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**AGREEMENT BETWEEN  
THE MALDEN SCHOOL COMMITTEE  
AND  
MALDEN EDUCATION ASSOCIATION  
FOR  
EDUCATION SUPPORT PROFESSIONALS  
(UNIT C)**

**September 1, 2022 – August 31, 2024**

**UNIT C CONTRACT**

The Malden Education Association and the Malden School Committee agree that the Agreement between the parties covering the Malden Education Support Professionals shall continue in full force and effect through August 31, 2025.

**ARTICLE 1: RECOGNITION**

- 1.01 The Malden School Committee (Committee) recognizes the Malden Education Association (Association) as the exclusive bargaining agent of a unit consisting of educational support personnel referred to as education support professionals (ESPs). Any reference to male employees shall include female employees.

**ARTICLE 2: NEGOTIATION PROCEDURE**

- 2.01 Not later than September 15 of the calendar year preceding the calendar year in which this Agreement expires, the Committee and the Association agree to enter into negotiations concerning a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning education support professionals' wages, hours, and other conditions of their employment. Such negotiations will include, but not be limited to the items listed in the table of contents of this Agreement.
- 2.02 As to those matters, if any, not covered by this Agreement, the preexisting rules, regulations or policy of the Committee, if any, shall control. Before the Committee adopts a change in rules, regulations or policy which affects wages, hours or any other condition of employment and which is not covered by the terms of this Agreement, the Committee will notify the Association, in writing, that it is considering such a change. The Association will have the right to negotiate with the Committee provided that it files such a request with the Committee within five (5) days after receipt of said notice. Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.

**ARTICLE 3: GRIEVANCE PROCEDURE**

3.01 DEFINITIONS

- 3.01.02 A "grievance" is a claim that a party hereto has violated or failed to observe a specific term or provision of this Agreement; or a dispute as to the meaning, interpretation, or application of any specific provision of this Agreement.

- 3.01.02 3A “claimant” is the person(s) making the claim, the Association, or the Committee.
- 3.01.03 A “party of interest” is the Committee, the Association, a person(s) making the claim, any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.
- 3.01.04 The “immediate supervisor” is the lowest level administrative official with the power to resolve the grievance.
- 3.01.05 Day shall mean school day unless otherwise stated.
- 3.02 PURPOSE
- 3.02.01 The grievance procedure set herein set forth is not intended by the parties to establish a procedure to alter the responsibilities, rights, or duties of either the Association or the Committee or any individual education support professional or the procedures to assert such rights and responsibilities as established by the laws of the Commonwealth.
- 3.02.02 The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions which may from time to time constitute grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 3.03 PROCEDURE
- 3.03.01 Since it is as important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process.
- 3.03.02 If, in the judgment of the Association, a grievance(s) affects a group of or class of education support professionals the Association may submit such grievance(s) in writing to the Superintendent directly and the processing of such grievance(s) will commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the claimant does not wish to do so.
- 3.03.03 Either party to a grievance at Level Three or Level Four may elect to have a stenographic record kept provided written notice that a stenographer will be present is sent by registered mail at least three days prior to the date of the hearing. These records shall be official records of the hearing and shall be made available to both parties. The cost of such records shall be paid by the party requesting same unless both parties agree to share the cost equally.
- 3.03.04 Records of grievances and/or the results will not be placed in the personnel file of the aggrieved party, the claimant of any other party of interest unless so requested by the party to be placed in his/her file.
- 3.03.05 Level One

- a. Claimant may initiate this procedure by discussing it with his/her principal or immediate supervisor, either directly or through the Association representative, at the education support professional's option, with the object of resolving the matter informally.
- b. In the event that an informal conference under (a) does not resolve the matter, or one of the parties to the grievance does not wish to use that procedure, the claimant may file a formal grievance in writing with the principal or immediate supervisor below the Superintendent.
- c. Within five (5) days of the filing of a formal grievance under Paragraph 3.03.05b hereinabove, a meeting shall take place between the principal/immediate supervisor, the claimant, and the Association representative and an answer to the grievance shall be given in writing no later than five (5) days after said meeting.

3.03.06 Level Two

- a. If the claimant is not satisfied with the disposition of the grievance at Level One, or no written decision is received within five (5) days after the Level One meeting, the claimant may within five (5) days submit the grievance in writing to the Superintendent.
- b. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the claimant and the Association representative in an effort to resolve it. The Superintendent shall render his resolution in writing within five (5) days of the meeting.

3.03.07 Level Three

- a. If the Association is not satisfied with the resolution at Level 2, or no decision has been rendered within five days of the Level 2 meeting, then the claimant may, within ten (10) days submit the claim to binding arbitration to the American Arbitration Association. The School Committee shall be notified of any grievance submitted to arbitration by the Association. The parties will be bound to rules and procedures of the American Arbitration Association, subject only to the provision of Section b hereof.

3.04 RIGHTS OF THE PARTIES

- 3.04.01 No reprisals of any kind will be taken by the Committee, the Association or any party of interest against any participant in this process by reason of such participation.
- 3.04.02 All negotiation or grievance meetings shall be held after regular school hours, whenever possible. When it is necessary, pursuant to Article III (Grievance Procedure) for a School Representative, a member of the PR&R Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she will, upon

notice to his/her principal or immediate supervisor and to the Superintendent of Schools by the Chair of the PR&R Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any education support professional whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.

- 3.04.03 The Committee and the Association will, upon request, provide each other with any documents which will assist them in developing intelligent, accurate, informed and constructive programs on behalf of the education support professionals, and their students, together with any other available information, which may be necessary to process or to avoid the institution of grievances under this Agreement.
- 3.04.04 Should a grievance not be filed within thirty (30) school days following an alleged grievance, or 30 days from the date the claimant reasonably should have known of the incident relating to the alleged grievance, the rights of any party to process the grievance shall be deemed waived. This provision shall not apply to grievance where the alleged grievance is of a recurrent nature.

#### **ARTICLE 4: SALARIES**

- 4.01 The salaries of all persons covered by this Agreement are set forth in Appendix A and are a part of this Article.
- 4.02 Effective September 1, 2014 all unit members will be enrolled in direct deposit and be paid to a bank designated by the member.

Effective at the same time as Unit A, all unit members will be paid bi-weekly. Bargaining unit members may elect to receive their salary in twenty-six (26) or twenty-one (21) equal payments.

An individual must elect in writing, his/her salary option for a particular contract year by August 1 prior to the commencement of the contract year in which the election is to be effective. Said election shall remain in effect for that contract year, and shall continue from contract year to contract year unless a member submits a different written option prior to August 1 for the next contract year.

- 4.03 A unit member who is absent from work and is to be docked a day's pay shall lose 1/181 of the yearly salary for each day not worked. Effective with the start of the 2023-2024 school year, a unit member who is absent from work and is to be docked a day's pay shall lose 1/182 of the yearly salary for each day not worked.
- 4.04 Bargaining unit members who have served in the Malden Public School System shall be eligible for salary increments after years of service in accordance with the following criteria:
  - a. The 10th, 15th and 20th year must be completed before the respective increments are granted.
  - b. A unit member must work 91 days during the applicable year to receive credit for that year for the purposes of longevity. Time spent on paid leaves of absence counts toward the 91

days. Time spent on unpaid leaves of absence does not count except as explained in c.

- c. A unit member shall receive service credit for up to one year only for time spent on unpaid leave(s) of absence(s).
- d. Increments shall be granted only at the beginning of a school year and shall be based on the following schedule for the 2022-2023 school year.

10 <sup>th</sup> year completed	\$850
15 <sup>th</sup> year completed	\$1000
20 <sup>th</sup> year completed	\$1200

4.05 Bargaining unit members shall receive compensation for in-service credit as follows:

Level	SY 22-23	SY 23-24	SY 24-25
10 Credits	\$1000	\$1400	\$2000
20 Credits	\$1200	\$1600	\$2200
30 Credits	\$1400	\$1800	\$2400
40 Credits	\$1600	\$2000	\$2600

4.06 The parties acknowledge a one-time cash payment in the amount of \$1000 was made during the 2019-2020 school year to any Unit C employment who was on the payroll as of November 1, 2020, and who was still on the payroll as of the day the 2019-2020 memorandum of agreement was signed.

4.07 Retroactive to September 1, 2021, Step 1 was deleted from the 2020-2021 Appendix A salary scale and remaining steps renumbered. All employees on the deleted Step 1 were moved to the new Step 1 (formerly Step 2).

4.08 Retroactive to September 1, 2022, Step 1 shall be deleted from the 2021-2022 Appendix A salary scale and all Unit C members shall be placed on the salary scale below according to their experience and education. All employees on the deleted Step 1 will be moved to the new Step 1 (formerly Step 2).

2022-23 Scale										
(Based on 6-Hour Day, 181 Days)										
Step	Class I/HQ/Para Pro or 48 Credits	Hrly Rate	Class II/Associates Degree	Hrly Rate	Class III/Bachelors Degree	Hrly Rate	Class IV/Bachelors Degree + Teaching License	Hrly Rate	Class V/Master's Degree	Hrly Rate
1	\$ 30,000.00	\$ 27.62	\$ 31,000.00	\$ 28.55	\$ 32,000.00	\$ 29.47	\$ 33,000.00	\$ 30.39	\$ 34,000.00	\$ 31.31
2	\$ 30,600.00	\$ 28.18	\$ 31,600.00	\$ 29.10	\$ 32,600.00	\$ 30.02	\$ 33,600.00	\$ 30.94	\$ 34,600.00	\$ 31.86
3	\$ 31,200.00	\$ 28.73	\$ 32,200.00	\$ 29.65	\$ 33,200.00	\$ 30.57	\$ 34,200.00	\$ 31.49	\$ 35,200.00	\$ 32.41
4	\$ 31,800.00	\$ 29.28	\$ 32,800.00	\$ 30.20	\$ 33,800.00	\$ 31.12	\$ 34,800.00	\$ 32.04	\$ 35,800.00	\$ 32.97
5	\$ 32,400.00	\$ 29.83	\$ 33,400.00	\$ 30.76	\$ 34,400.00	\$ 31.68	\$ 35,400.00	\$ 32.60	\$ 36,400.00	\$ 33.52
6	\$ 33,000.00	\$ 30.39	\$ 34,000.00	\$ 31.31	\$ 35,000.00	\$ 32.23	\$ 36,000.00	\$ 33.15	\$ 37,000.00	\$ 34.07
7	\$ 33,600.00	\$ 30.94	\$ 34,600.00	\$ 31.86	\$ 35,600.00	\$ 32.78	\$ 36,600.00	\$ 33.70	\$ 37,600.00	\$ 34.62
8	\$ 34,200.00	\$ 31.49	\$ 35,200.00	\$ 32.41	\$ 36,200.00	\$ 33.33	\$ 37,200.00	\$ 34.25	\$ 38,200.00	\$ 35.17
9	\$ 34,800.00	\$ 32.04	\$ 35,800.00	\$ 32.97	\$ 36,800.00	\$ 33.89	\$ 37,800.00	\$ 34.81	\$ 38,800.00	\$ 35.73

4.08.01 Each Registered Behavior Technician (RBT), Licensed Nurse Practitioner (LPN), and Certified Occupational Therapist Assistant (COTA) will be placed on step 9 of the salary scale in the lane that aligns with their education.

- 4.09 Effective September 1, 2023, all cells in the Appendix A salary scale will receive a 2.5% Cost of Living Adjustment
- 4.10 Effective September 1, 2024, all cells in the Appendix A salary scale will receive a 2.5% Cost of Living Adjustment

**ARTICLE 5: HOURS AND WORK YEAR**

- 5.01 The workday for unit members is as follows:
  - High School 7:30 – 2:45
  - Middle School 7:45 – 2:45
  - Elementary 8:15 – 2:45
- 5.02 Members will be compensated pro rata for work required beyond these times.
- 5.03 The work year for unit members shall be 181 days. Effective with the start of the 2023-24 school year, the work year for unit members shall be 182 days.
- 5.04 Unit members shall be allowed to leave at the end of the student day on Friday or on the day immediately preceding a vacation period.
- 5.05 Effective with the start of the 2023-24 school year, education support professionals will have a duty-free lunch period of thirty (30) minutes every day. Lunch periods can be scheduled by the building administrator between 10:45 A.M. and 1:15 P.M. Upon ratification of this agreement, the Administration will make every effort to comply with the requirements of this section during the 2022-23 school year.
- 5.06 Each unit member shall have a 15-minute break each day.
- 5.07 Education support professionals serving as substitutes at the Middle and High Schools shall have a student ratio of one ESP for each 75 students. If only one ESP is initially assigned the ratio shall be 50 to one.
- 5.08 Any time an education support professional is assigned to substitute for a teacher s/he shall be paid an additional \$20.00 per hour.
- 5.09 In the event that a teacher is absent in a classroom that has education support professionals assigned to the classroom as their regular workday assignment, the ESP will be assigned as a substitute for the teacher. In the event of a long-term substitute assignment, if the ESP assigned to the classroom possess an educator license for the appropriate grade level and/or subject, the ESP will be the long-term substitute for the class.

**ARTICLE 6: EMPLOYMENT**

- 6.01 Should the Committee decide to reduce the number of people in the bargaining unit, the following definitions and procedures shall apply.
  - 6.01.01 Definitions:

Seniority: Length of continuous service in the bargaining unit measured from the first day worked. Unpaid leaves shall not count toward seniority but shall not be considered a break in continuous service. Ties will be broken in a one-time lottery to establish a list.

Recall: The period of time during which a bargaining unit member laid off pursuant to this article has first refusal of available vacancies in the unit.

6.01.02 Procedure:

1. First, volunteers for layoff shall be sought.
2. If a further need for layoffs continues, then the least senior member of the unit shall be laid off first and layoffs shall continue in the reverse order of seniority.
3. A person laid off shall have recall rights for a period of two (2) years from the effective date of the lay-off. An education support professional who refuses a recall assignment shall have the right to have one other job offer pursuant to this recall provision.

A laid-off employee will have one week from the post marked date of written notice to contact the Superintendent and/or his/her designee to verbally accept the offered position. Said employee must then follow-up in writing with his/her intention to accept the position. Such letter shall be received within two (2) weeks of the post marked date of the original notice.

4. During the recall period, the laid off employee shall be eligible to continue in the group health and life insurance plans provided the unit member pays the full premium.
5. The order of recall shall be the reverse order of lay-off. The last person laid off shall be the first recalled.
6. If an education support professional bumps into a position in which a certification is required (i.e., pre-kindergarten and kindergarten aide) the ESP has to make significant progress within one year at their own expense to acquire the appropriate certification. If significant progress is not made the ESP will be laid off at the end of that school year.

6.02 The daily assignment for an education support professional cannot be changed except in cases of emergency. When an emergency situation exists that necessitates a reassignment, the principal shall issue a written statement for the change filed at the Superintendent's Office with a copy to the Association. ESPs assigned to classrooms are not to be reassigned to do clerical work.

6.03 A unit member shall be eligible for a one-year leave of absence, without pay, and the School Committee will make every effort to return the education support professional to the same position he/she held prior to the leave. Leave shall include leave of absence for up to one year for the purpose of childbearing. This shall apply to both natural and adopted parents.



## **ARTICLE 7: VACANCIES AND TRANSFERS**

- 7.01 All vacancies shall be posted at least ten (10) days before they are to be filled. The posting shall include the duties, job location and deadline for application. Bargaining unit members shall receive an interview by the Principal. The Principal in his/her sole discretion will be allowed to fill the position from any applicant.
- 7.02 Nothing contained herein shall limit the right of a principal to reassign bargaining unit members within the principal's jurisdiction or limit the authority of the principal to hire or dismiss personnel assigned to the building as provided in the Massachusetts General Laws.
- 7.03 Nothing contained herein shall be interpreted to require the Committee to fill any particular position. The Committee may, at its discretion choose to fill a vacancy or to delete a position as it deems appropriate.

## **ARTICLE 8: EVALUATION**

- 8.01 Evaluations of employees will be conducted in accordance with the following procedures:
1. All monitoring or observation of the work performance of an employee conducted openly and with the full knowledge of the employee.
  2. The employee shall have the right to identify any constraints which the employee believes may inhibit his/her ability to meet the evaluation criteria.
  3. The employee will be observed and a written report prepared at least once every two (2) years. No employee will be observed prior to October 1st. The written evaluation shall be completed by June 1.
  4. Before an observation, the evaluator will inform the employee about the evaluation procedure, including the criteria contained in the evaluation form.
  5. The written evaluation report shall be provided to the employee within five (5) school days of the observation. The evaluation report shall be signed by the supervisor and the employee with the express understanding that the employee's signature in no way indicates agreement with the contents thereof.
  6. The evaluator shall meet with the employee to explain and discuss the evaluation within five (5) school days of the date the evaluation report is provided to the employee.
  7. The employee may respond to the evaluation report and such response will be attached to the evaluation report and placed in the employee's personnel file.
  8. The evaluator shall be trained in general principles of supervision, observation and evaluation.
- 8.02 Any complaints about a unit member will be promptly called to the unit member's attention unless deemed to be without merit or foundation by the member of the school department receiving the complaint.

- 8.03 During the first year of employment with the School Department, a member of this unit shall be considered a probationary employee and employment may be terminated at the discretion of the employer at any time during such period. Thereafter, no unit member will be disciplined, reprimanded or reduced in rank or compensation without just cause.
- 8.04 No material dealing with an education support professional's conduct, service, character or personality will be placed in her/his personnel file unless the ESP has had an opportunity to review such material.

#### **ARTICLE 9: BENEFITS**

- 9.01 Each bargaining unit member shall be eligible to participate in all insurance programs offered to the employees of the City of Malden.
- 9.02 Each bargaining unit member shall have fifteen (15) paid sick days available each year with accumulation without limit. Sick leave is for personal illness, however up to thirty (30) days of sick leave may be used for the illness of a family member of an education support professional's household or immediate family member. With the approval of the Superintendent up to five (5) days of sick leave may be used for illness of a significant friend residing outside of a ESP household.
- 9.03 Each member of the bargaining unit shall have three (3) personal days available each year to conduct business which cannot be effectively conducted outside the normal workday. If a unit member does not use these personal days in the school year, the days will be credited to the unit member's sick leave account.
- 9.04 Employees in the bargaining unit shall be granted up to five days paid leave at any one time in the event of the death of the employee's family member, household member, non-traditional family member, or pregnancy loss. Employees shall suffer no loss in salary benefits, or other contractual or statutory advantages to which they are entitled, including seniority, on account of use of bereavement leave.
- 9.05 A bargaining unit member serving on jury duty shall receive the difference between the member's daily salary and the amount received while on the jury, excluding meals and travel expenses.
- 9.06 A unit member who has served for more than ten (10) years in the Malden School System shall be eligible to sell back unused sick days at the time of retirement. Should an employee die while a member of the bargaining unit, the employee's estate will receive compensation under this section as if the employee had retired. All unused sick leave shall be surrendered at the rate of \$10 per day.
- 9.07 The committee will print agreement in booklet form.
- 9.08 A seniority list stating the unit members' date of hire shall be published and updated no later than January 31 of any work year.
- 9.09 Education support professionals shall be covered by Workers Compensation pursuant to Massachusetts General Laws, chapter 152.

- 9.10 Parental Leave shall be granted to all bargaining unit members for pregnancy, childbirth, and/or bonding with a child during the first 12 months after birth, adoption, or placement.
1. The leave must commence upon receipt of the child or recover from child-bearing disability. The leave may commence at the start of the school year if receipt of the child or recover from child-bearing disability occurs during the summer break.
  2. If the child is received or born before December 31 of the work year, and the unit member has no accrued sick time, the unit member may have an unpaid leave until the first workday of the next school year.
  3. If the child is received or born after December 31 of the work year, and the unit member has no accrued sick time, the unit member may have an unpaid leave until the first work day of the next school year, or the first workday of the next subsequent work year as requested by the unit member.

Employees taking parental leave will be granted the following paid leave benefits prior to accessing any other paid leave benefits in the CBA:

- a. Up to 6 work weeks of paid Parental Leave, on consecutive work days, not from sick time.
- b. Up to an additional 6 paid work weeks may be taken, to be deducted from accumulated sick leave.
- c. If both parents are employees of the Malden Public Schools, both members will be entitled to the full leave.

The employee must be employed for a minimum of six (6) months to be eligible for this benefit.

#### **ARTICLE 10: FULLY/APPROPRIATELY STAFFED AND FUNDED SCHOOLS**

The Association and Committee mutually recognize that fully staffed and fully funded schools underpin the structure of all legal, contractual, and ethical mandates relevant to the working and learning conditions in the Malden Public Schools. Beginning in the 2022-23 school year, the Committee, in conjunction with the Association, will conduct an annual staffing needs analysis in order to determine staffing needs and action-oriented strategies to meet these needs, with the collaborative goal of meeting state minimum ratios and meeting current and future needs of all Malden Public Schools students. This process shall not be used to justify a reduction in force nor involuntary transfers, whenever possible.

- This process will be informed by:
  - State and federal regulations and laws;
  - Recommendations from relevant professional organizations (example: Massachusetts School Counselor Association, ASHA, AOTA, Massachusetts Art Education Association, NAME, etc.); and
  - Recommendations from current staff through collaborative planning and inquiry with the Association.
  - Possible deliverables from this analysis may include, but are not limited to:
    - Grants/funding opportunities identified with action plan
    - Class size or caseload changes
    - Community outreach for position recruiting

## **ARTICLE 11: HEALTH AND SAFETY**

- 11.01 The Committee and the Association are committed to proactively working to build an inclusive, positive working and learning climate that:
- Fosters student and staff health and development to each individual's fullest potential
  - Develops respectful human relations at all levels and among all ages
  - Works proactively to prevent conflict and violence in all forms

To that end, the District will adopt and enforce trauma-informed, equity-focused policies on the following:

- Non-Discrimination
- Anti-Harrassment
- Anti-Bullying

In the interest of ensuring all staff are able to confidently and competently carry out the policies listed above with fidelity, staff will be provided mandatory, compensated training. During the 2022-23 school year, Unit C members will have the option to voluntarily participate in this training at their regular rate of pay. Effective with the 2023-24 school year, this training will be mandatory.

- 11.02 The Committee and the Association are committed to creating and maintaining a working and learning environment that is physically safe. The District will ensure that the following are provided for unit members:

- A quick reference guide checklist poster/laminate sheet that outlines the building and specifics of "shelter-in-place" vs. "lockdown".
- A system for school staff to report broken locks on doors and windows in workspaces and estimates for a timely fix.
- Site specific training re: barricades for specific types of classroom doors (in particular, addressing adjoining doors that do not lock).
- Medical training such as basic first aid, including the use of a tourniquet.
- Basic first aid supplies for every classroom and workspace.

Malden Public Schools will conduct regular annual security reviews of every public school building and work space, to be completed prior to the start of each school year. The consultant to conduct said review shall be agreed upon by the Association and the Employer.

Malden Public Schools shall implement all recommendations within 60 days of the report or as soon as possible thereafter, or alternatively, to commence at the start of the subsequent school year.

The Association president and/or designee(s) shall be invited to join any building walk-throughs conducted for this purpose and be provided reasonable advanced notice.

The report shall be shared with the Association president and/or designee(s) as soon as it is available.

Every educator shall have a key or other means of accessing and locking all assigned workspaces.

Every classroom and/or workspace shall have a functioning telephone other than the employee's personal device.

Security procedures and protocols shall be made available to staff and students in the major languages of our school community and in a variety of media formats.

**ARTICLE 12: SICK LEAVE BANK**

There shall be a Sick leave Bank available to all members of the bargaining unit. The “bank” and membership in it shall be established in the following manner:

Each member of the bargaining unit will have one sick day deducted from the yearly allotment to initially implement the bank.

All bargaining unit members shall participate in and be eligible for bank benefits.

Should the bank fall below 100 days, each unit member will be assessed to contribute a sick day. If a member has no sick days that member will be assessed the day owed at the end of September the following year. Should the member leave the school system before repaying the day that member shall lose one day’s pay.

A newly hired education support professional will be assessed the sick day and be eligible for benefits after 30 days employment.

The Sick leave Bank Committee shall administer the bank consistent with the policies found in 18.02 of the Teachers’ Agreement.

**ARTICLE 13: DUES DEDUCTION**

13.01 The committee agreed to deduct from the salary of any employee who individually authorizes it, dues for the Malden Education Association, Massachusetts Teachers Association, and National Education Association. The deductions shall be made in accordance with Chapter 180 as amended by Chapter 113 of the Acts of 1973 as follows:

13.01.01 New members shall submit the following “Dues Authorization Card”.

DUES AUTHORIZATION CARD

Name \_\_\_\_\_

Address \_\_\_\_\_

I hereby request and authorize the Malden Public School Committee to deduct from my earnings and transmit to the Malden Education Association \_\_\_\_\_ dollars starting with the second paycheck of each succeeding month through April. I understand that the Committee will discontinue such deductions if I notify the committee in writing to do so not less than sixty (60) days before such desired discontinuance. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the school committee and all its officers from any liability therefore.

Dated: \_\_\_\_\_

Education support professional’s signature: \_\_\_\_\_

13.01.02 Continuing members shall not fill out a dues card but shall have their deductions continued from year to year in accordance with Chapter 180, section 17C which says:

Section 17C of Chapter 180 of the General Laws: Deductions on payroll schedules may be made from the salaries of a school teacher for the current dues of teacher associations, local, state or national, as authorized by such teacher in writing to the city, town, or district school committee by which he is employed. Any such authorization may be withdrawn by such teacher by giving at least sixty days notice in writing of such withdrawal to said school committee. The specific amount of current dues of each of said associations shall be certified to the school committee by the local association treasurer on or before September fifteenth of the school year.

13.02 The Association will certify to the committee in writing the rate and changes in the membership dues.

13.03 Deductions referred to in 11.01 will be made in a manner agreeable to the parties.

13.04 No later than December 30 of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues for the Association. The Committee will notify the Association monthly of any changes in said list. Deductions shall continue to be made and authorizations therefore shall remain in effect until (a) the termination of the Agreement between the Committee and the Association providing for such deductions; (b) written revocation of the authorization; (c) transfer of an education support professional out of the bargaining unit; or (d) knowledge by the Committee that the ESP is no longer a member of the Association.

#### **ARTICLE 14: CONTINUITY OF EMPLOYMENT**

14.01 In recognition of the provisions of Sections 178M and 178N of Chapter 763, Acts of 1965 of the General Court, the Association agrees that during the term of this Agreement, or any renewal or extension thereof, neither it nor any of its agents will engage in, incite, or participate, either directly or indirectly, in any strike, sit down, stay in, slow down, work stoppage, withholding of services, concerted unauthorized absences, or any other interference with assigned or expected work.

14.02 The Association further agrees that should any strike, sit down, stay in, slow down, work stoppage, withholding of services or any other interference occur, (regardless of the lack of Association connection with such activity) it shall put forward every effort, immediately to have such illegal activity terminated, including ordering the persons concerned to return to work.

14.03 Any individual who violates the provisions of this Article will be deemed by the parties to have resigned voluntarily.

14.04 It is agreed that in the event of an alleged breach of Sections 13.01 or 13.02 the Committee may seek its redress through the grievance procedure of this Agreement by filing an action in an appropriate court, or by exercise of any of its rights.

### **ARTICLE 15: PROFESSIONAL DEVELOPMENT**

- 15.01 Education support professionals shall be allowed with no loss of pay to attend workshops, seminars, conferences and other professional development sessions authorized or required in writing to attend by the Superintendent or his/her designee.
- 15.02 Education support professionals shall be entitled to one professional day to attend a seminar or workshop with the approval of the principal.
- 15.03 A committee composed of the Superintendent or his designee and three education support professionals chosen by the Association shall meet to discuss training programs for professional development days.
- 15.04 All educators in the Malden Public Schools shall have access to relevant and meaningful professional development opportunities in the District, as well as resources to access training outside of the District. All educators hired after the start of the school year will take part in on-boarding/training specific to their work assignment to set them up for success in educating the students in their classrooms/on their caseloads.
- 15.05 Beginning in the 2022-2023 school year, the School Committee shall fund an annual tuition reimbursement account of \$30,000. Upon the successful completion of a district approved course, a bargaining unit member will receive tuition reimbursement of \$500 within a school year. All courses taken for tuition reimbursement must be pre-approved by the Director of Human Resources. Tuition reimbursement is contingent upon a bargaining unit member clearly articulating in writing how the successful completion of the requested course will lead to improving the education of students in the Malden Public Schools. Applicant and reimbursement approval procedures will ensure that funds are distributed equitably and are available throughout the fiscal year. Successful completion of a course shall mean the satisfactory completion of a course with a grade of "C" or better from an accredited education institution, or a passing grade, if an alpha/numeric grade is not available.

### **ARTICLE 16: TECHNOLOGY**

- 16.01 The District shall provide all education support professionals with working Chromebooks and/or laptops, as well as the appropriate accessories to accompany them (chargers, headphones, protective cases, etc.). All Chromebooks and/or laptops and their accessories shall be maintained by the District and replaced on a schedule.
- 16.02 All education support professionals will be offered technology training by the District. Technology training shall be offered regularly, at different skill levels, and whenever new equipment or software is introduced to the employees.

### **ARTICLE 17: SCHOOL NURSE COVERAGE**

Under no circumstances shall an education support professional be required to cover for a school nurse.

### **ARTICLE 18: HEALTH INSURANCE**

Education support professionals will enroll in the health insurance plan attached as Exhibit A effective July 1, 2011.

Retroactive to July 1, 2008 the premium contribution rate for the employer and employee will change to:

Employer contribution: 82.5%

Employee contribution: 17.5%

Co-Pays effective January 1, 2009 Co-pays will be as follows:

Office Visit               \$15

Emergency Room       \$75

Prescription medication: 10/20/40

Mail order prescription: 20/40/120

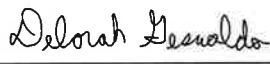


**ARTICLE 19: DURATION**

- 19.01 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be contrary to current or hereafter enacted laws or regulations, then such provision or application shall be invalid, except to the extent permitted by law but all other provisions of applications will continue in full force and effect.
- 19.02 This Agreement shall continue in force and effect until August 31, 2025, unless sooner terminated or extended by agreement of the parties hereto, or unless sooner terminated by operation of law or decree or judgment or any governmental authority having jurisdiction thereof. IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 8<sup>th</sup> day of June, 2022.
- 19.03 The parties agree to re-open the Contract in the second or third year if the City of Malden receives \$32,462,866 or less in Chapter 70 aid. The parties further agree that the Collective Bargaining Agreement will remain in full force and effect unless and until modified in these reopened negotiations.
- 19.04 This contract may be opened for any impact that ESEA may have on education support professionals.

Signed on this 8<sup>th</sup> day of June, 2022

  
Malden School Committee

  
\_\_\_\_\_  
Deb Gesualdo  
President  
Malden Education Association for  
Education Support Professionals

**APPENDIX A: SALARIES**

Retroactive to September 1, 2022, Step 1 shall be deleted from the 2021-2022 Appendix A salary scale and all Unit C members shall be placed on the salary scale below according to their experience and education. All employees on the deleted Step 1 will be moved to the new Step 1 (formerly Step 2).

2022-23 Scale										
(Based on 6-Hour Day, 181 Days)										
Step	Class I/HQ/Para Pro or 48 Credits	Hrly Rate	Class II/Associates Degree	Hrly Rate	Class III/Bachelors Degree	Hrly Rate	Class IV/Bachelors Degree + Teaching License	Hrly Rate	Class V/Master's Degree	Hrly Rate
1	\$ 30,000.00	\$ 27.62	\$ 31,000.00	\$ 28.55	\$ 32,000.00	\$ 29.47	\$ 33,000.00	\$ 30.39	\$ 34,000.00	\$ 31.31
2	\$ 30,600.00	\$ 28.18	\$ 31,600.00	\$ 29.10	\$ 32,600.00	\$ 30.02	\$ 33,600.00	\$ 30.94	\$ 34,600.00	\$ 31.86
3	\$ 31,200.00	\$ 28.73	\$ 32,200.00	\$ 29.65	\$ 33,200.00	\$ 30.57	\$ 34,200.00	\$ 31.49	\$ 35,200.00	\$ 32.41
4	\$ 31,800.00	\$ 29.28	\$ 32,800.00	\$ 30.20	\$ 33,800.00	\$ 31.12	\$ 34,800.00	\$ 32.04	\$ 35,800.00	\$ 32.97
5	\$ 32,400.00	\$ 29.83	\$ 33,400.00	\$ 30.76	\$ 34,400.00	\$ 31.68	\$ 35,400.00	\$ 32.60	\$ 36,400.00	\$ 33.52
6	\$ 33,000.00	\$ 30.39	\$ 34,000.00	\$ 31.31	\$ 35,000.00	\$ 32.23	\$ 36,000.00	\$ 33.15	\$ 37,000.00	\$ 34.07
7	\$ 33,600.00	\$ 30.94	\$ 34,600.00	\$ 31.86	\$ 35,600.00	\$ 32.78	\$ 36,600.00	\$ 33.70	\$ 37,600.00	\$ 34.62
8	\$ 34,200.00	\$ 31.49	\$ 35,200.00	\$ 32.41	\$ 36,200.00	\$ 33.33	\$ 37,200.00	\$ 34.25	\$ 38,200.00	\$ 35.17
9	\$ 34,800.00	\$ 32.04	\$ 35,800.00	\$ 32.97	\$ 36,800.00	\$ 33.89	\$ 37,800.00	\$ 34.81	\$ 38,800.00	\$ 35.73

1. Effective September 1, 2023, increase all cells by 2.5%

2023-24 Scale										
(Based on 6-Hour Day, 182 Days)										
Step	Class I/HQ/Para Pro or 48 Credits	Hrly Rate	Class II/Associates Degree	Hrly Rate	Class III/Bachelors Degree	Hrly Rate	Class IV/Bachelors Degree + Teaching License	Hrly Rate	Class V/Master's Degree	Hrly Rate
1	\$ 30,919.89	\$ 28.31	\$ 31,950.55	\$ 29.26	\$ 32,981.22	\$ 30.20	\$ 34,011.88	\$ 31.15	\$ 35,042.54	\$ 32.09
2	\$ 31,538.29	\$ 28.88	\$ 32,568.95	\$ 29.83	\$ 33,599.61	\$ 30.77	\$ 34,630.28	\$ 31.71	\$ 35,660.94	\$ 32.66
3	\$ 32,156.69	\$ 29.45	\$ 33,187.35	\$ 30.39	\$ 34,218.01	\$ 31.34	\$ 35,248.67	\$ 32.28	\$ 36,279.34	\$ 33.22
4	\$ 32,775.08	\$ 30.01	\$ 33,805.75	\$ 30.96	\$ 34,836.41	\$ 31.90	\$ 35,867.07	\$ 32.85	\$ 36,897.73	\$ 33.79
5	\$ 33,393.48	\$ 30.58	\$ 34,424.14	\$ 31.52	\$ 35,454.81	\$ 32.47	\$ 36,485.47	\$ 33.41	\$ 37,516.13	\$ 34.36
6	\$ 34,011.88	\$ 31.15	\$ 35,042.54	\$ 32.09	\$ 36,073.20	\$ 33.03	\$ 37,103.87	\$ 33.98	\$ 38,134.53	\$ 34.92
7	\$ 34,630.28	\$ 31.71	\$ 35,660.94	\$ 32.66	\$ 36,691.60	\$ 33.60	\$ 37,722.27	\$ 34.54	\$ 38,752.93	\$ 35.49
8	\$ 35,248.67	\$ 32.28	\$ 36,279.34	\$ 33.22	\$ 37,310.00	\$ 34.17	\$ 38,340.66	\$ 35.11	\$ 39,371.33	\$ 36.05
9	\$ 35,867.07	\$ 32.85	\$ 36,897.73	\$ 33.79	\$ 37,928.40	\$ 34.73	\$ 38,959.06	\$ 35.68	\$ 39,989.72	\$ 36.62

2. Effective September 1, 2024, increase all cells by 2.5%

2024-25 Scale										
(Based on 6-Hour Day, 182 Days)										
Step	Class I/HQ/Para Pro or 48 Credits	Hrly Rate	Class II/Associates Degree	Hrly Rate	Class III/Bachelors Degree	Hrly Rate	Class IV/Bachelors Degree + Teaching License	Hrly Rate	Class V/Master's Degree	Hrly Rate
1	\$ 31,692.89	\$ 29.02	\$ 32,749.32	\$ 29.99	\$ 33,805.75	\$ 30.96	\$ 34,862.18	\$ 31.93	\$ 35,918.60	\$ 32.89
2	\$ 32,326.74	\$ 29.60	\$ 33,383.17	\$ 30.57	\$ 34,439.60	\$ 31.54	\$ 35,496.03	\$ 32.51	\$ 36,552.46	\$ 33.47
3	\$ 32,960.60	\$ 30.18	\$ 34,017.03	\$ 31.15	\$ 35,073.46	\$ 32.12	\$ 36,129.89	\$ 33.09	\$ 37,186.32	\$ 34.05
4	\$ 33,594.46	\$ 30.76	\$ 34,650.89	\$ 31.73	\$ 35,707.32	\$ 32.70	\$ 36,763.75	\$ 33.67	\$ 37,820.18	\$ 34.63
5	\$ 34,228.32	\$ 31.34	\$ 35,284.75	\$ 32.31	\$ 36,341.18	\$ 33.28	\$ 37,397.61	\$ 34.25	\$ 38,454.04	\$ 35.21
6	\$ 34,862.18	\$ 31.93	\$ 35,918.60	\$ 32.89	\$ 36,975.03	\$ 33.86	\$ 38,031.46	\$ 34.83	\$ 39,087.89	\$ 35.79
7	\$ 35,496.03	\$ 32.51	\$ 36,552.46	\$ 33.47	\$ 37,608.89	\$ 34.44	\$ 38,665.32	\$ 35.41	\$ 39,721.75	\$ 36.38
8	\$ 36,129.89	\$ 33.09	\$ 37,186.32	\$ 34.05	\$ 38,242.75	\$ 35.02	\$ 39,299.18	\$ 35.99	\$ 40,355.61	\$ 36.96
9	\$ 36,763.75	\$ 33.67	\$ 37,820.18	\$ 34.63	\$ 38,876.61	\$ 35.60	\$ 39,933.04	\$ 36.57	\$ 40,989.47	\$ 37.54

Bargaining unit members shall receive compensation for in-service credit as follows:

Level	SY 22-23	SY 23-24	SY 24-25
10 Credits	\$1000	\$1400	\$2000
20 Credits	\$1200	\$1600	\$2200
30 Credits	\$1400	\$1800	\$2400
40 Credits	\$1600	\$2000	\$2600

## **APPENDIX B**

### Equal Work Case

The Association agrees that this Agreement constitutes full and final settlement of the so-called equal work case. Neither the Association nor its agents nor its members will continue or reinstate this action upon ratification of this Agreement by both parties. The case filed in Middlesex Superior Court shall be dismissed with prejudice.

**APPENDIX C – Side Letter Extended Learning Time Schools**

**Side Letter - Ferryway School**

The Malden School Committee (Committee) and the Malden Education Association (Association) enter into this agreement to amend the Unit C Collective Bargaining Agreement as follows:

For the Ferryway School, academic year 2015-2016, the following modifications will be made if there is funding from the state at the rate of a minimum of \$1150 per pupil. If there is not the above mentioned minimum funding for this initiative, this agreement will be null and void.

1. Work Hours

All Unit C members assigned to the Ferryway School for the 2015-2016 academic year shall be required to work the following schedule:

7:40 report to school

7:45 school doors will open, teachers on duty 3:30 student and teacher dismissal

All Unit C shall be dismissed at 2:30 on the first teacher day of the school year, the three (3) teacher professional development days, the five (5) student early release days and the last day of the school year.

2. Faculty Meetings

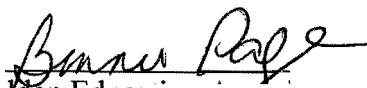
Faculty meetings will take place on release days and not after teacher dismissal.

3. Compensation

All Unit C members assigned to the Ferryway School shall be paid an additional 16% of their salary schedule for the 2015-2016 school year.

  
\_\_\_\_\_  
Malden School Committee

Date 10/30/16

  
Malden Educa  
\_\_\_\_\_  
Date 11/1

**Side Letter - Salemwood School**

The Malden School Committee (Committee) and the Malden Education Association (Association) enter into this agreement to amend the Unit C Collective Bargaining Agreement as follows:

For the Salemwood School, academic year 2015-2016, the following modifications will be made if there is funding from the state at the rate of a minimum of \$1150 per pupil. If there is not the above mentioned minimum funding for this initiative, this agreement will be null and void.

1. Work Hours

All Unit C members assigned to the Salemwood School for the 2015-2016 academic year shall be required to work the following schedule:

- 7:35 report to school
- 7:40 school doors will open, teachers on duty
- 3:25 student and teacher dismissal

All Unit C shall be dismissed at 2:30 on the first teacher day of the school year, the three (3) teacher professional development days, the five (5) student early release days and the last day of the school year.

2. Faculty Meetings

Faculty meetings will take place on release days and not after teacher dismissal.

3. Compensation

All Unit C members assigned to the Salemwood School shall be paid an additional 16% of their salary schedule for the 2015-2016 school year.

  
\_\_\_\_\_  
School Committee

  
\_\_\_\_\_  
Malden Education Association

6/30/16  
\_\_\_\_\_  
Date | |

## **APPENDIX D – SICK LEAVE BANK**

1. There shall be a Sick Leave Bank available to all members of the bargaining unit. The “bank” and membership in it shall be established in the following way:
  - a. Each member of the bargaining unit will have one sick-leave day deducted from his yearly allotment to initially implement the bank.
  - b. All members of the bargaining unit will participate in and be eligible for the Sick Leave Bank.
  - c. Should the “bank” fall below 100 days; each member of the unit will be assessed to contribute a sick-leave day.
  - d. If a member has no sick leave days, they will automatically be assessed the day owed at the end of September of the following year.
  - e. Should an education support professional leave the system owing a sick-bank day, they shall be liable for a substitute’s daily pay.
  - f. When an education support professional enters the system, they shall have one sick leave day deducted for the bank after thirty (30) days employment. This provision will not be applied to education support professionals entering after May 15<sup>th</sup>.

### THE SICK LEAVE BANK WILL BE ADMINISTERED AS FOLLOWS:

2. The Sick Leave Bank Committee shall be comprised of six members. The President of the Malden Education Association shall appoint three members. The Superintendent shall be a member and two members of the School Committee, appointed by the School Committee, shall be members. The Bank shall be administered in accordance with the guidelines of this Article. One of the Association representatives shall serve as chair of the Sick Leave Bank Committee.
  - a. Before being eligible to draw on the Sick Leave Bank, all sick leave, current and accumulated, must be exhausted with the following exception: a teacher who, through illness, anticipates he will exhaust all available leave may apply ten days prior to exhaustion of their sick leave.
  - b. Members of the bargaining unit who have extended illness and who have exhausted all of their sick leave may apply in writing to draw on the “bank”.
  - c. The initial request from the bank shall not exceed ten (10) days. After the initial request has been exhausted, a member can file for up to 30 days. All further requests from the bank shall not exceed 30 days in any request. Authorization or refusal for “bank” days must be in writing and signed by the Chair of the Sick Leave Bank Committee, although only 5 votes shall be needed to refuse or grant a sick-bank request.
  - d. The Superintendent of Schools shall bring any suspected case of sick leave bank abuse before the Sick Leave Bank Committee. Should the Sick Leave Bank Committee, by majority vote of those present and voting, determine that an abuse pattern does exist, the matter will be remanded back to the Superintendent. Should the Superintendent take any disciplinary action, such actions shall be subject to review as progressive discipline under the just cause provisions of Article 8.
  - e. All requests from the “bank” shall be accompanied by a doctor’s statement certifying the illness and the anticipated time needed for recuperation sufficient to return to work. The Sick Leave Bank Committee may, if it feels the situation warrants it, request a second doctor’s opinion.
  - f. Members of the unit may not draw from the Sick Leave Bank until they have exhausted their total accumulated sick leave, plus a three-day period. Education support professionals will not collect from the bank for these days and are eligible to collect for the

remaining days at a rate that is 80 percent of the education support professional's daily pay rate (1/181 of the education support professional's yearly salary during the 2022-23 school year, 1/182 of the ESP's yearly salary in each school year thereafter).

- g. The School Committee's cost in terms of workdays shall not exceed 300 workdays in any school year. This means that the Sick Leave Bank Committee may not award in excess of 375 sick leave bank days in any school year.
- h. Decisions of the Sick Leave Bank Committee shall be made by a majority vote of those members present and voting. In the event of a tie vote, the issue will be resolved pursuant to the arbitration section of this Agreement.

## **APPENDIX E – HOUSING JUSTICE**

The Malden Public Schools and Malden Education Association agree to create a working group to identify unused city owned spaces to be converted into public housing for families of Malden Public Schools students.

The Malden Education Association and the Malden School Committee will actively demonstrate their ability to address homelessness for students and families by focusing on the issue and working with the Malden City Council to bring together public and private sector partners in an effort to create a pilot program to house homeless families. The Malden Education Association, Malden School Committee, and the City of Malden will work together with pilot partners with the goal of eliminating homelessness for families of students in the Malden Public Schools.

The Committee agrees to advocate that no evictions or foreclosures take place during the school year for Malden Public Schools families and for the support small scale landlords need to ensure that they are able to maintain their mortgages.

The Malden Education Association and the Malden School Committee will advocate that the City of Malden encourage developers who are building within a ½ mile radius of a Malden Public School building solicit community input on the project's impact on affordable housing (e.g. from the school site council, MEA, School Committee, etc.).