

**July 1, 2015 – June 30, 2018**

**AGREEMENT**

**BETWEEN**

**SCHOOL COMMITTEE OF THE TOWN OF NORTON**

**AND**

**NORTON PARA-PROFESSIONAL/LIBRARY MEDIA TECH**

**EMPLOYEES' ASSOCIATION**  
**(final copy 9/3/2015)**

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## **AGREEMENT**

THIS AGREEMENT made and entered into this 27th day of April 2015, by and between the School Committee of the Town of Norton, Massachusetts, hereinafter referred to as the "Committee", and the Norton Paraprofessional/Library Media Tech Employees' Association, hereinafter referred to as the "Association".

## **WITNESSETH**

WHEREAS, the Committee and the Association entered into a collective bargaining Agreement covering the period from July 1, 2015, through June 30, 2018, with respect to the wages, hours and other conditions of employment of the Para-professionals and Library Media technicians employed by the Committee; and

WHEREAS, said Agreement terminates on June 30, 2018 and the Committee and the Association desire to enter into a new agreement with respect to the wages, hours and other conditions of employment of said employees.

NOW, THEREFORE, it is mutually agreed between the Committee and the Association as follows:

## **ARTICLE I**

### **RECOGNITION**

1. The Committee recognizes the Association for the purpose of collective bargaining with respect to wages, hours and other conditions of employment and the negotiation of collective bargaining agreements and any questions arising there under as the exclusive bargaining agent and representative of a bargaining unit consisting of all Para-professionals' and Library Media Technicians.

2. The Committee and the Association agree that the provisions of this Agreement shall be applied without regard to race, color, disability, religious creed, age, sexual orientation, sex or national origin, and that they will not during the term of this Agreement nor at any other time, directly or indirectly or in any manner whatsoever, apply or attempt to apply any discipline, discrimination or penalty against any employee who engages or refrains from engaging in lawful Association activities.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

1. The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be construed to derogate from or impair any power, right or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. The Committee retains all the powers, rights and duties that it has by law and may exercise the same at its discretion.

2. The Committee has the responsibility for establishing goals, policies and accountability standards for the school district and for the review and approval of the district's budget.

3. The Superintendent, as the chief executive officer of the school district, has the responsibility for managing the school system and implementing the policies established by the Committee. Except when it can be clearly shown that conduct or action by the Superintendent or other managerial employees is in violation of a specific provision of this Agreement, the right to manage and operate the schools and to direct the working forces shall not be the subject of a grievance proceeding hereunder.

## **ARTICLE III**

### **NO STRIKES**

1. A strike is defined as the refusal of an employee, in concerted action with others, to report for duty, or their willful absence from their position, or their stoppage of work, or their abstinence in whole or in part from the performance of the duties of employment as established by this Agreement or as established in a collective bargaining agreement between the Committee and the Association expiring immediately preceding the strike.

2. The Association and any said employee shall not engage in a strike, and no said employee or the Association shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by any such employee.

3. No compensation shall be paid by the Committee to any employee with respect to any day or part thereof when such employee is engaged in a strike against the Committee.

4. Any employee who engages in a strike shall be subject to discipline and discharge proceedings by the Superintendent.

#### **ARTICLE IV**

#### **BULLETIN BOARD**

1. The Superintendent agrees to provide the Association a single bulletin board in a common area away from the main office in each school building for the posting of notices by/for the Association. The Association agrees that it will not cause, encourage, or permit the posting of notices which contain propaganda or which are inflammatory, partisan, controversial, or derogatory to the Committee or its employees. Each notice or bulletin shall be put up by the school representative and removed as soon as it has served its purpose.

2. Except as is provided for in Paragraph 1 above, there shall be no distribution or posting by any employee or by the Association any pamphlets, advertising or political matter, notices or any other kind of literature on the premises owned or operated by the Town of Norton or under the control or supervision of the Committee

#### **ARTICLE V**

#### **HOURS OF WORK**

1. The regular workweek for paraprofessionals and library media technicians shall consist of not more than thirty-two and one-half (32 1/2) hours, scheduled over five (5) workdays, Monday through Friday. Paraprofessionals and Library Media Technicians shall be guaranteed one hundred eighty-two (182) workdays a year. The days are comprised of 180 school days, Welcome Back Day, and Professional Development Day.

2. The starting and ending times of the daily work schedules of paraprofessionals/library media tech shall be determined and fixed by the starting and ending times of each employee's Building Principal; and such schedules may be changed time to time by the principal to meet changing positions of operations. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods. Each employee shall have a daily duty free lunch period without pay as

provided to the classroom teacher. Should the presence of the employee be requested by the principal and approved by the Superintendent, due to an emergency situation, such as a bus accident or structural building problem, the employee will be compensated at the employee's rate of pay.

3. When early release days are noted as early release for Professional staff it will also be early release for paraprofessional staff with pay.

## **ARTICLE VI**

### **HOLIDAYS**

1. The following eleven (11) days, except as is noted, shall be considered holidays for employees who are employed in positions which have a work year consisting of ten (10) months: the first day of January, Martin Luther King's Birthday, the third Monday in February, Good Friday, except when schools are in session on said day, the Third Monday in April, the last Monday in May, the first Monday in September, the second Monday in October, Veterans' Day, Thanksgiving Day, and Christmas Day. When a holiday falls on Sunday the following Monday shall be observed as the holiday.

2. Each employee whose presence on duty is not required to maintain essential services shall be excused from duty on said holidays and shall receive holiday pay at the employee's regular hourly straight time rate for the number of hours equal to the employee's regular daily working schedule except as is otherwise provided in the Article.

3. To be eligible for holiday pay an employee must have been employed by the Committee for a period of at least thirty (30) days and must be in a pay status on their scheduled work day immediately before and their scheduled work day immediately after the holiday.

## **ARTICLE VII**

### **PROBATIONARY PERIOD**

1 The first ninety (90) work days of continuous employment of any newly hired employee shall constitute the employee's probationary period. After (30) days the employee, if eligible, will receive all benefits. No transfer, layoff, suspension, discipline or discharge made during an employee's said probationary period shall be construed as a violation of any of the provisions of this Agreement or shall be subject of a grievance proceeding hereunder.

2. An employee who voluntarily transfers to a new position, in his/her classification, whose performance during the probationary period of ninety (90) work days is deemed unsatisfactory, will return to his/her previous position. The least senior member will be laid off.

3. An employee who is involuntarily reassigned within his/her classification to a new position shall have his/her probationary period waived.

## **ARTICLE VIII**

### **SENIORITY**

1. An employee's seniority shall begin after the completion of the employee's probationary period and shall be retroactive to the first day of the employee's current employment by the Committee.

2. Seniority shall be applied among the employees in the bargaining unit who are qualified and available to perform the required work.

3. An employee shall cease to have seniority and employment by the Committee and shall be considered terminated for all purposes when:

(a) The employee voluntarily leaves the Committee's employ.

(b) The employee is discharged for just cause.

(c) Having been laid off for lack of work, the employee fails to report for work after being recalled in accordance with the provisions of Paragraph 8 of Article XI hereof.

(d) The employee qualifies for payments under the provisions of the Massachusetts Workers' Compensation Law pertaining to permanent or total disability, effective at the time the Industrial Accident Board determines the eligibility for such payments.

(e) The employee is absent from work in a non-pay status for any reason for a continuous period exceeding fifty-two (52) weeks, provided, however, that, except as is provided in subparagraph (d) immediately above, if the employee is unable to work because of an injury incurred in the course of their employment which is compensable under said Workers' Compensation Law, the period of absence as provided in this subparagraph (e) shall be extended for the period of time the employee continues to receive disability payments for said injury .

## **ARTICLE IX**

### **VACANCIES**

1. Written notice of all vacancies which shall occur in positions in all bargaining units shall be posted on a bulletin board in each school building and via email to all paraprofessionals throughout the year (including summer positions). The written notice shall indicate the duties, qualifications and rate of pay of the position and date within which applications should be filed with the Superintendent or Building Principal. Postings shall be posted internally for 5 days and on the 6<sup>th</sup> day positions may be solicited from persons outside the bargaining unit. Such date shall not be less than seven (7) days from the date of the posting of the notice, except in cases of emergency. Applicants for such positions may also be solicited from persons outside the bargaining unit.

2. All such vacant or new positions shall be filled by the selection of an employee from the bargaining unit on the basis of their Performance, Qualifications, Seniority and Principals Discretion if the qualifications of the employees are, in the opinion of the Superintendent and the Building Principal, substantially equal to those of any other applicant. Written notice of each appointment will be given to all employees in the bargaining unit who made written application for the position. The decisions of the Superintendent and Building Principal in selecting applicants for such positions shall not be subject to the Grievance Procedure provided for in this Agreement.

a. Signed Performance: Evaluations and commendations as well as reprimands that are filed in the employees personnel file.

b. Qualifications: College Degree (AA BA/BS or MA/MS), Certificate in related field, Para assessment, experience in field as para or experience in relation to posted position and other as defined in writing by the Superintendent or his/her designee.

c. Seniority: Based on published list that is published by the 15<sup>th</sup> of September of each year.

d. Principals Discretion: As determined by the principal.

3. An employee selected to fill any such vacant position shall be given a thirty (30) day trial period in the new position at the applicable rate of pay for the position. If at the end of such trial period it is determined by the Building Principal that the employee's performance in such position is not satisfactory, the employee shall be returned to their old position and rate of pay. The said determination of the Building



Principal shall not be subject to the Grievance Procedure provided for in this Agreement.

## **ARTICLE X**

### **EVALUATIONS**

1. Each employee will be evaluated a minimum of once each school year using the agreed upon instrument. Evaluations may be conducted twice yearly. The evaluation will be completed including the written summation and conference prior to May 15<sup>th</sup> each year. The performance of an employee shall be evaluated yearly by his/her principal and/or designee. Any written report of an employee's performance shall be discussed with such employee prior to its submission to the Superintendent for filing in the employee's personnel file. The employee shall acknowledge that such a report has been discussed with him/her by signing his/her name to the copy of the report to be filed. The employee shall also have the right to answer any such report in writing. His/her answer shall be attached to the evaluation report and filed in his/her personnel file. Employee's shall have two (2) working days to review, sign and return his/her evaluation form to his/her building principal.

## **ARTICLE XI**

### **REDUCTION IN FORCE**

1. In the event it becomes necessary for the Superintendent to reduce the number of employees in the bargaining unit because of budgetary limitations, reorganization or other similar reasons, the procedures set forth in this Article will govern the layoff and recall of employees who are affected by any such reduction.

2. The Superintendent shall have the sole discretion in determining which position or positions or which type or types of positions are to be eliminated.

3. In determining which of its employees are to be laid off to accomplish any such reduction in force, the Superintendent will take into consideration the FOLLOWING:

- a. QUALITY OF THEIR PAST PERFORMANCE-All evaluations, reprimands and commendations filed in the employee's personnel file and Principal's recommendation in consultation with the Director of Pupil Personnel Services/Special Education.

b. SENIORITY-As per Article VIII.

c. QUALIFICATIONS-As per Article IX 2b.

d. Where, in the opinion of the Superintendent, the qualifications and quality of past performance of employees are substantially equal, employees will be laid off in the order of their seniority in the position involved, those with the least seniority to be laid off first. The standard of review in any arbitration arises out of or with respect to any decision made by the Superintendent under the provisions of this Paragraph 3, other than a grievance arising out of a determination of an employee's seniority, shall be whether the Superintendent was arbitrary or capricious in making his decision. The arbitrator shall not substitute their judgment for that of the Superintendent in evaluating the qualifications and quality of past performance of such employee.

4. An employee whose position is eliminated may be permitted to replace an employee with less seniority. In determining whether such replacement will be permitted, the Superintendent will take into consideration the qualifications and past performance of such employees and their seniority as hereinafter defined. Where, in the opinion of the Superintendent, the qualifications and quality of past performance of such employees are substantially equal, the employee with the greatest seniority will be given preference for the position. The standard of review in any arbitration arising out of or with respect to any decision made by the Superintendent under the provisions of this Paragraph 4, other than a grievance arising out of a determination of an employee's seniority, shall be whether the Superintendent was arbitrary or capricious in making his decision. The arbitrator shall not substitute his judgment for that of the Superintendent in evaluating the qualifications and quality of performance of such employee.

5. Seniority, except as is otherwise provided herein, shall mean an employee's length of service in years, months and days in the employ of the Committee in this bargaining unit. In cases involving employees who have identical seniority, lots will be drawn by such employees to determine seniority. In determining in any particular job classification which employee shall be reached for reduction in force the employee's seniority shall mean their seniority in a position in such job classification.

6. An employee who is to be laid off shall be given written notice by June 1<sup>st</sup>.

7. A full-time employee, who has been laid off or in lieu of being laid off has been reduced to a part-time position in the bargaining unit, shall be entitled to recall rights, in the inverse order of their layoff or reduction to a part-time position, as the case may be, to a full-time

position for which the employee is qualified for a period of eighteen (18) months, except as is otherwise provided herein, from the effective date of their layoff or reduction to a part-time position. A part-time employee, who has not been involuntarily reduced to a part-time position, who has been laid off shall be entitled to recall rights, in the inverse order of their layoff, to a part-time position for which the employee is qualified, for a period of eighteen (18) months, except as is otherwise provided herein, from the effective date of their layoff. If a full-time employee, who has been selected for reduction in staff, accepts a part-time position, such employee shall retain recall rights to the next available full-time position.

8. During the recall period, an employee will be notified by certified mail, addressed to their last address of record, of the Superintendent's intent to recall the employee. The employee must notify the Superintendent, in writing, of their acceptance of an offer of recall within fifteen (15) days from the date of their receipt of said certified mail. The employee's failure to so notify the Superintendent of their acceptance or refusal of any such offer or their failure, after accepting any such offer, to report for duty on the date indicated shall mean no longer employed. Management can terminate after 6 months after first call back.

9. To the extent allowed by law and the insurance carrier's policy, employees may continue, during the period they are eligible for recall, the group health and group life insurance, which is provided to members of the bargaining unit, by paying the full amount of the premium for such insurance to the Town Treasurer. In the event any such employee fails to make payment of said premium or refuses any offer of recall to a full-time position, as the case may be, their option to continue such insurance shall terminate. A part-time employee may decline an offer of full-time employment without loss of their option to continue such insurance.

10. An employee, who is reemployed by the Superintendent within said eighteen months period after the termination of their employment under the provisions of this Article, shall have restored to them all benefits the employee had accumulated at the time of their layoff.

11. The provisions of this Article shall not apply to the termination of an employee for any reason other than the reasons specified in PARAGRAPH 1 hereof.

## **ARTICLE XII**

### **SICK LEAVE**

1. Sick leave shall be granted, without loss of pay, to all full-time employees, who are unable to work because of illness or injury, except an injury which is incurred in gainful employment or self-employment other than as an employee of the Committee. Employees, who are employed in positions which have a work year consisting of ten (10) months, shall accrue sick leave at the rate of one and one-quarter (1 1/4) days for each month of actual work performed for a total of twelve (12) days per year. Sick leave shall be cumulative from one year to the next, subject to a maximum accumulation of one hundred and seventy-five (175) days. Each employee will be given by September Fifteenth of each year a written statement of the accumulated sick leave days the employee has to his/her credit, Employees hired after July 1, 2008 will not be eligible for sick leave buy-back.

2. Each part-time employee who works a regularly scheduled workweek shall be entitled to receive pro rata sick leave prorated on the basis of the regular workweek established in Article V of this Agreement.

3. An employee may be granted sick leave in excess of the amount which shall have accrued to their credit. Requests for such advanced sick leave shall be submitted to the Superintendent for his approval. If the employment of an employee who has been granted advanced sick leave shall be terminated before the full amount of such advanced sick leave shall be earned, the amount of compensation owed shall be deducted from the employee's final pay check. The disapproval of any such request for advanced sick leave shall not be subject to the Grievance Procedure provided for in this Agreement.

4. Employees shall give notification to the office of the Superintendent as soon as possible after the beginning of any illness or the occurrence of any injury which prevents them from reporting for work. Employees may be required to submit medical certificates in support of requests for sick leave.

Medical certification may be requested in any of the following circumstances:

a. When an employee has been out for 3 or more consecutive days.

b. When an employee is out immediately preceding or following a holiday or break period.

c. In any case after an employee has been notified in writing that they are suspected of sick leave abuse. Such notification shall be based on the judgment of the District and not subject to the grievance or arbitration procedures.

5. A full-time employee who is unable to work because of an occupational injury, which is incurred in the course of the employee's employment by the Committee and which is compensable under the Massachusetts Workers' Compensation Law, shall, upon the employee's written request to the Superintendent, receive as a charge against the employee the amount the employee receives as workers' compensation.

6. An employee may utilize up to twelve (12) days per year of their sick leave in the event of a serious illness of their children, stepchildren, grandchildren, parents, or spouse, per school year. This provision shall also apply to any other relative or any other person residing in the same household of the employee. The Superintendent may request medical certification, after three (3) days, to support a request for such paid family leave. The medical certification must set forth: the date on which the serious health condition commenced; the probable duration of the condition; and, the appropriate medical facts within the knowledge of the health care provider regarding the condition.

7. Each employee hired before July 1, 2008 who retires after the completion of twenty (20) continuous years shall for the purpose of retirement buy back the following sick time:  
Days #1-50 will be at twenty-five (25) dollars per day or \$1250.00 and  
Days #51-100 will be at forty (40) dollars per days or \$2000.00 for a total up to 100 days of \$3250.00  
This benefit will be provided to the estate of the employee if death precedes retirement after twenty (20) years. This contract makes no provisions for sick leave buy back for employees hired after July 1, 2008. New employees may earn up to 180 days.

### **ARTICLE XIII**

#### **FAMILY AND MEDICAL LEAVE ACT**

<http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

1. Notwithstanding anything in this agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave Act of 1993 ("FMLA"), or take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA"). The FMLA is a federal law that provides for up to 12 weeks of unpaid leave each year for the birth, adoption or placement of a child, or the serious health condition of the employee or an immediate family member. The SNLA is a state law that provides up to 24 hours per year

of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employee's child, accompanying an employee's child to routine medical or dental appointments, or accompanying an elderly relative of the employee to routine medical or dental appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes. The employer may designate qualifying paid or unpaid leave as FMLA leave. In the event that an employee qualifies for Family and Medical Leave, the District has the right to designate sick or other leave as Family or Medical leave in accordance with the Family and Medical Leave Act. The district shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this agreement.

2. Family and Medical leave shall be granted in accordance with applicable state and federal laws, and School Committee policy. Leaves under the FMLA and MMLA will run concurrently.
3. An employee who is disabled from working by reason of pregnancy, who takes Family Leave under this Article may use contractual sick leave benefits for the period of incapacity.
4. Child Rearing Leave: With the approval of the Superintendent, an employee may take an unpaid child rearing leave to extend beyond FMLA or MMLA leave. The employee must apply in writing at least 30 days before the start of the extended leave (including paid or unpaid leave). The leave may not exceed the balance of the year in which the original leave (including FMLA or MMLA) commences, plus one full academic year. The employee may also apply for a leave that includes only the balance of the current year, or that ends at the midpoint of the following year. Other return dates may be chosen if they are mutually agreed by the employee and the Superintendent (or designee).
5. If the employee elects to remain on leave for the full school year after the year in which the leave commences, the employee must provide notice of intent to return on or before March 1, or the employee will be treated as having resigned from employment, unless the employee has been granted additional leave under this agreement.
6. If the employee does not return after the maximum leave set forth herein will be separated from employment, unless the employee has been granted additional leave under this agreement.

7. All benefits to which the employee was entitled when the child rearing leave commenced, including unused accumulated sick leave, will be restored to him/her upon return and he/she will be placed on the applicable salary schedule at the step which he/she had attained when his/her leave commenced except that an employee who had worked ninety (90) days or more in the school year in which his/her leave commenced will be placed on the next step of the applicable salary schedule. The employee returning from such leave will be assigned to the same position which he/she held at the same time said leave commenced or, if that is not practicable, to a substantially equivalent position for which said employee is qualified for.

#### **ARTICLE XIV**

#### **PERSONAL LEAVE**

1. Personal day usage during an employee's first year of service will be available for use after the employee's probationary period. Personal days for an employee's first year of service per contract will be prorated to one (1) for every four (4) months worked. Each employee, who has completed his/her probationary period and who is employed as a paraprofessional or a library media tech shall be entitled, subject to the limitations and provisions hereinafter set forth to two (2) such personal leave days.

2. Personal leave days shall not be taken on the day before or day after a holiday or a vacation period or a day on which the employee is not in a pay status except at the sole discretion of the Superintendent and is not subject to grievance. (An exception to the rule is if it is an emergency or gives 3 weeks' notice to the superintendent for review.) Requests for personal leave shall be submitted to the Superintendent and/or the Building Principal in writing. The specific reason for the personal leave need not be given unless the personal leave is for three (3) or more consecutive days. The Superintendent's disapproval of an employee's request for personal leave days in excess of three (3) consecutive days shall not be subject to the Grievance Procedure set forth in Article XIX of this Agreement. Personal leave days which are not used shall accumulate and be available for use in succeeding work years, except that no employee shall be permitted to have over an amount of five (5) days.

3. At the end of the school year an employee has the option of transferring any unused personal days from the current year not eligible for carryover to the succeeding work year to his/her accumulated sick leave. Notification must be received from the employee to the Payroll Office prior to June 30th of the current fiscal year for the conversion to be registered.

## **ARTICLE XV**

### **FUNERAL LEAVE**

1. Each employee shall be granted a leave of absence without loss of pay for a period not in excess of five (5) days in the event of death in their immediate family. In-laws and grandparents, not actually domiciled with the employee, or for who the employee is not the primary caregiver, will have 5 consecutive work bereavement days in the current school year, available, up to and including the day of the funeral. Of these five (5) days any number may be set aside for services conducted at a later date. Documentation may be requested. Up to two (2) additional days may, in the discretion of the Superintendent, be granted without loss of pay. Immediate family shall include parent, spouse, significant other, child, stepchild, grandchild, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandparent-in-law and any other member of the employee's immediate household. One (1) day leave of absence without loss of pay shall be granted in the event of the death of an aunt, uncle, niece, or nephew.

2. A staff member should be granted a personal day to attend a funeral/memorial service for a person not falling under the current guidelines before or after a vacation/holiday without losing the holiday pay. Documentation must be provided.

## **ARTICLE XVI**

### **MATERNITY LEAVE**

1. A leave of absence shall be granted for maternity purposes to female employees on the terms and conditions set forth in this Article.

2. The employee shall notify the Superintendent in writing, near the end of their fourth month of pregnancy, of the date the employee wishes to commence their leave of absence. Such notice shall include a written statement from their physician attesting to the employee's ability to continue performing the full schedule of their duties and responsibilities. The employee shall be permitted to continue on active duty until such date, provided the employee does perform the full duties and responsibilities of their position and furnishes additional statements from their physician upon the reasonable request of the Superintendent or his designee.

3. The employee may elect to utilize their accumulated sick leave during their period of physical disability. Sick leave shall be paid only during the time period in which a physician certifies the employee to



be physically disabled and only to the extent of the number of sick leave days the employee has accumulated.

4. The leave of absence, except as is otherwise provided herein, shall be for a period of up to one (1) year from the date of its commencement. The employee will be permitted to return to duty by mutual agreement, not subject to grievance procedure. The employee must notify the Superintendent in writing at least sixty (60) days prior to the date the employee wishes to return and furnish a statement from their physician attesting to their ability to resume the full performance of the duties and responsibilities of their position. If the employee fails to notify the Superintendent in writing within sixty (60) days prior to the expiration of such leave of their desire to return to duty or does furnish such written notice and fails to return to duty within one (1) year from the date the leave of absence commenced, unless such leave is extended beyond said one (1) year period as herein provided, the employee shall be deemed to have resigned, and the obligation of the Committee to provide a position for the employee shall cease.

5. All benefits to which the employee was entitled at the time their leave of absence commenced, including any unused herein, shall be restored upon their return, and the employee shall, except as is otherwise provided herein, be assigned to the same position which the employee held at the time such leave commenced, if such position is available, or, if it is not available, to a substantially equivalent position. The determination as to what constitutes a substantially equivalent position shall be made by the Superintendent in each case. The Superintendent shall not be required to restore an employee on maternity leave to their previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of their maternity leave; provided, however, that the employee on maternity leave shall retain any preferential consideration for any other position to which the employee may be entitled as of the date their leave commenced.

## **ARTICLE XVII**

### **JURY DUTY**

1. An employee who is required to serve and does serve on jury duty shall be paid the difference between the amounts of compensation the employee receives for such jury duty and their regular pay for their normal workweek.

## **ARTICLE XVIII**

### **COURSE OR WORKSHOP REIMBURSEMENT**

1. The Committee agrees to provide professional development reimbursement to members of the bargaining unit. The stipulations include: pre-approval of the course/workshop, must be directly related to employee's job responsibilities. Days in which courses may be taken would be considered professional. Reimbursement of a Course shall be contingent upon the employee's obtaining a satisfactory grade (C or better) in any such course. The employee must submit evidence of such completion and payment. Reimbursement of a workshop the employee must submit evidence of attendance and proof of payment.

2. Notwithstanding the foregoing, total of all reimbursements shall not exceed \$2500.00 for the school year 2015/2016, \$5000.00 for the school year 2016/2017 and \$7500.00 for the school year 2017/2018. The annual budget amount shall be used to cover all related costs such as travel, parking and substitute costs. This is on a first come first serve basis, \$500.00 for courses and \$300.00 for workshops.

## **ARTICLE XIX**

### **GRIEVANCE PROCEDURE**

1. The Committee and the Association agree that the exclusive method for the adjustment, processing and settlement of a grievance as defined herein shall be in accordance with the grievance procedure prescribed in this Article.

2. A grievance is defined as a question, complaint, or dispute involving the meaning, application or interpretation of or compliance with the terms and provisions of this Agreement, and shall include suspension, demotion, or discharge of an employee. Any matter which is not specifically covered by the provisions of this Agreement or which is reserved to the discretion of the Committee by the terms of this Agreement shall not be the subject of a grievance.

3. Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure:

(a.) Step No. 1 The aggrieved employee shall first present their grievance to their building principal. A representative of the Association may at the request of the aggrieved employee be present at the time the grievance is presented. A grievance which is not presented by an employee to their immediate supervisor within five (5) working days after

the occurrence by any employee affected shall be deemed to have been waived. The supervisor shall advise the aggrieved employee in writing of their decision concerning the grievance within five (5) working days after the grievance was presented.

(b.) Step No. 2 If at the end of the five (5) working days next following the presentation of the grievance at Step No. 1, the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee may within five (5) working days thereafter submit their grievance in writing to the Building Principal on a form furnished by the Committee. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated, and the relief desired. Within ten (10) working days after receipt of the written grievance the Building Principal or their representative shall meet with the aggrieved employee and a representative of the Association. The Building Principal or their representative, as the case may be, shall within five (5) working days after the conclusion of said meeting advise the aggrieved employee and the Association of their decision concerning said grievance.

(c) Step No. 3 If at the end of the fifteen (15) working days next following the presentation of the grievance at Step No. 2, the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee may within five (5) working days thereafter submit their grievance in writing to the Superintendent. Within ten (10) working days after receipt of the written grievance, the Superintendent shall meet with the aggrieved employee and a representative or representatives of the Association. The Superintendent shall, within ten (10) working days after the conclusion of said meeting, advise the aggrieved employee and the Association of its decision concerning said grievance.

(d) Step No. 4 If the Association is not satisfied with the disposition of the grievance at Step No. 3 or if no decision has been rendered within ten (10) working days after said meeting of the Superintendent, the Association, and the aggrieved employee, the grievance may be submitted to arbitration in accordance with the following procedure:

(1) The request for arbitration may be made by the Association or by the Superintendent by notification in writing to the other party within fourteen (14) working days after the date of the receipt by the Association of the final determination of the Superintendent made under the procedure provided in said Step No. 3.

(2) Within five (5) working days after the receipt of such notification, the Superintendent and the Association shall jointly submit the grievance to the Board of Conciliation and Arbitration, Boston, Massachusetts, for disposition in accordance with the applicable rules of

said Board.

(3) The request for arbitration shall state the alleged violation of this Agreement and shall state the remedy or the relief sought by the party requesting arbitration.

(4) The authority of the arbitrator shall be limited to the provisions of this Agreement and to the question or questions which are submitted, provided, however, that the arbitrator shall not have any authority to establish wage rates nor to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement.

(5) The decision of the arbitrator shall be final and conclusively binding upon the Association, the Superintendent and the aggrieved employee.

(6) The expenses of arbitration shall be shared equally by the Committee and the Association.

4. By mutual agreement in writing between the Superintendent and the Association, a grievance otherwise subject to the grievance procedure may be submitted directly to arbitration in the manner prescribed above.

5. The time limits hereinbefore specified for the bringing and processing of a grievance hereunder may be extended by mutual agreement of the Superintendent and the Association. The Superintendent and the Association agree not to unreasonably withhold assent to the request by the other for a reasonable extension of such time limits.

## **ARTICLE XX**

### **GROUP HEALTH AND LIFE INSURANCE**

The group health insurance, including the services of health care organizations, and the group life insurance provided by the Town of Norton to its employees and to the employees of this Committee shall be available to employees of this bargaining unit.

## **ARTICLE XXI**

### **MISCELLANEOUS**

1. An employee who attends a mandatory workshop in accordance with an assignment by the Superintendent or Principal shall be considered in a duty status for the number of hours, not to exceed seven (7) hours in a single workday, the employee is in attendance at

such workshop and shall be paid for such hours at their regular hourly rate of pay.

2. Any physical examination, x-ray, or immunization which the Committee requires of an employee shall be paid for by the Committee.

3. An employee shall not be required to use their own motor vehicle in the performance of their work.

4. All employees shall not report for duty on days when school is canceled because of weather or other unforeseen conditions and shall not, except as is otherwise provided herein, be paid for such days. Work days on which school is canceled because of weather or other unforeseen conditions, except such days on which school is canceled because employees are engaged in a strike against the Committee, shall not be made-up unless it is necessary to make up any such days in order to meet the minimum number of one hundred eighty (180) days that students are required by Law to attend school. No member of the unit shall be paid additional compensation for such days that have to be made up.

5. Employees may be excused early by the Building Principal in emergency situations which cause the early dismissal of students for reasons which endanger their health and safety. Employees will be compensated for a full day in such situations if the day does not have to be made up.

6. Paraprofessionals assigned to NHS may during exams (mid terms and finals), with the prior approval of the principal, leave work after the exams are administered (no less than 3.5 hours) and take the remainder of the day off without pay. A form will be provided for documentation purposes.

## **ARTICLE XXII**

### **WAGES**

1. Subject to the provisions of this Agreement, the compensation of each employee shall be determined in accordance with and shall conform to the wage schedules and the effective dates thereof set forth in Appendix A, which is attached hereto and made a part hereof.

2. Each employee shall be placed at the proper step on the wage schedule for the position in which the employee is employed in accordance with the number of years of their continuous employment by the Committee. Each such paraprofessional/library media tech shall on each anniversary date of their employment by the Committee receive

step-increases successively to the next higher rate within their wage schedule provided, however, that not more than thirty (30) workdays in a leave without pay or other period of absence in a non-pay status shall be counted in determining the date of eligibility for a step increase. If on their anniversary date the total of an employee's leave without pay or other absence in a non-pay status is in excess of said thirty (30) workdays, the employee must serve in a pay status a number of days equal to the number of days of leave without pay or other absence in a non-pay status in excess of thirty (30) workdays in order to receive their step-increase.

### **ARTICLE XXIII**

#### **TEMPORARY JOB RECLASSIFICATION**

1. When a paraprofessional is used for more than half a day (3 hours) in the capacity of a teacher or a secretary the Committee agrees to pay the paraprofessional their regular rate of pay plus \$39.00

2. When a paraprofessional is used to cover a classroom or classrooms for 60 minutes or more up to 3 hours of instruction time on a given day, the following rate will apply to the regular rate of pay: \$28.00 for all 3 years of the contract.

### **ARTICLE XXIV**

#### **OVERTIME**

1. Any work performed at the request of the Superintendent in excess of forty (40) hours in any workweek shall be considered overtime and shall be paid for at the rate of one and one-half times the regular rate of pay of the employee. Hours worked for the purpose of computing overtime shall include all hours the employee is in a pay status.

2. When planned field trips are scheduled for a day that is longer than the regular school day, but no more than twice yearly, said employee will be compensated for each full hour of extra service at his/her hourly rate.

**ARTICLE XXV**

**VACATIONS**

**New Employees hired after July 1<sup>st</sup>, 2015 will not be entitled to paid vacation time**

1. Employees hired before July 1, 2015 and who are employed in a position which has a work year consisting of 10 months shall be entitled to vacation pay. It shall be computed on the basis on the employee's straight-time wage rate at the time the employee receives their vacation pay.

2. Earned vacation pay will be calculated on the first day of July of each new fiscal year. Vacation pay is equally distributed among 26 paychecks beginning with the first paycheck in September of the school year. (This is only for employees with a start date prior to July 1, 2015).

3. The amount of vacation pay for full-time and part-time employees in each calendar year shall be determined by the length of their continuous employment by the Committee on the fifteenth day of June in that calendar year. Temporary layoffs or leaves of absence without pay during the period of employment shall not interrupt the continuity of employment of any full-time or part-time employee for the purpose of eligibility for vacations, provided such employees have actually worked not less than two-thirds (2/3) of their normal work year during the 10 month period immediately prior to fifteenth of June.

4. The start of the employee's 5<sup>th</sup>, 10<sup>th</sup> and 15<sup>th</sup> years of service will determine the number of weeks of vacation pay (This is only for employees with a start date prior to July 1, 2015).

Less than 5 years	10 days
Start of 5 <sup>th</sup> year	15 days
Start of 10 <sup>th</sup> year	20 days
Start of 15 <sup>th</sup> year	25 days

5. Each full-time employee and each part-time employee, who whose employment is terminated prior to the fifteenth day of June in any calendar year, shall be considered as having accrued vacation pay, up to the date of their termination on a pro rata basis and shall be paid at the time of their termination for any such accrued vacation. Such pro rata accrued vacation pay shall be determined on the basis of the employee's length of continuous employment on the June fifteenth

immediately preceding the date of the employee's termination of employment.

## **ARTICLE XXVI**

### **LONGEVITY PAY**

1. Each employee who completes the number of years indicated below of continuous employment with the Committee shall be granted a longevity lump-sum payment in the amount set forth below for the number of years of such service the employee has completed.

Ten (10) years	\$700.00
Fifteen (15) years	\$800.00
Twenty (20) years	\$900.00
Twenty-Five (25) year	\$1000.00

2. The longevity pay to which an employee is entitled shall be paid in a lump-sum payment in the first pay period next following the date on which the employee completes the number of years of said employment and shall continue to be so paid each year thereafter on the anniversary of such pay period. Longevity pay shall be paid as part of regular pay check, with only retirement and necessary taxes withheld.

## **ARTICLE XXVII**

### **SICK LEAVE BANK**

1. A sick leave bank shall be established for the purpose of making additional sick leave days available to employees who have completed one (1) year of continuous employment by the Committee, who have exhausted their entire sick leave accumulation, and who have a serious illness or injury. A serious illness or injury for the purpose of this Article shall be one which requires the employee's absence from work for more than ten (10) consecutive work days. Participation in the sick leave bank by employees shall be voluntary.

2. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of three (3) persons. One of such persons shall be the Superintendent and the other two (2) persons shall be appointed by the Association from its membership. The decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the Grievance Procedure. The Sick Bank Committee members consist of: Superintendent of Schools and two members of the Association.

3. The sick leave bank will be initially funded by deducting one



(1) sick leave day from the accrued or accumulated sick leave days of each employee, who has agreed to participate in the bank, and contributing such days to the bank. The Sick Leave Bank Committee shall determine the eligibility of an employee for sick leave days from the bank and the number of sick leave days to be granted in each case. The balance of sick leave days in the bank shall be carried forward from year to year. One (1) sick day will be added to the sick leave bank each year by employees who wish to participate.

4. Sick leave days will be made available only to an employee who has been employed for a continuous period of one (1) year and is participating in the bank, who has exhausted all of their personal sick leave days, and who has been absent from work for a period of ten (10) consecutive work days because of a serious illness or injury. The sick leave days granted by the bank will be retroactive to the first day of the employee's illness or injury. The initial grant of sick leave days from the bank shall not exceed twenty (20), after which the employee may apply for additional days.

5. Requests for sick leave days from the bank shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indicating the nature and extent of the illness or injury and the estimated time that the employee will be absent from work.

6. In administering the Bank, determining eligibility, and the amount of leave, the following general criteria shall be applied by the Bank Committee:

5. Medical evidence of prolonged illness.
6. Prior utilization of eligible sick leave.
7. Other factors as a majority of the Sick Bank Committee may deem appropriate.

7. The Sick Bank accumulation is to be set at a minimum of 220 days and a maximum of 260 days as published by the Superintendent's office each year no later than October 15<sup>th</sup>. It is the responsibility of both parties to review the Sick bank accumulated days at least once yearly prior to November 15<sup>th</sup>.

## **ARTICLE XXVIII**

### **SCOPE OF AGREEMENT**

1. It is agreed that during the course of the negotiations preceding the execution of this Agreement all matters and issues of interest to the Association, to the employees and to the Committee pertaining to wages, hours and conditions of employment have been fully considered and negotiated, that each party was afforded the right to present and discuss proposals pertaining to wages, hours and conditions of employment and that the understandings and agreement arrived at during the course of said negotiations are fully stated in this Agreement.

2. The Association, the employees and the Committee agree that during the term of this Agreement all matters and issues pertaining to wages, hours and conditions of employment are and shall be governed exclusively by and limited to the terms and provisions of this Agreement.

3. Except as otherwise specifically provided, the provisions of this Agreement shall apply only to those employees who are actually working in the current employ of the Committee.

4. No addition to, alteration, modification, or waiver of any term, provision, condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Committee and by the Association.

5. By mutual agreement in writing between the Committee and the Association, any of the time limitations provided in this Agreement may be extended and each of the parties agrees not to unreasonably withhold assent to the request by the other party for a reasonable extension of said time limitations.

6. The failure by the Committee or by the Association in one or more instances to observe or enforce any provision of this Agreement shall not be construed to be a waiver of said provision.

**ARTICLE XXIX**

**DURATION**

This Agreement shall take effect on July 1, 2015 and shall continue in effect to and including June 30, 2018. By October first prior to the expiration of the contract year involved, either the Committee or the Union may give the other written notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination. In the event notice is given of a desire to modify or terminate this Agreement, the Committee and the Association will meet promptly to begin negotiations.

IN WITNESS WHEREOF, the Committee has caused this Agreement to be signed in its name and behalf by its Chairman, hereto duly authorized, and the Association has caused this Agreement to be signed in its name and behalf by its duly authorized representatives, on the day and year first above written.

NORTON PARA-PROFESSIONALS' ASSOCIATION

<u>Diana Cugnale</u> Representative	<u>3/30/15</u> Date
<u>Loretta M. Wilson</u> Representative	<u>3/30/15</u> Date
<u>Mary Lockbutter</u> Representative	<u>3/30/15</u> Date
<u>Jandra O'Sullivan</u> Representative	<u>3/30/15</u> Date
<u>Michele Truci</u> Representative	<u>3/30/15</u> Date
<u>Christine Alvarez</u> Representative	<u>4/1/15</u> Date
<u>Deborah Chen</u> Representative	<u>4/1/15</u> Date
<u>Annem Ramie</u> Representative	<u>4/01/15</u> Date

NORTON SCHOOL COMMITTEE

<u>[Signature]</u> Chairperson	<u>4/27/2015</u> Date
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**APPENDIX A**

<b>STEP</b>	<b>FY 15/16 (2%)</b>	<b>FY 16/17 (1%)</b>	<b>FY 17/18 1.5%)</b>
<b>1</b>	<b>12.89</b>	<b>13.02</b>	<b>13.22</b>
<b>2</b>	<b>13.98</b>	<b>14.12</b>	<b>14.33</b>
<b>3</b>	<b>15.08</b>	<b>15.23</b>	<b>15.46</b>
<b>4</b>	<b>16.18</b>	<b>16.34</b>	<b>16.59</b>
<b>5</b>	<b>17.28</b>	<b>17.45</b>	<b>17.71</b>
<b>6</b>	<b>18.36</b>	<b>18.54</b>	<b>18.82</b>
<b>7</b>	<b>19.46</b>	<b>19.65</b>	<b>19.94</b>
<b>8</b>	<b>19.73</b>	<b>19.93</b>	<b>20.23</b>
<b>9</b>		<b>20.53</b>	<b>20.84</b>
<b>10</b>			<b>21.44</b>

**DEGREE STIPEND**

All three years of contract

<b>Associates Degree</b>	<b>\$100.00</b>
<b>Bachelors Degree</b>	<b>\$200.00</b>
<b>Masters Degree</b>	<b>\$300.00</b>

**AV STIPEND**

All three years of contract

**\$350.00**