

**AGREEMENT**

**BETWEEN**

**THE GRANBY SCHOOL COMMITTEE**

**AND THE**

**GRANBY SCHOOL PARAPROFESSIONALS - UNIT D**

**OF THE**

**GRANBY EDUCATORS' ASSOCIATION**

**SEPTEMBER 1, 2011 - AUGUST 31, 2013**

**ARTICLE I**  
**RECOGNITION**

- A.** The Granby School Committee, hereinafter referred to as the “Committee,” recognizes the Granby Educators’ Association, Unit D, Massachusetts Teachers’ Association, and National Education Association, hereinafter referred to as the “Association,” as the exclusive representative of a unit consisting of all regular full-time and part-time paraprofessionals except for all other employees of the Granby Public Schools.

**ARTICLE II**  
**NEGOTIATION PROCEDURE**

- A.** Negotiations for a successor agreement may be initiated by either party no later than the first Monday in February prior to the expiration date of the current agreement. The Committee and the Association agree to enter into negotiations in accordance with the procedures set forth herein, in a good faith effort to reach agreement concerning the wages, hours, and other terms and conditions of employment for employees covered hereunder.
- B.** Such negotiations shall include those subjects agreed to between the Parties and any other subjects authorized to be bargained under M.G.L., c. 150E. Any agreement so negotiated and subsequently ratified shall apply to all employees covered hereunder and will be reduced in writing and signed by the Committee and the Association.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**SECTION I:**

The purpose of this Article is to provide an orderly method for the settlement of a dispute between the Parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Agreement and must be presented within ten (10) working days after the alleged violation arises or the employee had knowledge of, and be processed in accordance with the following steps, time limits, and conditions herein set forth. A working day will be defined as a weekday exclusive of Saturdays, Sundays, and holidays. Vacation periods will not be excluded from the above working day exclusion.

The Parties agree that pending the raising, processing, and settlement of a grievance, and during the term of this Agreement, there shall be no slowdown, withholding of services, stoppages, or other interference with work or school operations as provided for in ARTICLE V of this Agreement.

**LEVEL ONE:**

The employee shall first take up his/her grievance with his/her immediate supervisor, and the Association shall be given an opportunity to be present at a time to be fixed by mutual agreement of the Parties.

If the grievance is not settled, it shall, within ten (10) working days thereafter, be set forth in writing, signed by the employee, and given to the immediate supervisor, who shall, within ten (10) working days after receipt thereof, give his/her written answer to the grievance to the grievant and/or the Association.

**LEVEL TWO:**

If the grievance is not settled in LEVEL ONE, the Association may appeal it by giving a written notice of such appeal within five (5) working days after receipt of the immediate supervisor's written answer to the Superintendent or his/her designee, who shall discuss it with the Association and/or the grievant at a mutually agreed upon time.

The Superintendent or his/her designee shall give a written answer to the grievance within five (5) working days after the close of the discussion.

**LEVEL THREE:**

If the grievance is not settled in LEVEL TWO, the grievant and the Association may appeal it by giving a written notice to the Committee within ten (10) working days after receipt of the answer at Level II. The Committee shall meet with the grievant and/or Association at a mutually agreed upon time.

The Committee shall give their written answer to the grievance within ten (10) working days after the close of the discussion.

## **SECTION II.**

- A.** The Parties agree to follow each of the foregoing steps in the processing of the grievances; and if at any Step, the Committee's representative fails to give his/her written answer within the time therein set forth, the grievant and/or Association may appeal the grievance to the next step at the expiration of such time limit.
- B.** If the Superintendent claims that the Association has violated any provision of this Agreement, he/she may present such claim to the Association in writing; and, if the Parties fail to settle it, the Superintendent may appeal it to arbitration, in accordance with the arbitration clause hereinafter set forth.
- C.** The settlement of a grievance in any case shall not be made retroactive for a period exceeding twenty (20) working days prior to the date that the grievance was first presented in writing.

## **SECTION III:**

If the grievance is not settled in the foregoing steps, then either Party may, upon written demand given to the other Party, within ten (10) working days after the Committee's answer in the last step or the Association's answer in the Superintendent's claim of violation of the no-strike pledge, submit said grievance to binding arbitration, as follows:

- A.** Arbitration shall be invoked by filing a Demand for Arbitration with the American Arbitration Association, a copy of which shall be simultaneously provided to the Superintendent. The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.
- B.** The arbitration proceedings will be conducted under the rules of the American Arbitration Association. The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement. The award shall be final and binding on the Committee, the Association and the Grievant. Each party shall bear the expenses of its representatives and witnesses, and the fees and expenses of the Arbitrator shall be borne equally by the parties.
- C.** If the Committee claims the Association has violated the provisions of Article V, it may present such claim to the Association in writing and if the parties fail to settle it within ten (10) working days, the Committee may submit the dispute to arbitration under the provision of this Article.



**ARTICLE IV**  
**MANAGEMENT RIGHTS**

The employer retains all the rights to the management of the school system and the direction of the work force, including the right to plan, direct, and control operations; to schedule and assign duties to employees; to determine the means, methods, processes, materials, and schedules; to establish standards and to maintain the efficiency of employees; to establish and require employees to observe Committee rules and regulations; to hire, layoff, or relieve employees from duties; and to maintain order and to suspend, demote, discipline, and discharge employees for just cause, as the recognized reserved rights of management.

The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth, therefore retaining all rights not otherwise specifically restricted by this Agreement.

The exercise by management of any of the foregoing rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the Association or bargaining unit.

**ARTICLE V**  
**OBSERVANCE OF DUTIES**

During the term of this Agreement and any extension thereof, the Parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages, slowdowns, withholding of services, or interference or interruption with the operation of the School Department by any members of this bargaining unit.

Nor shall there be any strike or interruption of work during the term of this Agreement by any members of this bargaining unit because of any disputes or disagreements between any other persons, or other employees or Associations who are not signatory Parties to this Agreement.

Employees who violate these provisions shall be subject to disciplinary action including discharge, and any claim by either Party against the other of a violation of this Article shall be subject to arbitration as provided for in ARTICLE III of this Agreement.

**ARTICLE VI**  
**WORK DAY/WORK YEAR**

- A. The regular hours of work shall be six (6) hours per day, thirty (30) hours per week, Monday through Friday, exclusive of daily, duty free lunch period. The paraprofessional will be scheduled for a regular fifteen (15) minute daily duty free break at a mutually convenient time to be determined by the teacher or Principal and the paraprofessional.
- B. Paraprofessionals will report for duty and will terminate their school year duty on dates set by appropriate building administrators. Such duty may begin up to two (2) days prior to the first date on which students report. Total work year must not exceed one hundred eighty-five (185) whole or partial days.
- C. While this section defines the normal workday, work week, and work year, nothing herein shall be construed as a guarantee to any employee of the number of hours of work per day or per week, or the length of the work year.
- D. **Condition of Employment:** It shall be the duty of the employee in time of sickness to notify his/her supervisor as soon as possible that he/she will not be able to report to work for the day. The Committee will provide a substitute paraprofessional whenever the employee is unable to report to work, provided an appropriate substitute is available.
- E. **Responsibilities:** All employees covered by this Agreement will perform their duties and responsibilities in a diligent manner and consistent with the highest ideals of service. Building Principals in conjunction with the Special Education Administrator are responsible for scheduling the workday for all paraprofessionals. This may include but not be restricted to supervision of recess, lunch, or dismissal, etc. Except for employees specifically hired or assigned to programs that provide self-care to students, paraprofessionals will not be required to provide self-care support to students but may assist licensed, certified personnel with the delivery of such support by escorting students to appropriate areas and ensuring their privacy so that such support may be provided in a respectful and effective manner. The parties also agree that Paraprofessionals providing self-care support will receive an additional \$.50/ hour.
- F. **Job Descriptions:** All members of the bargaining unit shall be given copies of their job descriptions upon hire. A copy of all job descriptions applicable to paraprofessionals will be kept in the Superintendent's Office. All Building Representatives will receive copies of job descriptions.
- G. **Conferences:** The Committee agrees to pay reasonable expenses incurred by members of the bargaining unit who attend workshops, seminars, conferences,

or other professional improvement sessions at the request of their building Principal or Superintendent.

- H. **Liability:** All employees covered by this Agreement when performing their duties and responsibilities are covered by the School Department's general liability insurance policy.
- I. Paraprofessionals may be called upon to provide coverage for a teacher on a part time basis so that the teacher may attend meetings. Paraprofessional will be paid at the rate of \$5.50 per hour over their regular hourly rate for scheduled coverage for blocks of 15 minutes or more to be accumulated to one hour segments per week. Paraprofessionals may be called upon to substitute for a teacher in the event of an emergency. After one such full day of coverage in a year, the paraprofessional will have the right to refuse additional requests to cover a full day. If such an assignment is accepted, the paraprofessional will be paid at the rate of \$33 over his/her regular daily rate for each day substituted.
- J. Paraprofessionals will attend one one-hour staff meeting and/or professional development per month at the discretion of the Building Principal in consultation with the Special Education Administrator. If paraprofessionals are requested to stay longer, time cards will be submitted for the additional time in one-half hour increments.
- K. Paraprofessionals will attend two two-hour evening parent events. If paraprofessionals are requested to stay longer, time cards will be submitted for additional time in one-half hour increments.
- L. Paraprofessionals assigned to West Street will work two (2) afternoons of the six (6) teacher/parent conference half days. The schedule will be determined by the Principal and classroom teachers. The paraprofessionals will be informed of the schedule as soon as possible. They will work all curriculum days.
- M. Paraprofessionals assigned to East Meadow will not work in afternoons of the teacher/parent conferences. They will work three of the four curriculum half days. The schedule will be decided by the Principal and the paraprofessionals will be informed of the schedule during the first full week of school.
- N. Paraprofessionals assigned to the Jr./Sr. High School will not work in the afternoon of the curriculum half days. If the Principal requests that they attend a particular session they will complete a time card and be compensated for the time.
- O. All paraprofessionals will end their workday on the last day of the school year, fifteen (15) minutes after the students are dismissed.



## **ARTICLE VII EVALUATION**

### **A. Definition of Evaluation**

Evaluation is the ongoing process of defining goals and of identifying, gathering, and using information as a part of a process which has the purpose of (1) providing information for improving performance, and (2) providing a record of facts and assessments for personnel decisions. The evaluation shall be free of racial, sexual, religious, and other discriminations or biases as defined in state and federal laws.

### **B. Gathering Information**

Evaluation may consist of formal or informal observation of daily or other work performance. Formal observations shall include any substantial review of work performance with a view towards completing a written evaluation of the employee's performance. Informal observation would include daily interactions between employees and supervisors. Paraprofessionals shall be notified 24 – 48 hours in advance of formal observations. The notification shall include date, time and place.

### **C. Criteria**

Information used in evaluation shall be based primarily on direct observation of employee performance. The criteria for evaluating employee performance will be:

1. Currency of the employee relative to the requirements of the job.
2. Interaction with teachers, parents, and students.
3. Adjustment to changes in the work environment that is efficient and effective.
4. Creation of a work environment that is positive and supportive of the school's mission.
5. Maintenance of appropriate standards of behavior, mutual respect, and safety.
6. Demonstrates sensitivity to differences among individuals.
7. Responsible for accomplishing goals and priorities of his/her building and school system.
8. Reflective and continuous learner.

### **D. Reporting Results**

1. For each formal observation, the evaluator will provide a narrative, which identifies areas of strength as well as areas which need improvement based upon established criteria. Where there are areas needing

improvement, the evaluator should provide, as far as practicable, (1) specific recommendations for improvement, (2) direct assistance to implement such recommendations, and (3) a reasonable time schedule to monitor progress. The evaluator shall rate specific criteria and/or the total evaluation as excellent, satisfactory or needs improvement. Not all criteria needs to be rated in every evaluation report.

2. Each formal observation will be followed by a conference to be scheduled within three (3) workdays after the observation.
3. The employee will acknowledge that an opportunity was afforded to review the written narrative by signing the copy to be filed. It is expressly understood that such signature does not necessarily indicate agreement with the contents thereof.
4. The employee may respond in writing to the evaluation report. Such response will be placed in the employee's personnel file, attached to the evaluation report, and must be submitted to the Superintendent's office within ten (10) school days of receipt of the evaluator's report.
5. An employee in his/her first year of employment will be evaluated twice. The first evaluation will occur no earlier than the thirtieth (30<sup>th</sup>) working day after the initial date of employment nor later than the ninetieth (90<sup>th</sup>) day. The second evaluation will occur no sooner than thirty (30) working days after the first. In the second and third year of employment an employee will be evaluated annually. After three (3) years of continuous employment an employee will be evaluated no less than every other year at the supervisor's discretion. Evaluations will be completed using the Paraprofessional's Summative Evaluation Form (see Appendix A).

**E. Probationary Period:**

All new employees will be considered on probation for a period of one year from date of hire. The new employee will be evaluated twice during this period. A decision regarding continued employment will be made no later than thirty (30) calendar days prior to the hiring anniversary date.

**ARTICLE VIII**  
**TRANSFER**

- A. Voluntary Transfer:** Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such a statement shall include the grade and/or subject to which the employee desires to be assigned, the school to which the employee desires to be assigned or transferred, and the reason for the request. Requests must be renewed each year.
- B.** When a job opening or newly created position occurs, notification of such opening shall be posted for not less than six (6) days prior to the closing date for application. Job specifications will be included in the job opening description. All qualified paraprofessionals will be given adequate opportunity to apply for such positions. The supervisor agrees to give due weight to the background and attainments of all applicants. Employees who wish to be considered for such positions must make written application within the six (6) day posting period. Each applicant will be notified of the decision.
- C.** All postings will indicate school, grade level, and department. Any vacancy, which occurs during the summer vacation, will be communicated to the Association President.
- In filling such vacancies, the following will be considered:
1. Experience, overall performance, and qualifications for the new position.
  2. Length of service.
  3. When all factors, which comprise experience, performance, and qualifications are equal, preference will be given to current employees in filling vacancies.
  4. Superintendent's decision is final.
- D.** All paraprofessional positions for summer programs will be posted.
- E. Involuntary Transfer:** In the event a vacancy occurs which will be filled through an involuntary transfer, qualified volunteers will be considered first. If there are no volunteers, paraprofessionals will be reassigned with consideration given to experience, performance, and qualifications. Notice will be given fifteen (15) workdays prior to the start of the school year, barring unforeseen circumstances.

**ARTICLE IX**  
**SICK LEAVE**

- A.** Sick leave is intended to provide insurance against loss of income due to personal illness. Sick leave may be used for personal illness or disability, personal medical appointments, quarantine for communicable disease, or for personal leave days as provided for in ARTICLE XI. Up to ten (10) of these days per year may be used for illness in the immediate family, that is, spouse, parent, or child. These days may also be used for a family member living within the employee's household. The Superintendent may grant additional requests for sick leave for personal illness or disability or to attend to a critically ill family member at the sole discretion of the Superintendent. The Superintendent's decision will not be subject to Article III of this agreement. Abuse of this sick leave provision will subject the employee to disciplinary action.
- B.** All sick leave is on an accrued monthly basis and cannot be taken until earned. Sick leave days begin accruing on the first day of employment. Sick leave days are accumulated at a rate of fifteen (15) days per year (i.e. 1.5 day/month).
- C.** Employees shall have unlimited accumulation of sick leave.
- D.** A physician's statement may be required for three (3) or more consecutive days of absence due to illness or perceived pattern of abuse.
- E.** Accrued sick leave may be used for doctor's appointments.
- F.** Each part-time paraprofessional shall be entitled to sick leave benefits according to the provisions outlined below:
- 1.** The daily rate of pay determined by the contract conditions, and stated therein, shall pertain.
  - 2.** Part-time paraprofessionals will receive sick leave based upon a prorated calculation of the number of days and the number of hours they are contracted to work. The basis for this calculation will be the days per year granted to full-time paraprofessionals contracted to work a full school year.
  - 3.** The terms and cumulative limit will be the same as that for full-time paraprofessionals.
- G.** The employee, when entitled to sick leave, must notify his/her supervisor of illness each day of such illness as early in the day as possible, except in case of approved medical leave. If the employee does not call, sick leave may not be paid. The employee may be requested to furnish proof of illness from his/her physician before being granted pay for sick leave if reasonable grounds exist. An approval may also be required before an employee is permitted to return to

work. Such an approval would certify that the employee is physically fit to perform assigned work.

H. Each paraprofessional shall be informed prior to the start of each year of the number of accumulated sick days he/she has on record.

I. **Sick Leave Bank**

1. **Sick Leave Bank Committee**

There shall be established a joint four-member Sick Leave Bank Committee to administer the provisions of this section. The Committee shall be composed of two (2) paraprofessionals appointed by the President of the Association and two (2) persons appointed by the Committee and/or Superintendent, at least one being a member of the Committee. The Sick Leave Bank Committee shall act by majority vote of those members present and voting.

2. **Contributions to the Bank**

a. **Initial and Annual Contributions** – Each employee covered by this contract may become a member of the Sick Leave Bank by donating two (2) sick leave days to the bank within forty-five (45) days of the effective date of this contract or within forty-five (45) days of his/her employment by the Committee, whichever is later. Thereafter, each member of the bank will add an additional day to the bank annually, but the number of days in the bank cannot exceed four (4) times the number of paraprofessionals within the unit. Any member of the Sick Leave Bank may withdraw from the bank for a subsequent school year by giving written notice to the Sick Leave Bank Committee and the Committee by September 15<sup>th</sup> of the school year during which he/she no longer desires membership.

b. **Supplementary Contributions** – If at the end of any school year the number of sick leave days in the bank are depleted to one-half ( $\frac{1}{2}$ ) or less of the maximum number of days, one (1) additional day for the bank may be assessed each member. If the sick leave days in the bank exceed three-fourths ( $\frac{3}{4}$ ) of the maximum days at the end of a school year, the members of the bank will not be required to make the annual one-day donation at the start of the following school year.

c. **Late Joining** – If a paraprofessional who once decided not to join the Sick Leave Bank decides to join in a subsequent school year, his/her initial donation to the bank must equal the total number of

days that he/she would have donated to the bank through the years had he/she joined initially.

- d. **Continuation of Membership** – No member of the Sick Leave Bank will be denied continuation of membership in the bank if a long-term illness has caused individual sick leave benefits to be exhausted, thus preventing donations to the bank required by Section 2a of this article.

### 3. **Granting of Benefits**

A member of the Sick Leave Bank who exhausts his/her individual sick leave benefits may apply for benefits from the Sick Leave Bank. Such benefits are intended for long term and catastrophic illnesses. In assessing any applications, the Sick Leave Bank Committee shall consider the following criteria:

- a. Demonstrated need of the applicant
- b. Prior sick leave usage
- c. Relative needs of other applicants
- d. Supply of days in the bank

The Committee's decision on all applications and other matters within its jurisdiction shall be final and therefore not subject to the grievance procedure. Any paraprofessional whose application is rejected in whole or in part shall upon request be granted a meeting with the Sick Leave Bank Committee.

Each member of the Sick Leave Bank may receive up to five (5) days of sick leave from the bank per school year on approval of the Sick Leave Bank Committee. Additional days of sick leave from the bank may be granted by a majority vote of the membership of the Sick Leave Bank. If it is not feasible to receive this approval or vote prior to a member absence, the committee may withhold the salary of the paraprofessional for the days in question until such time as a decision has been made. If the Sick Leave Bank Committee approves, the days shall be deducted from the bank's total and the paraprofessional shall be paid his/her salary in full for the days in question.

### 4. **Miscellaneous**

- a. By November 1<sup>st</sup> of each school year, the Sick Leave Bank Committee will inform the Superintendent's Office in writing of the number of sick leave days donated by each member to the bank and the number of days accrued by the bank itself according to its records. The Superintendent's Office will advise in writing the Sick

Leave Bank Committee the number of sick days accumulated by each member.

- b.** No payment from the Sick Leave Bank shall be made except on a regular warrant approved by the Committee.
- c.** As a condition of participating in the Sick Leave Bank, each member shall sign a statement as follows:

I, \_\_\_\_\_, hereby agree as a condition of my eligibility to participate in the Granby Paraprofessional's Sick Leave Bank that I will hold harmless both the Granby Educators' Association/Massachusetts Teachers' Association and the Granby School Committee from any and all liability arising out of or in connection with any act or omission which the joint Sick Leave Bank Committee may make in regards to my application for benefits or any other aspect of my participation in said program.

**ARTICLE X**  
**Retirement Option**

An employee upon retirement and after rendering ten (15) years of continuous full-time service in Granby, will be paid for accumulated unused sick leave days (not to exceed one hundred (100) days) at the rate of thirty dollars (\$30) a day for the first fifty (50) days or portions thereof and thirty-five dollars (\$35) a day for the next fifty (50) days or portions thereof. An employee eligible for such retirement income must advise the Superintendent of his/her intention to retire by February 1 of the school year preceding the school year in which retirement will take place. This requirement will be waived for all employees who, for medical reasons or reduction of the work force, choose to retire.



**ARTICLE XI**  
**TEMPORARY LEAVE OF ABSENCE**

Leave of absence is to provide time off to a full-time employee so that the employee may be absent from the job without losing any accrued benefits at the time of leave.

**A. Leave of absence with pay.**

1. **Death in the immediate family:** An employee shall be entitled to three school days leave without loss of pay (not deducted from sick leave) in order to arrange for and/or attend wakes, funerals, and other memorial services of the immediate family. The immediate family shall include: mother, father, spouse, child (adopted, step, foster), mother-in-law, father-in-law, brother, sister, grandchildren, grandparents, aunt, uncle, significant other, or family member residing in the household of the employee. Up to two additional days may be granted by the Superintendent when necessary for travel to distant locations for such service.
2. **Jury Duty:** A leave of absence will be granted for jury duty. The employee will be paid the difference between the jury pay and the employee's full pay.
3. **Subpoenaed to Court:** If an employee is subpoenaed to court as a witness or as a party involved in legal action, the employee may be granted a leave of absence with pay upon approval of the Superintendent.
4. **Personal Day:** Two (2) days personal leave, not to be deducted from sick leave, may be granted annually for personal business that cannot be conducted outside the normal working day. The supervisor must be notified at least twenty four (24) hours before taking such leave, except in the case of an emergency. This personal day will normally not be granted on the day immediately preceding or following holidays or vacation. Personal days must have prior approval of the Superintendent or designee. One (1) day personal leave, to be deducted from sick leave, may be granted annually for personal business that cannot be conducted outside the normal working day. The leave request for this day shall be made in writing to the Superintendent or designee, with reason given. Unless circumstances otherwise dictate, this personal leave day may not be taken on the day before or after a holiday. Other personal leave time may be granted at the discretion of the Superintendent upon written request by the employee. Reasons for such request must be given. Such days may or may not be deducted from sick leave, at the discretion of the Superintendent.
5. Emergency leave may be granted by the Superintendent.

**B. Leave of absence without pay:**

Leave of absence without pay may be granted to employees who have completed at least one (1) full year of employment, unless otherwise stated below, and upon the recommendation of the Superintendent.

Maternity, paternity, adoption, and child rearing leave will be granted subject to the following conditions:

1. A leave notice should be processed through the office of the Superintendent at least eight (8) weeks before anticipated date of departure. Tentative date of intention to return should also be indicated at this time.
2. An employee who becomes pregnant may continue to work until the employee requests relief from duties or the Superintendent determines that the employee's condition interferes with her carrying out her employee duties based upon the recommendation of the employee's attending physician.
3. Maternity Leave will be granted for up to twelve (12) weeks or up to eight (8) weeks per childbirth or adoption whichever provides the greatest benefit to the employee.
4. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefore are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Upon submission of a physician's letter stating a period of temporary disability, the employee will be able to draw on her accumulated sick leave.
5. An employee can receive unpaid parental leave as requested for a period up to fourteen (14) months, after the date of birth or adoption of a child, unless the employee wishes to extend unpaid leave until the beginning of the school year in the first fall following the expiration of the fourteen (14) month period. But, in such event, the employee shall give the Superintendent written notice of his/her intent to so extend the leave at least eight (8) weeks prior to the expiration date of leave.
6. At the expiration of the leave, the employee is expected to return to duty, request leave under other provisions of this contract, or submit a letter of resignation. The absence of any of the above actions will result in termination of employment.

7. The leave may be terminated prior to its expiration upon eight (8) weeks prior notification by the employee to the Superintendent and written approval of the attending physician at the sole discretion of the Superintendent. When feasible, a reasonable adjustment of time may be made in order to coincide with a normal break in the school year, e.g. vacations or semester break.
- C. The Superintendent may grant a leave of absence without pay or increment of up to one (1) year to an employee for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Superintendent.
- D. The Superintendent may grant an employee a leave of absence, without pay or increment, for up to one (1) year for health reasons. Requests for such health leave will be supported by appropriate medical evidence. Additional leave may be granted at the discretion of the Superintendent.
- E. All requests for leaves, or for extensions or renewals of leaves, will be applied for in writing and must have the Superintendent's approval. All requests will be answered by the Superintendent in writing. Employees on leave shall notify the Superintendent in writing by March 1, indicating their intention to return for the succeeding school year. Failure to comply with this March 1 notification will be considered a voluntary resignation of employment.
- F. All benefits to which an employee was entitled at the time of his/her leave of absence including unused accumulated sick leave will be restored to him/her upon his/her return. He/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not available, he/she will be assigned a position as similar as possible to the position he/she held when the leave commenced.
- G. Other leaves of absence without pay may be granted by the Superintendent.
- H. Paternity and adoption leave will be granted in accordance with state and federal law.
- I. Should one-half (1/2) or more of the employee year be completed, the employee will be treated for salary schedule advancement as if service has not been interrupted.
- J. The Superintendent may grant a leave of absence without pay of up to two (2) years to an employee who joins the Peace Corps or serves as an exchange employee and is a full-time participant in either of such programs. Any employee who desires to take such leave shall apply to the Superintendent prior to April 1 and be notified of the Superintendent's decision within thirty (30) days of receipt of the application. Upon return from such leave, an employee will be considered

as if he/she had been actively employed by the Superintendent during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

Satisfactory contract completion of service in the Peace Corps will satisfy the increment requirements as described in ARTICLE XVII of the Agreement.

- K. The Superintendent will grant military leave to an employee who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, an employee will be placed on the salary schedule at the level which he/she could have achieved had he/she remained actively employed in the system during the period of his/her absence.
- L. The Superintendent may grant a leave of absence of not more than three (3) years without pay or increment to any employee to campaign for or serve in a full-time public office.
- M. **Benefits affected by leave of absence without pay.** This section will not apply in the case of an employee granted military leave for annual active duty training in any military service of two (2) weeks duration.
  - 1. Sick leave will not accrue during the period the employee is on leave of absence.
  - 2. If the employee is on an unpaid leave of absence she/he will be responsible for premium payments of health and life insurance coverage to the extent required by law.
- N. **Other:**
  - 1. Leave of absence will be granted for a period not to exceed one (1) school year.
  - 2. Requests for a leave of absence not covered by this Agreement will be considered by the Superintendent. In judging all requests for such leaves, factors such as employee attendance, attitude toward job, and the basic reason for the request will be reviewed before a decision is rendered.
  - 3. All benefits to which an employee was entitled at the time the leave of absence commenced including unused sick leave will be restored to the employee upon his/her return.

**ARTICLE XII**  
**INSURANCE, ANNUITY PLAN, WORKER'S COMPENSATION AND**  
**EMPLOYEE LIABILITY COVERAGE**

- A. The Town of Granby agrees to pay 64% of the cost of a family or two person plan or 74% of the cost of an individual plan on current plans or a comparable plan. The Committee approves the deduction of the employee's share for a participating member.
- B. The Town of Granby agrees to pay one-half (1/2) the cost of a \$2,000.00 life insurance policy (which includes an additional \$2,000.00 accidental death and dismemberment benefit). The Committee approves the deduction of the employee's share for a participating member.
- C. Upon an employee's retirement, his/her life insurance may be continued in the amount of \$1,000 provided the premium is paid by the retiree.
- D. An employee may participate in a tax-sheltered annuity plan established pursuant to the United States Public Law 87-370 and M.G.L., c 71, §37. The employee is the sole contributor to this program.
- E. All regular employees shall be entitled to the benefits under Worker's Compensation Law as provided under M.G.L., c 152, § 69.
- F. All regular employees working thirty (30) weeks or more a year are required to join the Hampshire County Retirement Program.

**ARTICLE XIII**  
**OVERTIME**

Employees who are required to work overtime shall be paid at the rate of one and one half times the normal rate for all hours in excess of forty (40) hours in any work week.

**ARTICLE XIV**  
**PERSONNEL FILE**

An employee shall have the right, upon request, to review the contents of his/her personnel file, excluding confidential recommendations rendered upon initial employment.

**ARTICLE XV**  
**LAYOFF AND RECALL**

All members of the bargaining unit shall have their seniority listed annually. Said list is to be made available to the Association and posted in each building no later than October 1st of each year.

In the event it becomes necessary to reduce the number of employees in this Unit, the Superintendent will take into consideration ability and qualifications, and when these factors are relatively equal the employee's seniority will prevail in continued employment.

Employees laid off will be considered in inverse order of their layoff to positions they are qualified to assume. Recall rights will not exceed two (2) years or the length of service of the laid off employee, whichever is shorter. Employees will be notified as to the intent of layoff prior to June 15<sup>th</sup>, except under extraordinary circumstance.

**ARTICLE XVI**  
**GENERAL**

- A.** If any provisions of this Agreement or any application thereof shall be found contrary to law, then such provision or application shall be deemed invalid and all other provisions or applications of this Agreement will continue in full force and effect.
- B.** There would be no reprisals of any kind taken against any employee hereunder by either the Association or the Committee because of employee membership or non-membership in the Association, or because of employee participation or non-participation in the Association's lawful activities.
- C.** No religious or lawful political activity of any employee covered hereunder will be grounds for any discipline or discrimination with respect to the employment of such employee.
- D.** Copies of this Agreement will be printed at Committee expense and a copy given to the employee covered hereunder.
- E.** This Agreement constitutes the complete understanding between the Parties hereto, and may not be modified, altered or changed during the term thereof except by mutual agreement of the Parties. The Committee will carry out the commitments contained herein and give full force and effect as the Committee's policy. The Committee will amend its policies and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.

**ARTICLE XVII**  
**COMPENSATION SALARY AND WAGES**

	11-12	12-13
Step	Hourly	Hourly
A	13.67	13.80
B	14.16	14.30
C	14.68	14.82
D	15.22	15.37
E	15.78	15.94
F	16.37	16.54
G	16.94	17.11
H	17.44	17.62
I	17.62	17.80

- A.** Employees hired after the start of a school year will have to be employed for 91 work days in order to receive a step raise at the beginning of the following school year. Step raises will only be awarded at the beginning of each school year.
- B. Longevity:** - Paraprofessionals who are entitled to a longevity payment will receive an additional longevity payment of \$250 in each year of contract, September 2011 and September 2012.
1. An employee who has worked in the Granby Public Schools for fifteen (15) years will receive a stipend of \$250 effective July of the sixteenth (16<sup>th</sup>) year of employment.
  2. An employee who has worked in the Granby Public Schools for twenty (20) years will receive a stipend of \$450 effective July of the twenty-first (21<sup>st</sup>) year of employment.
  3. An employee who has worked in the Granby Public Schools for twenty-five (25) years will receive a stipend of \$650 effective July of the twenty-sixth (26<sup>th</sup>) year of employment.

4. An employee who has worked in the Granby Public Schools for thirty (30) years will receive a stipend of \$850 effective July of the thirty-first (31<sup>st</sup>) year of employment.
  5. An employee who has worked in the Granby Public Schools for thirty-five (35) years will receive a stipend of \$1,050 effective in July of the thirty-sixth (36<sup>th</sup>) year of employment.
- C.** Employees may elect to be paid this annual rate in one of the following manners: such election will be made, in compliance with IRS regulations.
1. The annual wage will be divided into bi-weekly pay periods and will be paid from the first payday in September through the last payday in June.
  2. The annual wage will be will be paid by one of the two following methods:
    - a. Bi-weekly pay periods from the first payday in September, through the last payday in June, plus July and August bi-weekly installments on the last payday in June.
    - b. Bi-weekly installments from the first payday in September, through the last payday in August.



**Article XVIII**  
**AGENCY SERVICE FEE**

- A.** The Committee agrees to deduct from the salaries of its employees dues for the Granby Educators' Association, Massachusetts Teachers' Association, and the National Education Association as said employees individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Association. Employee authorizations will be in writing on a form agreed upon by the Association and the Superintendent.
  
- B.** All members of the Bargaining Unit who are not members of the Association shall be required to pay an agency service fee, which shall be in an amount which shall be commensurate with the cost of collective bargaining and contract administration as determined by the Association, but in no instance greater than the annual dues and shall be certified annually to the committee by the Treasurer of the Association. The School Committee will, upon request, provide the necessary documentation to establish that an individual is a member of the bargaining unit.

In the event that an employee fails or refuses to pay the agency service fee, the Association shall take appropriate legal action to collect the fee.

The Association agrees that it will indemnify and hold the School Committee harmless for any action taken against an Employee as a result of this agency service fee agreement, including but not limited to, any legal expenses incurred.

**Article XIX**  
**Tuition Reimbursement**

- A.** The School Committee agrees to budget an amount of \$1,000 in the first year of the contract, \$1,250 for year two of the contract, and \$1,500 in year three of the contract for the purpose of reimbursement of to paraprofessionals for the cost of tuition for courses at accredited colleges, universities, or other professional training schools, which are taken with the advance approval of the Principal and Superintendent. Such approval will not be unreasonably withheld.

Each paraprofessional who has completed an approved course, and who shows proof of successful completion of the course with a passing grade and receipt for payment, will be reimbursed for the cost of tuition to a maximum amount of the current tuition rate per graduate credit (exclusive of fees) set by UMass/Amherst.

- B.** Reimbursement for course work will be made after submission of properly completed form. Form will include date completed by paraprofessional, date sent to Town Hall, and date returned to employee.

**ARTICLE XX**  
**DURATION**

The provisions of this Agreement shall be effective as of September 1, 2011 or the first day of the work year. This Agreement shall continue and remain in full force and effect through August 31, 2013 and shall thereafter automatically renew itself for successive terms of one (1) year unless either the Committee or the Association shall have given the other written notice of its desire to modify or terminate the Agreement.

In witness whereof the parties of this Agreement have caused these presents to be executed by their agents hereunto duly authorized and their signatures to be affixed hereto; as of the date first written above.

\_\_\_\_\_  
Chairman  
Granby School Committee

\_\_\_\_\_  
President  
Granby Educators' Association

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

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

GEA/Unit D

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APPENDIX A .....i

**APPENDIX A**

**GRANBY PUBLIC SCHOOLS  
PARAPROFESSIONAL SUMMATIVE EVALUATION**

During the \_\_\_\_\_ school year \_\_\_\_\_ name \_\_\_\_\_ was assigned to the \_\_\_\_\_ school \_\_\_\_\_. Their responsibilities include but were not limited to: \_\_\_\_\_  
\_\_\_\_\_. The following is a summative evaluation based on formal (see attached) and/or informal observations throughout the year. The criteria for this evaluation is outlined in the Granby School Paraprofessionals, Unit D contract; September 1, 2011 – June 30, 2013.

Each area is rated as follows:

E – Excellent                      S – Satisfactory                      NI – Needs Improvement

Currency of the employee relative to the requirements of the assigned job.                      E                      S                      NI

Comments:

Demonstrates positive interactions with teachers, parents and students.                      E                      S                      NI

Comments:

Demonstrates flexibility in the work environment.                      E                      S                      NI

Comments:

Works toward creating a work environment that is positive and supportive of the school's mission.                      E                      S                      NI

Comments:

Maintains an appropriate standard of behavior, mutual respect and safety in his/her interactions with administration, teachers, parents and students.                      E                      S                      NI

Comments:

Demonstrates sensitivity to the differences among individuals. E S NI

Comments:

Takes responsibility for accomplishing goals and priorities of his/her building and school system. E S NI

Comments:

Has appropriate knowledge of regulations and policies, which directly apply to the position to which he/she is assigned. E S NI

Comments:

Demonstrates the ability to complete assigned tasks as requested by a teacher or immediate supervisor. E S NI

Comments:

Understands and maintains an appropriate level of confidentiality. E S NI

Comments:

Is a reflective and continuous learner. E S NI

Comments:

Overall performance evaluation. E S NI

Comments:

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Signature/date

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Signature/date