

ARTICLE 1
Preamble

Under the laws of Massachusetts, the Committee, elected by the citizens of Athol and Royalston, Massachusetts, have final responsibility for establishing the educational policies of the public schools of the Athol-Royalston Regional School District except as modified by the provisions of this Agreement. The Association recognizes the rights of the Athol-Royalston Regional School District to select and hire all employees, to promote employment, to determine the necessity for filling a vacancy, to transfer employees from one position to another, to suspend, discipline, demote or discharge employees, to assign, supervise or direct all working forces and to maintain discipline and efficiency among them, to lay off employees, and generally to control and supervise the Athol-Royalston Regional School District's operation and to exercise the other customary functions of management in carrying out its business without hindrance or interference by the Association. If the Association claims that the Committee has exercised any of the above foregoing rights in an unjust or unreasonable manner, such claim shall be subject to the grievance and arbitration provisions of the Agreement.

ARTICLE 2
Recognition

The Athol-Royalston Regional School District Committee recognizes the Athol Teachers Association as exclusive bargaining agent for all administrative assistants and technology assistants included under this contract hereinafter referred to as the employees.

ARTICLE 3
Grievance Procedure

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which, from time to time, may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the employees covered by this Agreement desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Agreement shall prevent any such employees from individually presenting any grievance of the employee.

By mutual agreement, the time limits of the grievance procedure levels may be shortened or lengthened.

The grievance shall be considered confidential as stated and not published during the procedure by the Association or Committee unless mutually agreed.

Step 1.

Verbally notify the immediate supervisor of the grievance. Within seven (7) school or business days, if no satisfaction, proceed to the next step.

Step 2.

Provide written notice of grievance to Principal/Supervisor. Within five (5) school or business days, if no satisfaction, proceed to the next step.

Step 3.

Written notice given to Superintendent of Schools. Within fifteen (15) school or business days, if no satisfaction, proceed to the next step.

Step 4.

Written notice of grievance given to School Committee and the Superintendent for consideration by the Committee at the next regular school committee meeting or as soon as possible thereafter.

Step 5.

Any particular grievance may be submitted for arbitration. All expenses for mediation and arbitration shall be shared equally by the School Committee and the Association.

ARTICLE 4
Dues Deductions

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws; and, in accordance therewith, shall certify to the District's Treasurer all payroll deductions for the payment of dues to the Association as duly authorized by the employees of this agreement.

ARTICLE 5
Association Rights

The District shall permit officers and representatives of the Athol Teachers Association [all units] to meet with bargaining unit employees during their lunch and on the work premises for the purpose of addressing workplace issues or engaging in other protected concerted activities, provided such activities do not unreasonably interfere with the school operations.

The employer shall (a) notify the Athol Teachers Association of each hiring decision in the bargaining unit, as soon as possible, and in no event later than three (3) days, after a prospective employee accepts an offer of employment and (b) provide the Association with each new hire's name, job title, worksite location, home address, work telephone numbers, any home and personal cellular telephone numbers on file with the public employer, date of hire, work email address, and any personal email address on file with the public employer. Other than to the Association, the employer will not release the home address, home or personal phone numbers, or personal email address of any employee to any third parties unless required by law or court order.

Representatives of the Association shall be allowed to meet with newly hired employees, during their lunch period and on work premises, within ten (10) calendar days, from their start date of employment.

The Association shall be afforded no less than one-half hour of time during opening day ceremonies/New Teacher Orientation/Convocation to address the bargaining unit as a whole. Attendance of individuals outside of the bargaining unit shall be at the discretion of the Association.

ARTICLE 6
Dissemination of Contracts

The district will provide copies of this contract to all employees covered by this agreement in a timely fashion. All new employees will receive a copy within their first pay period.

ARTICLE 7
Seniority List

The District will provide the Association with a current seniority list of employees on or before October 15 of each school year.

ARTICLE 8
Group Meetings

The Association will have the right to use school buildings without cost at reasonable times for meetings. The President shall contact the principal one week in advance to arrange a mutually convenient time and place for such meeting.

ARTICLE 9
Personnel Classification

Group I: An employee working during the entire year (12 month)

Group II: An employee working up to forty-five (45) weeks per calendar year

ARTICLE 10
Benefits

Employees are to work a minimum of ninety (90) days to be eligible for benefits as per carrier and state law.

A. Insurance

1. Employees who work at least twenty (20) hours per week may elect health insurance. Employees are covered for health insurance under the Massachusetts State Group Insurance Commission Health Plan (GIC). This health plan will be in effect from July 1, 2016 through June 30, 2019.

Continuation in this plan will be subject to negotiations. The parties agree that the Committee will pay 80% of the plan and the employee shall pay 20% of the plan.

2. The Committee will pay fifty percent (50%) of the cost of a ten thousand dollar (\$10,000) group life insurance policy. Employees who work at least 20 hours per week may elect life insurance.

3. The Committee shall continue to provide dental coverage comparable to the current dental plan and at the same contribution rate (80% by the Committee, 20% paid by the employee) effective on or before July 1, 2008.

4. Pursuant to the provision of Chapter 697 of the Acts of 1987, the committee agrees to have the employee's contributions to group health insurance, dental insurance, and life insurance paid with pre-tax earnings.

5. The School District is implementing a Flex Spending Account for employees.

B. Tax Sheltered Annuity

Any employee wishing to participate in a Tax Sheltered Annuity Plan may have payroll deductions made from his/her salary.

C. Bereavement Leave

Three (3) days paid leave shall be granted to all employees covered by this Agreement, by the Superintendent for the death of a member of the immediate family, not to be deducted from accumulated sick leave. The Superintendent may grant leave for a death not in the immediate family, this to be deducted from accumulated sick leave.

Immediate family is defined as parents, step-parents, parents-in-law, brother, brother-in-law, sister, sister-in-law, wife, husband, domestic partner, children, step-children, grandparents and grandchildren.

D. Sick Leave

Group I employees will be entitled to twelve (12) sick days per year to be awarded on July 1st. Unused sick leave may be carried from one year to the next with unlimited accumulation. Employees will be allowed to take a half day sick leave.

Group II employees will be entitled to ten (10) sick days per year to be awarded on July 1st. Unused sick leave may be carried from one year to the next with unlimited accumulation. Employees will be allowed to take a half day sick leave.

E. Personal Leave

At the Superintendent’s discretion, employees may be granted three days personal leave. Half days will be permitted for personal days. Prior approval is generally required for personal leave. In cases of emergency, however, the Superintendent may approve personal leave days after the fact.

F. Holidays

Group I and Group II employees are entitled to the following holidays with pay: New Year’s Day, Martin Luther King Day, Veteran’s Day, Labor Day, President’s Day, Patriot’s Day, Memorial Day, Independence Day, Columbus Day, Thanksgiving and Christmas. The day after Thanksgiving will be a paid holiday.

G. Family Medical Leave Act, Massachusetts Parenting Leave Act, and Small Necessities Leave Act

The Committee and the Association recognize the F.M.L.A., M.P.L.A., and S.N.L.A. and agree to adhere to its tenets. These leave policies apply to all bargaining units and are attached to this Agreement.

H. Vacation

Group I		Group II	
1 year	5 days	1 year	5 days
2 years	10 days	4 years	10 days
5 years	15 days		
13 years	20 days		

ARTICLE 11
Sick Leave Bank

An eligible employee who wishes to take advantage of the provisions of the Sick Leave Bank shall submit a letter of request to the Superintendent of Schools. The letter shall indicate the anticipated period of absence and be accompanied by relevant medical documentation. Response to this request shall be made in writing. A record of all requests and their disposition shall be maintained and the Association shall be informed of the status of each request.

1. The Sick Leave Bank Committee shall be responsible for the administration of the Sick Leave Bank, determine eligibility for use of the bank, and decide the amount of leave to be granted.
2. All decisions will result from a majority vote of the committee.
3. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding, and not subject to appeal through the grievance and arbitration process contained in this contract.
4. Once each school year prior to October 1, the ATA will solicit employees for contributions of sick leave to the Sick Leave Bank and will provide written notice to the Superintendent of the employees' contributions to the bank.
5. The Superintendent's office will record the number of those employees participating in the Sick Leave Bank and each of the employee's contribution(s) to the Sick Leave Bank as well as deduct the contributions from employees' sick leave balances.
6. Any sick leave granted under the provisions of this article shall expire at the end of the applicable school year.
7. Upon return from extended sick leave during which benefits were received through the sick leave bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement on the same basis as other employees.
8. Days which remain in the Sick Leave Bank at the conclusion of the school year shall be carried over in the Sick Leave Bank to the successive school year.
9. When the number of days in the Sick Leave Bank reaches a level which is critically low, it may, at the discretion of the Sick Leave Bank Committee, be renewed by the contribution of one (1) additional day of sick leave by each member of Unit A covered by this Agreement from their accumulated sick leave.

Eligibility to draw days from the Bank shall be as follows:

- (1) An employee must have contributed to the sick leave bank to be eligible for a grant from the sick bank.
- (2) An employee must have exhausted all of his or her accrued sick leave days.
- (3) The employee's physician must certify that the employee is disabled from working due to personal illness or injury and that such disability is expected to continue so that it will be necessary to draw on the bank.
- (4) A majority of the Sick Leave Bank Committee has approved the employee's request to draw from the Sick Leave Bank. The Sick Leave Bank Committee shall consist of 2 members appointed by the Association, and 2 members appointed by the School Committee, which may consist of Administrative Personnel.
- (5) The illness or injury must be that of the employee. These days are not to be used for family members.
- (6) The maximum number of work days for which a participating employee who is disabled from working due to personal illness or injury may draw days from the Bank shall be determined

as follows:

Number of Contiguous Full School Years of Employment	Number of Consecutive Work Days An Employee Must be Disabled From Working Prior to Becoming Eligible to Draw From the Sick Bank	Maximum Number of Work Days An Employee is Eligible to Draw Days from The Sick Bank
At least 1 and not more than 5 years	15 days	30 days
More than 5 and not more than 10 years	30 days	60 days
More than 10 and not more than 15 years	45 days	90 days
More than 15 years	60 days	120 days

In circumstances in which an employee who has completed more than fifteen (15) full school years of continued employment has exhausted her/his accumulated sick leave due to one (1) or more serious health conditions and the employee continues to have a serious health condition, the Committee will waive the sixty (60) day waiting period required before the employee can draw on the Bank for days needed due to such serious health condition. For purposes of this provision, a serious health condition is demonstrated when the employee's physician certification form under the FMLA.

- (7) Each time an employee uses days from the Bank such days shall be deducted from such employee's applicable maximum.
- (8) In the event a sick bank request would require a waiver of the number of sick days used prior to eligibility, the employee's future accumulated sick leave days will be used to replace the waived sick bank days. These days would still count against the maximum draw from the sick bank. Thus the penalty for a waiver is a reduction in the total amount that can be drawn from the bank.
- (9) The District and the ATA will create a mutually agreed upon sick bank request form.

ARTICLE 12

Sick Leave Compensation – Final Year of Employment

During the final year of employment with the school system, prior to retirement, employees who have been employed for fifteen (15) years, the last five (5) being consecutive as an employee, shall be paid an amount equal to 25% of accumulated sick leave in accordance with regulations of the Contributory Retirement Board.

An employee who dies prior to retirement and who has been employed for at least ten (10) years within the system, the last five (5) years which are consecutive, shall have 25% of the accumulated sick leave pay accrue to his/her estate.

The number of days eligible for sick leave buy-back will be capped at 64 days or the amount of accumulated sick leave the employee has on July 1, 2016, whichever is greater. In order to receive this benefit, the retiree must provide the district with written notice by November 1 of the FY in which they intend to retire. Employees are only eligible for this benefit if they retire at the conclusion of a school year or over the summer. Employees who submit their intent for this benefit and then withdraw their

intent to retire forfeit their ability to collect this benefit in future years. The district may defer payment of this benefit until the July of the fiscal year following the retirement.

ARTICLE 13
Delayed Opening and Early Dismissals

On delayed openings and early dismissals, school year employees will be allowed to work and receive compensation with authorization from their immediate supervisor. Full time employees (employees working more than 20 hours per week) will be paid for a full day.

ARTICLE 14
Snow Days

Section 1: Group 1 employees may choose to use a sick, personal or vacation day for a snow day as the employee chooses. If no sick, personal, or vacation time is available then the employee can choose to take unpaid time.

Section 2: If there is a state of emergency declared by the Governor of Massachusetts for our area, Group 1 employees will not be expected to work and will be paid for said day(s) not to exceed more than three (3) day per calendar year and not to be deducted from their time.

ARTICLE 15
Vacancies and Promotions

Any vacancy in any employee position shall be posted in every school building for a minimum of ten calendar days. The posting shall list the job title, qualifications, and salary range. Priority consideration will be given to qualified candidates already employed within the district. In a case where an employee is not chosen to fill a vacancy, he/she will be notified in writing as to why he/she was not chosen.

During the months of July and August, written notice of any such vacancy will be given to the President of the ATA.

ARTICLE 16
Overtime

Group I employees shall be required to work eight (8) hours per day, five days per week, for a total of forty (40) hours. Overtime must be authorized in writing by the Superintendent or his/her designee. A written request must be submitted to the Superintendent for approval, the request to include the reason for the overtime. These employees will be paid time and a half for overtime or may be granted compensatory time within the limits of the law. Compensatory time cannot be carried over from year to year.

Group II employees who work over their regularly scheduled hours per day up to eight hours shall be paid for the time worked. If it exceeds eight (8) hours per day or forty (40) hours per week, employees will be paid time and a half for overtime or may be granted compensatory time.

ARTICLE 17
Reduction in Administrative Assistant Force

For the purpose of Reduction in Force there shall be two classifications of employees Group 1 Full Year and Group 2 School Year (which may include more than a School Year but less than a Full Year). In the

event of a Reduction In Force a Group 1 employee can bump the least senior Group 1 employee. In the event the employee is the least senior Group 1 employee, but has more seniority than a Group 2 employee, he/she may bump the least senior Group 2 employee. In the event that a Group 2 employee is laid off, he/she may bump the least senior employee in Group 2. A Group 2 employee cannot bump a Group 1 employee.

ARTICLE 18
Hiring Method

Group I and Group II employees shall be hired at base unless the Superintendent chooses to award hiring at another step based on previous work experience.

ARTICLE 19
Evaluation

All new employees covered under this Agreement will be evaluated two (2) times during their six month probationary period and once a year thereafter. Any monitoring of the performance of office employees will be done openly and with full knowledge by the employee. Employees shall receive copies of all evaluation reports prepared by their supervisors and will have the right to review the contents of their personnel files, with the Superintendent of Schools provided twenty-four (24) hours written notice is given prior to the review. Employees covered under this Agreement will receive recognition of courses taken that benefit their positions. The evaluation instrument shall be appended to this contract.

ARTICLE 20
Temporary Assignments

Employees may be assigned on a temporary basis to any school or office where their services are required. They shall be compensated at their regular salary rate. Any temporary assignment shall not require Group II employees to exceed their normal length by more than nine (9) days. If their services are required for more than nine (9) days, it must be mutually agreed upon.

ARTICLE 21
Duty Free Lunch

Employees will be allowed a thirty (30) minute duty free lunch on the clock to be scheduled at the discretion of their supervisor and not to be taken at the beginning or the end of the school day.

ARTICLE 22
Technology Assistants

As of January 1, 2017 technology paraprofessionals under the supervision of the Director of Technology will be reclassified as Technology Assistants subject to this contract.

It is recognized that Technology Assistants require a specialized set of skills and that due to the ever changing world of technology, continuing education and earning certifications are important aspects of the job.

Recognizing this difference, employees recognized as Technology Assistants shall be entitled to the following:

- Technology Assistants shall be considered their own classification of employee in terms of the RIF clause in Article 17.

- Technology Assistants shall be entitled up to \$75 a year for the reimbursement of an approved certification exam fee.
- Technology Assistants will be compensated an additional \$0.50 per hour for each approved certification they currently hold. Examples of these types of certifications would be A+ certification and network certification. Other certifications may be counted pending the approval of the director of technology and superintendent.
- The additional \$0.50 increase per hour for a certification may only apply a maximum of three times, and a maximum of once per fiscal year. A certification earned during a fiscal year will result in the corresponding increase effective July 1 of the following fiscal year.
- Technology Assistants who successfully complete all of the Technology Assistant development provided by the vendors for the opening of the Athol Community Elementary School will be considered to have earned a certification in FY17.

ARTICLE 23
Administrative Assistant Salary Schedule

	2019/2020
Base	\$14.72
6 months	\$15.43
1 Year	\$16.23
2 Years	\$17.03
3 Years	\$17.88
5 Years	\$18.77
7 Years	\$19.73
10 Years Longevity	\$20.24
20 Years Longevity	\$20.50

Technology Assistants

	2019/2020
Step 1	\$17.09
Step 2	\$17.80
Step 3	\$18.52
Step 4	\$19.21
Step 5	\$19.93
Step 6	\$20.66
Step 7	\$21.35

Employees may elect to receive their salary in twenty-one (21) equal bimonthly payments beginning September and ending June, or twenty-six (26) equal payments throughout the year. An employee who elects the twenty-six payment plan may receive July and August checks along with the June check on the closing day of school in June provided that written notice of such election is given to the Superintendent on or before June 1. Technology Assistants make one dollar per hour more than the above rates. Group I and Group II employees who have been employed ten (10) years will receive an additional \$.50 per hour. Effective July 1, 2014 after twenty (20) years of service an additional 25¢ per hour.

ARTICLE 24

Mileage

Employees will be reimbursed at the rate of \$0.45 per mile for approved out of district travel for school business.

ARTICLE 25

Professional Development

The District will set up on one ½ day of professional development per school year for district training and development for Administrative Assistants.

ARTICLE 26

Joint Labor Management Committee

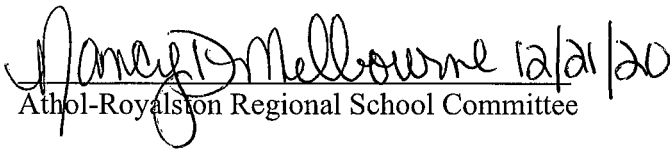
The parties recognize that it would be in their mutual best interest to agree to form a joint Labor-Management Committee between the School District and the Employee Unit of the Athol Teachers Association. This Committee will address those issues that impact on the working conditions of the administrative assistant unit. The Committee will consist of the Chair of the School Committee, the Superintendent, a member of the employees unit and a member of the Executive Board of the Athol Teachers Association. Additional representatives from either side will be permitted to attend for the purpose of input on specific issues.

ARTICLE 27

Duration

This Agreement shall automatically renew itself for successive terms of one year unless by January 31st of the final year of the Agreement, written notice shall be forthcoming as to the intent to negotiate for a successor Agreement. Otherwise, the Agreement remains in full force and effect without change.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this 1st day of July 2019.


Athol-Royalston Regional School Committee


Athol Teachers Association