#### 2025-2028 Collective Bargaining Agreement - Unit E

The School Committee proposes that the parties move agreed upon language from any MOAs into the contract to simplify the document. The proposals below are in the order that they appear in the contract. Items in red are suggested deletions and items in blue are additions to the contract.

	Article/ Section	Article I - Recognition, Section A			
1.	Proposal	A. The Chicopee School Committee, hereinafter referred to as the "Committee" or the "Employer," recognizes the Chicopee Education Association (Unit E) / MTA / NEA, hereinafter referred to as the "Association" or the "Employees," as the exclusive representative of a Bargaining Unit, consisting of the Unit E members Paraprofessionals, Education/Job Coaches, Teacher Assistants, and Library Media Techs.			

	Article/ Section	Article IV Work Year and Work Day
2.	Proposal	<ul> <li>Move to Article IV Work Year and Work Day and re-number accordingly:         Appendix A </li> <li>C. A differential of seventy-five cents (\$.75) per hour will be paid to all paraprofessionals for the actual time engaged in bus or van monitoring. To receive such additional pay, an employee must be assigned to such work by the Director of Special Education and/or Director of Transportation and perform other work during the day as a paraprofessional. <ol> <li>Bus or van monitoring will be offered to employees based upon seniority except when the best interest of the student dictates otherwise, as determined by the Director of Special Education.</li> <li>Available positions will be offered to Special Education Paraprofessionals first.</li> <li>Bus ilding seniority will be a consideration for bus monitoring assignment.</li> <li>Bus monitoring positions may be shared.</li> <li>Only those bus monitors residing on the bus route or "near" the bus route, as determined by the Special Education Director and Transportation Manager, may be picked up at home or school.</li> <li>Employees in shared morning monitor will be picked up at the school.</li> </ol> </li> </ul>

7. An annual letter of interest for bus monitor positions must be submitted to the Director of Special Education by May 1st.
D. The parties agree that if a paraprofessional provides coverage for a teacher during instructional time, they will receive additional
compensation at the rate of eighteen dollars (\$18) per hour for the total minutes of coverage.
<ol> <li>Compensation will begin after 5 minutes of coverage per occurrence.</li> </ol>
2. The paraprofessional will utilize the Paraprofessional Coverage Tracking Form to record their coverage time and submit the form to the payroll clerk.
E. Paraprofessionals who are bilingual - Where a bilingual paraprofessional is directed to stop their assigned duties in order to provide
interpreting or translation services to enable District personnel to effectively communicate with a student's parent(s) or guardian(s) who
speak different languages, the paraprofessional will be paid ten dollars (\$10), in addition to their regular compensation, for each such
interpretation or translation occurrence.
1. The \$10 amount will apply to any interpretation or translation occurrence that lasts no more than one (1) hour.
2. Where the occurrence exceeds one (1) hour in duration, the \$10 amount will start over and the paraprofessional will be paid
\$15. (Example: A bilingual employee is directed to translate for the School and parent during the school day. This translation
lasts more than 1 hour. The employee is paid \$15 for this occurrence. Had the translation lasted an hour or less, the employee
would have been paid \$10.)
3. Records documenting the length of each occurrence will be maintained.

Article/ Section Article VIII - Evaluation, Section A, Paragraph 1		Article VIII - Evaluation, Section A, Paragraph 1
3.	Proposal	1. Unit E members will be evaluated yearly by their teachers building administration, which may include any member of Unit B and/or the principal of the building. The principal will also sign the evaluation.

	Article/ Section	Article X - Sick Leave, Section B, Paragraph 1 and 2
4.	Proposal	<ul> <li>B. Unit E members will be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day.</li> <li>1. Notwithstanding the above, Unit E members, during their first year of employment, shall earn sick time at the rate of one and one half (1 ½) days per month of employment. A Unit E member new to the system who commences employment during the school year shall be entitled to sick leave on a pro-rated basis only. Any Unit E member who terminates employment during the first year of employment shall reimburse the School Committee for all sick leave benefits taken in excess of one and one (1½) days per month of employment.</li> </ul>

	Article/ Section	Article X - Sick Leave, Section C, Paragraph 1
5.	Proposal	C. If a Unit E member uses five (5) or more consecutive / cumulative days of sick leave, the Superintendent, or designee, may require from said member a certificate of disability / doctor's note signed by their physician.  2. If a member uses less than five (5) consecutive days of sick leave, the Superintendent, or designee, may require such a certificate of disability doctor's note only if they have reasonable grounds to believe that sick leave is being abused or is
		excessive.

	Article/ Section	Article XI - Temporary Leaves, Section A, Paragraph 5 a and b
6.		a. Up to three (3) days when such absence is occasioned by the death of a sister-in-law, daughter-in-law, son-in-law, brother-in-law, uncle aunt, nephew, niece, grandfather, grandmother or grandchild whose place of residence is elsewhere
	Proposal	

	than in the home of the administrator. Bereavement days do not have to be used consecutively but must be used within the current school year.
b.	Up to five (5) days when such absence is occasioned by the death of relatives residing in the household of or with the administrator, or when such absence is occasioned by the death of a father, mother, son, daughter, sister, brother, father-in-law, mother-in-law or grandchild whose residence was elsewhere than in the home of the administrator. Bereavement days do not have to be used consecutively but must be used within the current school year.

	Article/ Section	Article XII - Extended Leaves, Section H and K
7.	Proposal	<ul> <li>H. Other leaves of absence without pay may be granted by the committee.</li> <li>K. Leave for one (1) year to explore career alternatives may be granted by the committee upon application.</li> <li>1. An employee on such leave will not accrue seniority or other benefits and will pay 100% of the cost of Group Health Insurance Coverage while on leave, if such employee desires to continue in group plan.</li> <li>2. An employee who returns from such leave will return with the benefits that the employee had at the time they began leave.</li> </ul>

Article/ Section Article XIII - General Provisions, Section A, Paragraph 1		Article XIII - General Provisions, Section A, Paragraph 1
8.	Proposal	1. The School Committee reserves the right to have the (10) days posting requirement waived to fill vacancies before the start of the school year. This period will run from August 1st through September 15th. The Superintendent will inform the Union when this provision is invoked.

	Article/ Section	Article XIII - General Provisions, Sections G, J and K
9.	Proposal	New Article XX - Transfer  A. Request for Transfer - A Unit E employee may request a transfer by sending a letter to the Superintendent or their designee. The Superintendent or their designee will respond in writing to the employee that the request for transfer was received. The Superintendent or their designee will not respond to requests after March 1st.
		<ul> <li>B. Involuntary Transfers</li> <li>1. If an involuntary transfer from one school to another is necessary, the least senior Unit E member within a specific job group (ex. Library Media Tech, Job Coach, Teacher Assistant, Paraprofessional) may be transferred unless in a relationship to the specific skill set and training, the transfer would not be in the best interest of the educational process as determined within the sole and absolute discretion of the Superintendent.</li> <li>2. Employees who are involuntarily transferred will be notified in writing of the reason(s) for transfer.</li> <li>C. When a Unit E member seeks to transfer to another school to be with a student whom the member was previously assigned, such transfer will not be subject to the posting requirements of this Article.</li> </ul>

	Article/ Section	Article XIII , Section A, F, H
10.		Move to and re-title Article XIV - Reduction in Force and Vacancies
	Proposal	A. All open positions which are not filled in accordance with the Reduction in Force language of Article XIV will be posted for ten (10) days electronically and in places where Unit E members will see such posting before the Committee fills the position.

	<ol> <li>All permanent vacancies shall be posted for a ten (10) day period prior to their being filled, however, permanent vacancies created after September 1st in any school year may not be posted, at the discretion of the School Committee, until the start of the next school year.</li> </ol>
	<ol> <li>The School Committee reserves the right to fill such vacancies on a temporary basis for the remainder of the school year.</li> <li>Temporary appointments will be filled by substitutes. It is understood by the parties to the Agreement that substitutes are excluded from all of the provisions of this Collective Bargaining Agreement.</li> <li>Current employees shall receive first consideration among the entire pool of applicants for available positions.</li> <li>Administration may post available positions in Central Office from July 1st - August 1st. Copies of such postings shall be forwarded to</li> </ol>
	the CEA President and Unit E Coordinator.

	Article/ Section	Article XIII - General Provisions, Sections G, J and K
11.	Proposal	New Article Transfers  A. Request for Transfer - A Unit E employee may request a transfer by sending a letter to the Superintendent or their designee. The Superintendent or their designee will respond in writing to the employee that the request for transfer was received. The Superintendent or their designee will not respond to requests after March 1st.
		<ul> <li>B. Involuntary Transfers</li> <li>3. If an involuntary transfer from one school to another is necessary, the least senior Unit E member within a specific job group (ex. Library Media Tech, Job Coach, Teacher Assistant, Paraprofessional) may be transferred unless in a relationship to the specific skill set and training, the transfer would not be in the best interest of the educational process as determined within the sole and absolute discretion of the Superintendent.</li> <li>4. Employees who are involuntarily transferred will be notified in writing of the reason(s) for transfer.</li> <li>C. When a Unit E member seeks to transfer to another school to be with a student whom the member was previously assigned, such transfer will not be subject to the posting requirements of this Article.</li> </ul>

	Article/ Section	Appendix A, Section 5, Paragraph b. & Section 6, Paragraph b
12.	Proposal	Create new Article Salary:  A. Unit E members normally assigned diaper changing duties during the school year will be compensated seven hundred fifty dollars (\$750).  1. In order for a Unit E member to receive a diapering stipend they must change diapers and/or pull-ups on a regular basis.  The Principal and the Special Education Director will determine which Unit E employees qualify for the stipend.  2. The stipend will be paid quarterly four (4) times a year based on the number of days the Unit E member performed this task during each of the following time periods: first day of school until November 15th, November 16th to February 15th, February 16th to April 15th, and April 16th to and June 15th to the last day of school. Payments will be made within two pay periods after the close of each of these time periods.  3. Unit E employees that are substitutes, not regularly scheduled, may not get a stipend. Unit E members assigned diaper changing duties during summer school will be paid a lump sum of one hundred dollars (\$100) as part of the last payroll period in August.
		<ul> <li>B. The stipend for Severe Special Needs Paraprofessionals shall be eight hundred fifty dollars (\$850).</li> <li>1. In order for a Unit E member to receive a Severe Needs stipend they must work in a severe needs classroom described as a substantially separate classroom for ASD, Social Emotional, and severe cognitive impairment. The Principal and Special Education Director will determine which Unit E employees qualify for the stipend. <ul> <li>a. Mild/Moderate and Transitional Program Unit E members do not qualify for such a stipend</li> </ul> </li> <li>2. The stipend will be paid quarterly four (4) times a year based on the number of days the Unit E member performed this task during each of the following time periods: first day of school until November 15th, November 16th to February 15th, February 16th to April 15th, and April 16th to and June 15th to the last day of school. Payments will be made within two pay periods after the close of each of these time periods.</li> </ul>

	3. Unit E employees that are substitutes, not regularly scheduled, may not get a stipend. The stipend for Severe Special Needs
	Paraprofessionals working summer school shall be a lump sum of one hundred dollars (\$100) paid as part of the last payroll
	period in August.

12	Article/ Section	Appendix A, Section B, 1b
13.	Proposal	<ul> <li>b. Step Advancement</li> <li>i. Each paraprofessional will advance one step on the scale at the beginning of the school year of each September 15th provided at least ninety (90) days of actual satisfactory work has been performed during the prior school year.</li> </ul>

	Article/ Section	Appendix A, Section B and Article XIII, Sec. D
		New Article Salary, Sections. C - G
14.		C. Step Placement and Advancement
	Proposal	1. Step Placement
		<ul> <li>a. District Administration may place a newly hired Unit E member at the step commensurate with documented prior experience as a paraprofessional in a school or other educational setting.</li> </ul>
		<ul> <li>b. Paraprofessionals with prior work experience in the Chicopee Public Schools will be placed on the step reflecting their actual related work experience for the School Department.</li> </ul>
		c. Said experience will be evaluated by crediting a full step for each year in which ninety (90) or more days were actually worked.
		2. Step Advancement
		<ul> <li>Each paraprofessional will advance one step on the scale each September 15th provided at least ninety (90) days of actual satisfactory work has been performed during the prior school year.</li> </ul>

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- D. Unit E members, upon ratification of this agreement, will be given a one-time irreversible choice to switch from twenty-one (21) to twenty-six (26) paychecks (21 regular paychecks with a balloon payment for paychecks 22-26).
  - 1. All new members of Unit E will be required to be on twenty-six (26) paychecks (21 regular paychecks with a balloon payment for checks 22-26).
  - 2. Employees in their first year of employment will be paid for time worked as it is earned and will not be eligible for an annualized payment.
  - 3. Direct Deposit of payroll shall be mandatory for all employees.
- E. Column Movement In order to be eligible for column movement beyond Column 1, the Unit E member must provide necessary documentation to the Superintendent of Schools or their designee, who shall determine the adequacy of the documentation and that the member has met the following criteria:
  - 1. The Unit E member is enrolled in an accredited post-secondary degree program; and,
  - 2. The Unit E member has received advance approval for enrollment in the program from the Superintendent or their designee.
  - 3. Column movement may occur on September 1st or February 15th.
  - 4. A Unit E member who attains sufficient credits for movement from one column to another shall so inform and provide the documentation referenced above to the Superintendent or their designee prior to August 15th for September 1st movement or prior to February 15th for February 15th movement.
- F. A once-annual longevity payment will be paid to each Unit E member at the end of each school year, but will be earned on their anniversary date of employment.
  - 1. Longevity payments will be paid to members who work fifty percent (50%) of a scheduled work day or more and work at least four (4) hours per day.
  - 2. Payments will be made on the following basis:

10 years = \$500

15 years = \$700

20 years = \$1000

25 years = \$1200

30 years = \$1400

	G. Compensation for Summer School Paraprofessionals will be Column I, Step I of the Elementary Wage Scale for that contract year.
	H. Unit E members whose employment is anticipated to be for the whole school year will be paid in bi-weekly payments.

	Article/ Section	Appendix A, Section B, Paragraph 8
15.	Proposal	8. Compensation for Summer School time outside of a Paraprofessional's regular hours (contractually required hours and days) will be paid Column I, Step I of the Elementary Wage Scale for that contract year at an extra duty rate of twenty dollars (\$20) per hour. This includes but is not limited to summer school and supervision of students before or after the regular work day. This excludes payment for Bus Monitoring and providing interpretation and translation services which is addressed by other provisions.

	Article/ Section	New Article - Article XVIII Library Media Technicians
16.	Proposal	Library Media Techs shall be placed on the salary scale commensurate with their education, years of experience, and grade level.  a. Library Media Techs shall not be assigned to working with students more than thirty percent (30%) of their time.  b. Library Media Technicians shall work one hundred eighty-five (185) days. One hundred eighty (180) days shall be student contact days and one (1) day shall be scheduled before the student year for Library Media Technician preparation.  c. Library Media Technicians working in a classroom without an assigned teacher shall receive a five hundred dollar (\$500) differential for the duration of this assignment.

17.	Article/ Section	Work Year and Work Day
	Proposal	Discussion to change the Work Year and Work Day of Unit E.

	Article/ Section	Article , Section , Paragraph
	Proposal	