

## **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 paraprofessionals, noon duty aides, crossing guards, licensed practical nurses (L.P.N.s), and registered behavior technicians (R.B.T.s) included under this contract.

## **ARTICLE 3**

### **Work Day**

The typical paraprofessional work day shall start at the beginning of the student day and end at the conclusion of the student day. Paraprofessionals shall work six hours during the student day and the rest shall be scheduled unpaid time, which includes a lunch period of equal or greater length than the student lunch. If student needs require additional paid time, this will be individually reflected in the paraprofessional's duties and they will be compensated accordingly.

## **ARTICLE 4**

### **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 5**  
**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 6**  
**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 7**  
**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 8**  
**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 9**  
**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 in advance to arrange a mutually convenient time and place for such meeting.

**ARTICLE 10**  
**Personnel Classification**

Group I: An employee working more than 20 hours per week during the school year.

Group II: An employee working less than 20 hours per week during the school year.

**ARTICLE 11**  
**Benefits**

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

**A. Health Insurance**

1. 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.
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**

Employees will be entitled to seven (7) sick days per year to be awarded on July 1<sup>st</sup>. Unused sick leave may be carried from one year to the next with unlimited accumulation. Employees are eligible for full sick days only. If an employee works a partial day, they will be paid for the hours worked and no deduction from sick leave will be made.

Beginning July 1, 2014 in a contract year, employees shall be compensated \$225 for use of zero (0) sick days throughout the year, \$150 for use of only one (1) sick day throughout the year, or \$75 for use of two (2) sick days throughout the year. This will be determined on the last day of school for paraprofessionals. The compensation will be paid by a stand alone check on the next pay period following the last day of school.

**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.

Beginning July 1, 2014 in a contract year, employees shall choose whether to be compensated \$75 for each unused Personal Day or roll unused Personal Days into the employee's accumulated sick leave.

**F. Family Leave**

Full-time paraprofessionals shall be granted up to two (2) days of unpaid family leave, not to be taken from sick or personal days. Family members covered under family leave are parents, spouse, and children.

**G. Holidays**

Group I and Group II paraprofessionals are entitled to the following holidays with pay: Thanksgiving, Christmas, and New Year's Day.

**H. Family Medical Leave Act, Massachusetts Parenting Leave Act, and Small Necessities Leave Act**

The Committee and the Association recognize the F.M.L.A., 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.

**ARTICLE 12**  
**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 employees 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 13**

**Sick Leave Compensation – Final Year of Employment**

Employees who have been employed for fifteen (15) years the last five (5) years being consecutive, shall be paid an amount of twenty dollars (\$20) per sick day accumulated.

Employees who die prior to retirement who have been employed for ten (10) years with the system, the last five (5) years consecutive, shall have the amount of twenty dollars (\$20) per sick day accumulated accrue to his/her estate.

The number of days eligible for sick leave buy-back will be capped at 125 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. Paraprofessionals are only eligible for this benefit if they retire at the conclusion of a school year or over the summer. Paraprofessionals 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 14**  
**Delayed Opening and Early Dismissals**

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

**ARTICLE 15**  
**Vacancies and Promotions**

Any vacancy in this agreement shall be posted in every school building for a minimum of ten (10) 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.

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**

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. Overtime must be authorized in writing by the Superintendent or his/her designee.

**ARTICLE 17**  
**Hiring Method**

Employees shall be hired at base unless the Superintendent chooses to award hiring at another step based on previous work experience.

**ARTICLE 18**  
**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 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 19**

**Longevity**

Employees who have worked in the school district for a minimum of ten (10) years consecutively, not in conjunction with step increases, shall receive \$500 yearly to be paid in their last check in June of that year in lump sum. After twenty-five (25) years the employee will receive an additional \$500.

**ARTICLE 20**

**Length of Work Year**

Employees work year shall be determined by individual employment contracts according to need, not to exceed length of the student school year except that, at the discretion of a principal or director of pupil services, employees may be required to work on the work day period (August 15<sup>th</sup> notification) or work day after (June 1<sup>st</sup> notification) the student school year and/or for other required special training during the school year (reasonable notice will be provided).

**ARTICLE 21**

**Temporary Assignments**

A paraprofessional substituting for a teacher for an entire school day shall be paid an additional \$35 on top of the paraprofessionals regular pay for that day.

**ARTICLE 22**

**Reduction In Force**

An employee whose position is eliminated can bump another employee within the employee's classification with less seniority. For purposes of this Article, seniority is defined as the total number of months of service. If there is a partial month, it will be broken down also as the number of weeks worked in that month.

**ARTICLE 23**

**Salary Schedule**

**R.B.T.'s will be compensated at a rate of \$24.00 per hour.**

**Paraprofessionals, Noon Duty Aides, Crossing Guards Wage Schedule 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



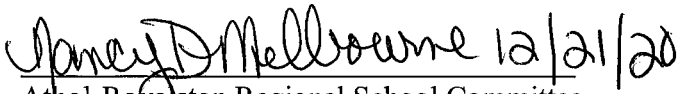
**LPN Wage Schedule 2019-2020**

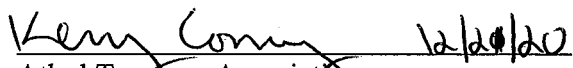
Step 1	\$26.00
Step 2	\$27.09
Step 3	\$28.18
Step 4	\$29.22
Step 5	\$30.33
Step 6	\$31.42
Step 7	\$32.46

**ARTICLE 24**  
**Mileage**

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

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

  
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Athol-Royalston Regional School Committee

  
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Athol Teachers Association