hours to go into effect December 14, 1998.

Paraprofessionals may be required to attend four (4) after school faculty meetings per school year. One of these meetings may, at the principal's discretion, be used for a paraprofessional staff meeting. Such meetings shall not exceed one hour each. Effective June 30, 2012 these meetings shall be scheduled by the principal at the start of the year.

The parties agree to create a Study Committee to develop a model for an extended day program in Lowell with the goal of ratification and implementation of the model at selected school(s) before the expiration of this contract.

B. Except in an emergency, a paraprofessional shall not be required to substitute for school clerks.

ARTICLE VII  
Work Year

Effective July 1, 2005, the school year will begin on the Monday before Labor Day of a given year, with the Friday before Labor Day as a day off, through June the thirtieth of the next succeeding school year and salaries for such school year will be deemed to be fully earned upon completion of the last scheduled workday in June.

Effective with the 2005-2006 school year, the paraprofessional work year shall consist of one hundred eighty-one (181) workdays and paraprofessionals shall be required to attend orientation day.

Paraprofessional Salary Schedule - School Year 2015-2016 Mid Year					
Step	Base Salary	30 Credits	60 Credits	90 Credits	120 Credits
1	\$ 19,784	\$ 20,372	\$ 20,959	\$ 21,543	\$ 22,130
2	\$ 20,139	\$ 20,735	\$ 21,332	\$ 21,929	\$ 22,526
3	\$ 20,492	\$ 21,100	\$ 21,707	\$ 22,312	\$ 22,922
4	\$ 20,974	\$ 21,590	\$ 22,209	\$ 22,825	\$ 23,445
5	\$ 21,828	\$ 22,472	\$ 23,114	\$ 23,760	\$ 24,401
6	\$ 22,190	\$ 22,846	\$ 23,500	\$ 24,153	\$ 24,810
7	\$ 24,220	\$ 24,938	\$ 25,652	\$ 26,367	\$ 27,084
8*	\$ 27,458	\$ 28,237	\$ 29,017	\$ 29,795	\$ 30,573
9**	\$ 29,661	\$ 30,485	\$ 31,309	\$ 32,136	\$ 32,959
10***	\$ 31,242	\$ 32,067	\$ 32,890	\$ 33,715	\$ 34,538
11****	\$ 32,822	\$ 33,646	\$ 34,471	\$ 35,296	\$ 36,120
12*****	\$ 34,402	\$ 35,225	\$ 36,050	\$ 36,875	\$ 37,699

Health Paraprofessional Salary Schedule - School Year 2015-2016 Mid Year					
Step	Base Salary	30 Credits	60 Credits	90 Credits	120 Credits
1	\$ 21,984	\$ 22,571	\$ 23,158	\$ 23,743	\$ 24,329
2	\$ 22,338	\$ 22,934	\$ 23,531	\$ 24,128	\$ 24,725
3	\$ 22,691	\$ 23,299	\$ 23,906	\$ 24,512	\$ 25,121
4	\$ 23,173	\$ 23,789	\$ 24,408	\$ 25,024	\$ 25,644
5	\$ 24,028	\$ 24,672	\$ 25,314	\$ 25,959	\$ 26,601
6	\$ 24,390	\$ 25,044	\$ 25,699	\$ 26,353	\$ 27,009
7	\$ 26,419	\$ 27,137	\$ 27,851	\$ 28,566	\$ 29,283
8*	\$ 29,657	\$ 30,437	\$ 31,216	\$ 31,994	\$ 32,772
9**	\$ 31,860	\$ 32,685	\$ 33,508	\$ 34,335	\$ 35,159
10***	\$ 33,440	\$ 34,264	\$ 35,089	\$ 35,914	\$ 36,737
11****	\$ 35,020	\$ 35,844	\$ 36,669	\$ 37,494	\$ 38,317
12*****	\$ 36,600	\$ 37,424	\$ 38,249	\$ 39,074	\$ 39,898

EDBD & PDD Paraprof Salary Schedule - School Year 2015-2016 Mid Year					
Step	Base Salary	30 Credits	60 Credits	90 Credits	120 Credits
1	\$ 21,042	\$ 21,629	\$ 22,215	\$ 22,800	\$ 23,387
2	\$ 21,396	\$ 21,992	\$ 22,589	\$ 23,186	\$ 23,783
3	\$ 21,748	\$ 22,357	\$ 22,963	\$ 23,569	\$ 24,179
4	\$ 22,230	\$ 22,847	\$ 23,466	\$ 24,082	\$ 24,702
5	\$ 23,085	\$ 23,729	\$ 24,371	\$ 25,016	\$ 25,659
6	\$ 23,447	\$ 24,103	\$ 24,757	\$ 25,410	\$ 26,067
7	\$ 25,477	\$ 26,195	\$ 26,908	\$ 27,624	\$ 28,340
8*	\$ 28,714	\$ 29,494	\$ 30,273	\$ 31,051	\$ 31,829
9**	\$ 30,918	\$ 31,742	\$ 32,566	\$ 33,392	\$ 34,216
10***	\$ 32,499	\$ 33,323	\$ 34,148	\$ 34,973	\$ 35,798
11****	\$ 34,078	\$ 34,902	\$ 35,727	\$ 36,552	\$ 37,376
12*****	\$ 35,659	\$ 36,483	\$ 37,308	\$ 38,133	\$ 38,958

* 10 Years of Service	** 15 Years of Service	*** 20 Years of Service	
**** 25 Years of Service	***** 30 Years of Service		

Lowell Public Schools  
Paraprofessional Salary Schedule  
End of School Year 2015-16

Paraprofessional Salary Schedule - School Year 2015-16 End of Year					
Step	Base Salary	30 Credits	60 Credits	90 Credits	120 Credits
1	\$ 19,982	\$ 20,576	\$ 21,169	\$ 21,758	\$ 22,352
2	\$ 20,340	\$ 20,943	\$ 21,545	\$ 22,148	\$ 22,751
3	\$ 20,697	\$ 21,311	\$ 21,924	\$ 22,535	\$ 23,152
4	\$ 21,184	\$ 21,806	\$ 22,431	\$ 23,053	\$ 23,679
5	\$ 22,047	\$ 22,696	\$ 23,345	\$ 23,998	\$ 24,645
6	\$ 22,412	\$ 23,074	\$ 23,735	\$ 24,394	\$ 25,058
7	\$ 24,462	\$ 25,187	\$ 25,909	\$ 26,631	\$ 27,355
8*	\$ 27,733	\$ 28,520	\$ 29,308	\$ 30,093	\$ 30,878
9**	\$ 29,958	\$ 30,790	\$ 31,622	\$ 32,457	\$ 33,289
10***	\$ 31,554	\$ 32,388	\$ 33,218	\$ 34,052	\$ 34,884
11****	\$ 33,150	\$ 33,983	\$ 34,815	\$ 35,649	\$ 36,481
12*****	\$ 34,746	\$ 35,578	\$ 36,410	\$ 37,244	\$ 38,076

Health Paraprofessional Salary Schedule - School Year 2015-16 End of Year					
Step	Base Salary	30 Credits	60 Credits	90 Credits	120 Credits
1	\$ 22,204	\$ 22,797	\$ 23,390	\$ 23,981	\$ 24,572
2	\$ 22,561	\$ 23,164	\$ 23,766	\$ 24,369	\$ 24,972
3	\$ 22,918	\$ 23,532	\$ 24,145	\$ 24,758	\$ 25,372
4	\$ 23,404	\$ 24,027	\$ 24,652	\$ 25,274	\$ 25,900
5	\$ 24,269	\$ 24,919	\$ 25,567	\$ 26,218	\$ 26,867
6	\$ 24,634	\$ 25,295	\$ 25,956	\$ 26,617	\$ 27,279
7	\$ 26,683	\$ 27,408	\$ 28,129	\$ 28,852	\$ 29,576
8*	\$ 29,954	\$ 30,742	\$ 31,528	\$ 32,314	\$ 33,099
9**	\$ 32,179	\$ 33,012	\$ 33,843	\$ 34,678	\$ 35,511
10***	\$ 33,774	\$ 34,607	\$ 35,439	\$ 36,273	\$ 37,105
11****	\$ 35,370	\$ 36,203	\$ 37,035	\$ 37,869	\$ 38,701
12*****	\$ 36,966	\$ 37,799	\$ 38,631	\$ 39,465	\$ 40,297

EDBD & PDD ParaProf Salary Schedule - School Year 2015-16 End of Year					
Step	Base Salary	30 Credits	60 Credits	90 Credits	120 Credits
1	\$ 21,253	\$ 21,846	\$ 22,437	\$ 23,028	\$ 23,621
2	\$ 21,610	\$ 22,212	\$ 22,815	\$ 23,418	\$ 24,021
3	\$ 21,965	\$ 22,580	\$ 23,193	\$ 23,805	\$ 24,421
4	\$ 22,452	\$ 23,075	\$ 23,701	\$ 24,323	\$ 24,949
5	\$ 23,316	\$ 23,966	\$ 24,615	\$ 25,266	\$ 25,916
6	\$ 23,682	\$ 24,344	\$ 25,004	\$ 25,664	\$ 26,327
7	\$ 25,732	\$ 26,457	\$ 27,177	\$ 27,901	\$ 28,623
8*	\$ 29,001	\$ 29,789	\$ 30,576	\$ 31,361	\$ 32,147
9**	\$ 31,228	\$ 32,059	\$ 32,892	\$ 33,726	\$ 34,558
10***	\$ 32,824	\$ 33,656	\$ 34,489	\$ 35,323	\$ 36,156
11****	\$ 34,419	\$ 35,251	\$ 36,084	\$ 36,918	\$ 37,749
12*****	\$ 36,016	\$ 36,848	\$ 37,681	\$ 38,515	\$ 39,347

* 10 Years of Service	** 15 Years of Service	*** 20 Years of Service	
**** 25 Years of Service	***** 30 Years of Service		

PREAMBLE

This Agreement is negotiated under the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts between the Lowell School Committee, hereinafter referred to as the Committee, and the United Teachers of Lowell, Paraprofessional Unit, hereinafter referred to as the Union.

ARTICLE I  
Recognition

Pursuant to certification issued as of April 28, 1987 by the Massachusetts Labor Relations Commission in Case # MCR-3683, and as recognized by the Committee for the purpose of collective bargaining with respect to rates of pay, hours and weeks of employment and other conditions of employment, the Committee recognizes the Union as the exclusive collective bargaining representative of all full-time and regular part-time paraprofessionals, excluding library aides and all other school personnel.

ARTICLE II  
Duration

This Agreement made and entered into this 15th day of March, 2016 between the Committee and the Union covers the period commencing July 1, 2014 through June 30, 2016. Negotiations for the successor agreement shall commence on January 2, 2016.

ARTICLE III  
Discrimination

It is agreed that neither party to this Agreement shall discriminate against any employee on the basis of race, color, sex, age or whether or not the employee is or is not a Union member.

ARTICLE IV  
No Strike Clause

No employee covered by this Agreement shall engage in, induce, encourage or condone any strike, work stoppage, slowdown or withholding of services. The Union agrees that neither it nor any of its officers will engage in any of the foregoing action.

The employer agrees that in consideration of the preceding paragraph that they (employer) will not engage in any lockout action against these employees.

ARTICLE V  
Seniority

1. Seniority is defined as the length of continuous service within the bargaining unit.
2. All layoffs within the unit shall be by reverse order of seniority. A list of all laid-off paraprofessionals with dates of hire shall be sent to the Union.

#### SIDELETTERS OF AGREEMENT

1. The Lowell School Committee and the United Teachers of Lowell, Local 495, AFT MA, AFT, AFL-CIO hereby agree to form a study committee to review and clarify all leave language. Any changes to contract language are subject to the normal negotiating and ratification process of the parties.
2. The Lowell School Committee and the United Teachers of Lowell, Local 495, AFT MA, AFT, AFL-CIO hereby agree to establish a study committee made up of representatives from the administration and the union to design an evaluation procedure and evaluation forms for paraprofessionals. The recommendations of the study committee are subject to the normal negotiating and ratification procedures of both parties.
3. The Committee and Union agree to establish a Joint Study Committee to review professional development and/or training programs for paraprofessionals. Professional development and/or training programs for paraprofessionals may be implemented in the 2<sup>nd</sup> year of the contract if an agreement is reached by June 30, 2013.

#### LITIGATION SIDELETTER AGREEMENT

The Union agrees not to challenge the offering of HMO and PPO plans to its members by the city in May, 2007 and further agrees to withdraw all contractual grievances and the unfair labor charges pending at the Massachusetts Labor Relations Committee.

SIGNATORY CLAUSE

In witness thereof, the parties to this agreement have caused these presents to be executed by themselves or their agents duly authorized on this 15th day of March, 2016.

LOWELL SCHOOL COMMITTEE

*[Signature]*  
*[Signature]*  
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*[Signature]*  
*[Signature]*  
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UNITED TEACHERS OF LOWELL

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