

Agreement Between  
the  
Farmington River Regional District School Committee  
and the  
Farmington River Regional District Teachers' Association --  
Educational Support Professionals  
September 1, 2019 - August 31, 2020  
September 1, 2020 - August 31, 2023

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## **PREAMBLE**

Recognizing that our prime purpose is to provide education for the students of the Farmington River Regional School District, and that cooperative effort is essential to the achievement of that purpose, we, the undersigned parties to the Contract, declare that:

- (a) Under the law of Massachusetts, the Committee, elected by the citizens of the towns comprising the Farmington River Regional School District, has final responsibility for establishing the educational policies of the public schools of the District. Except as abridged or modified by this Agreement or any supplements hereto, all of the rights, powers, and authority held by the Committee prior to the effective date of this Agreement are retained by the Committee.
- (b) The Superintendent of the District (hereinafter referred to as the Superintendent) or, in his/her absence, some person duly vested with similar authority, has responsibility for carrying out the policies as established by the Committee and those laws set forth in the General Laws of the Commonwealth.
- (c) Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information between the Committee, the Superintendent, and the professional teaching staff.

## **ARTICLE I CONTRACT**

Pursuant to the provisions of Chapter 150E, 70 and 71 and applicable statutes under the General Laws of Massachusetts concerning matters of wages, hours and conditions of employment, this contract is made in *April, 2020*, by the School Committee of the Farmington River Regional School District (hereinafter sometimes referred to as the "Committee") and the Farmington River Regional Teachers Association, in affiliation with the Massachusetts Teachers Association (MTA) and the National Education Association (NEA), acting as the representatives for the Educational Support Professionals of said district (hereinafter sometimes referred to as the "ESP" or "Association"), shall be the sole bargaining agent for the life of this Agreement.

## **ARTICLE II RECOGNITION**

- A. Committee recognizes the Farmington River Regional Teachers Association for the purposes of collective bargaining as the exclusive representative of a unit consisting of all full and part-time paraprofessionals and cafeteria workers, but excluding substitutes, teachers and administrators.
- B. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "the ESPs."
- C. The Committee agrees, for the life of this Agreement, that it will not negotiate with any individuals covered by this Agreement other than the Farmington River Regional Teachers Association – Educational Support Professionals on matters of wages, hours and other conditions of employment. The Farmington River Teachers Association, in affiliation with MTA and NEA, shall be the sole bargaining agent for the life of this Agreement.

**ARTICLE III  
ASSOCIATION RIGHTS**

- A. There will be no reprisals taken against unit members because of his/her membership in the Association or participation in its activities.
- B. The Association will be provided a copy of the School Directory containing names, addresses and phone numbers of school personnel by 9/30 of each school year.
- C. There will be at least one (1) bulletin board reserved exclusively for the Association use in each school building.
- D. The Association may use prior scheduled school facilities and equipment for Association business in-so-far as such use does not result in extra payment to service persons employed by the Committee.
- E. The Committee authorizes the use of inter-school mail to distribute Association material. The Association headquarters will be considered as a regular inter-school mail stop.
- F. The representatives or agents of the Association shall be permitted to enter the school premises to carry on Association business providing it does not interfere with ESP duties.

**ARTICLE IV  
MANAGEMENT RIGHTS**

The Committee has the authority, rights and powers conferred upon it by the Laws of Massachusetts and the Rules and Regulations of any pertinent agency of the Commonwealth.

As to every matter expressly not covered by this Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee retains exclusively to themselves all rights and powers that it has or may hereafter be granted by law and shall exercise the same without such exercise being made the subject of grievance and arbitration provisions of this Agreement.

The Committee, in their exercise of the Management Rights Clause, recognize the Association rights under Article XDC (Just Cause).

**ARTICLE V  
GRIEVANCE PROCEDURE**

Purpose: The purpose of the grievance procedures set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise which are within the definition of a grievance hereinafter set forth.

Definition: A grievance is a claim by an ESP or the Association that a violation, misinterpretation, or misapplication of the terms and conditions of this Agreement or any amendment or supplement may have taken place.

Time Limits: All time limits herein shall consist of school days. The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing. In the event a grievance is filed which cannot be resolved to the satisfaction of the grievant or the Association prior to the termination of this Agreement, or beyond the successor

agreement, using the normal time limits set out herein, the Association may submit the grievance directly to arbitration in accordance with Level Four of this procedure.

If at the end of thirty (30) school days from the grievant's or Association's first awareness, the above grievance shall not have been presented to Level Two, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required shall not have been taken within the specified time.

If a grievance is being processed in accordance with the provisions of this Article and the summer school vacation comes within the processing period of that grievance, it shall be processed as follows:

1. Prior to the close of the school year, the Principal at Level 1 or the Superintendent at Level 2 will meet with the grievant and/or Association at a time/date to be scheduled during the months of June and July. If the grievance is not resolved that meeting, then:
2. It shall be heard at an August regular meeting of the Committee, unless notification is given at the close of the school year that the grievant is unavailable due to prior travel plans, to attend the August meeting, in which case the grievance shall be heard at the September meeting.

Level One - A ESP and/or the Association with a grievance shall first verbally present the claim and evidence to the Principal in an effort to resolve the grievance informally. The Principal will have five (5) school days to respond.

Level Two - A ESP and/or the Association with a grievance will present the grievance to the Superintendent, in writing, either directly or through the Association.

The Superintendent then has five (5) school days to respond, in writing, to the grievance. In the event the Superintendent does not respond, the grievant or the Association may present the grievance to Level Three.

Level Three - If the grievance is not resolved to the satisfaction of the grievant or the Association at Level Two, the ESP the Association may present the grievance, in writing, to the School Committee within five (5) days.

The School Committee will respond in writing within three (3) days after the next regularly scheduled school committee meeting. Prior to a Level Three grievance hearing, either party may request the sequestering of witnesses. A majority vote of both committees will be necessary for sequestering to occur.

If, during the course of a hearing before the School Committee pursuant to this section, the Superintendent intends to discuss, refer to, or introduce any personnel files or information (including for purposes of this section any employee disciplinary records), unless the parties otherwise agree, all persons other than, for the School Committee, any or all members of the School Committee, the Superintendent, the school attorney, and the Superintendent's confidential secretary and, for the Association, the Association's officers, MTA representative, and the grievant shall leave the hearing room until such discussion, reference and introduction of personnel files or information is completed. However, nothing herein shall be construed to limit either party in calling witnesses to appear and testify in the course of its presentation to the School Committee concerning the grievance.

Level Four - If the grievance is not resolved to the satisfaction of the grievant and/or the Association at Level Three, the Association may by giving written notice to the school committee within twenty (20) school days, present the grievance for arbitration, in which event the Association shall forthwith submit the grievance to the

Massachusetts Division of Labor Relations for deferral docket or other arbitration forum if mutually agreed.

The expense of such arbitration, if any, inclusive of per-diem cost of the arbitrator, actual and necessary travel, subsistence expenses, and the cost of the hearing room if not held at the school, shall be shared equally between the Committee and the Association. It is further understood that the cost of a participant's counsel, external advisor(s) or witness(es) shall not be part of shared expenses. Arbitration hearings shall be scheduled after normal school hours, when possible. Unless mutually agreed to the contrary, hearings will be held at the school building of the Farmington River Regional School District in which the grievance originated. The grievant and one (1) additional witness shall be released for up to three (3) days, with pay, to attend the grievance arbitration. Additional witnesses will be released provided the one released witness covers for them during their absence from the classroom.

The decisions of the arbitrator, if within his scope of authority, will be presented to the School Committee and the Association and shall be final and binding upon the School Committee and the Association and the aggrieved person or persons.

#### Arbitration:

The arbitrator so selected will confer with the representatives of the School Committee and the grievant, or representative selected by the aggrieved party, and hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator shall be granted time extensions if necessary. The arbitrator's decision will be in writing, and will set forth his finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to add to, or subtract from, modify, or amend any of the provisions of this Agreement, nor shall he override the duties and responsibilities of the School Committee granted by this law and this Agreement. Neither party will be permitted to assert any charges before the arbitrator, which were not previously disclosed to the other party. Grievants shall be required to perform the assignments and applicable rules and regulations of the Board of Commissioners while the grievance is being processed unless the actions are stopped by a court decision.

If either the employee or the Association is seeking to challenge an action or omission of the employer and has the ability to do so in forums other than arbitration, as well as arbitration, they must elect either arbitration or the other forum, but may not proceed in both. Filing a complaint, charge or claim in any other forum will immediately foreclose arbitration as a forum for the contested action or omission of the employer.

#### General Provisions:

1. The Association and the School Committee shall have the right to use, in its own presentation at any level of their grievance procedure, any representative of its own choosing.
2. The School Committee acknowledges the right of the Association to participate in the processing of a grievance at any level.
3. No reprisals of any kind will be taken by the School Committee or the school administrator against any ESP because of his participation in the grievance procedure.
4. The School Committee and the administration will cooperate with the Association in its investigation of any grievance, and further agree to exchange with the Association such information as is required for the processing of any grievance.

5. All documents, communications and records dealing with the grievance will be filed separately from the personnel files of the participants.
6. All decisions rendered at Levels Two and Three of the grievance procedure will be, in writing, and will be transmitted promptly to the grievant, the Association, and, at Level Three, to the School Committee.
7. Provided the parties agree, Level One and/or Level Two of the grievance procedure may be bypassed, and the grievance brought directly to Level Three.

**ARTICLE VI  
WAGES AND OTHER BENEFITS**

A. Salary Schedule

First Name	Last Name	19-20	20-21	21-22	22-23
[REDACTED]	[REDACTED]	\$18.27	\$18.64	\$19.01	\$19.39
[REDACTED]	[REDACTED]	\$16.10	\$16.42	\$16.75	\$17.09
[REDACTED]	[REDACTED]	\$18.74	\$19.12	\$19.50	\$19.89
[REDACTED]	[REDACTED]	\$20.41	\$20.82	\$21.23	\$21.66
[REDACTED]	[REDACTED]	\$18.06	\$18.42	\$18.79	\$19.17
[REDACTED]	[REDACTED]	\$18.95	\$19.33	\$19.72	\$20.11
[REDACTED]	[REDACTED]	\$15.00	\$15.30	\$15.61	\$15.92
[REDACTED]	[REDACTED]	\$17.95	\$18.31	\$18.68	\$19.05
[REDACTED]	[REDACTED]	\$18.27	\$18.64	\$19.01	\$19.39
[REDACTED]	[REDACTED]	\$16.84	\$17.18	\$17.52	\$17.87
[REDACTED]	[REDACTED]	\$20.44	\$20.85	\$21.27	\$21.69
[REDACTED]	[REDACTED]	\$20.96	\$21.38	\$21.81	\$22.24
[REDACTED]	[REDACTED]	\$20.00	\$20.40	\$20.81	\$21.22

B. High Special Needs Stipend

Paraprofessionals from this point forward shall be entitled to additional compensation of \$2.00 per hour if they are classified as follows:

1. Who are required to engage in toileting/diapering students as a part of a student's written plan. (Note: this may or may not be an IEP. Ex: a written toileting plan)



2. Who are working with a student with a developmental disorder or another comparable disability entailing the possibility of a serious student behavior disorder.
3. For any other identified high special need(s) that are not contained in #1 or #2 above.

A determination regarding a Paraprofessional's entitlement to the differential amount shall be made by the Superintendent or his/her designee, and such administrative determination shall be final and shall not be subject to the grievance and arbitration provisions of the agreement unless said decision is arbitrary or capricious.

Any ESP that substitutes for a person in a position with an extra stipend will be paid the stipend for each hour actually worked in that capacity.

### C. Holidays

ESPs will receive the following holidays with pay:

Labor Day	
Columbus Day	
Veterans Day	Martin Luther King Jr. Day
Thanksgiving	Memorial Day

In the 2021-2022 school year Christmas Day shall be added to the list of paid holidays. In the 2022-2023 school year New Year's Day shall be added to the list of paid holidays.

### D. Mileage

Mileage incurred as part of the job-related responsibilities will be reimbursed per approved work mile at the current IRS-approved rate. The employee must submit, to the Business Manager, in writing, a mileage document stating the date(s), locations(s), miles round-trip, and the reason for the trip. Upon approval, the Paraprofessional will be reimbursed. The commuting mileage of the ESP from home to their regularly assigned worksite is not reimbursable.

## ARTICLE VII ABSENCES/LEAVE

### A. Sick Leave

1. September 1<sup>st</sup> each ESP, including those who have reached accumulation, will receive fifteen (15) paid days sick leave. Part time ESPs will receive fifteen (15) paid equivalent days of sick leave. (Half-time = 7.5 days)
2. A first year ESP will receive days or equivalent days if part-time as follows: 5 days September 1<sup>st</sup> and

one additional day for each month worked.

3. Unused sick days may accumulate (be carried forward) to a maximum of the number of one hundred (100) days.
4. Sick days are to be used for the personal illness of the ESP. These days are for the expressed purpose of restoring the health of the ESP or as otherwise specified in this contract.
5. A maximum of five (5) days sick leave may be used for illness of an employee's family member or for other dependents living within the employee's household. Days above are non-cumulative from year to year. When used they are deductible from said employees accumulated sick leave. A request to care for persons outside the employee's permanent home, and/or an extension of the above days due to critical illness, must be supported by a statement of circumstances attested by the attending physician, and provided the Superintendent/Principal who may approve leave days deemed necessary and deductible from accumulated sick leave. Efforts by the employee to secure alternative care will be a part of the statement of circumstances and the decision of the Superintendent will be non-arbitrable and non-grievable.
6. To reward good attendance each year, ESPs will be given per diem pay as follows: If ESPs have taken 0 sick days in a school year, they will receive 1 day's pay. If ESPs have taken one (1) sick day in a school year, they will receive one half (.5) day's pay.

B. Bereavement Leave

Each ESP shall be granted up to five (5) working days paid bereavement applicable to the death of a spouse/partner, child, sibling and parent; three (3) paid working days for grandmother, grandfather, grandchild, father-in-law, mother-in-law; two (2) paid working days for uncle, aunt, niece, nephew or first cousin living outside the household of the ESP; one (1) paid working day for others subject to advance approval of the Superintendent or his designee, the latter to be non-grievable and non-arbitrable, all to be non-cumulative and non-transferable. All days above are to be days the employee would have worked and/or which the employee would not have been absent for any other reason.

C. Personal Leave

1. ESPs will be granted up to three (3) days leave for personal reasons. Those days are not to be deducted from sick leave. Unused personal days shall carry over to the next year's accumulated sick days. It is understood that personal days are to be used only in cases where situations arise that cannot be dealt with during non-school hours. In order to be eligible for payment for these days, at least twenty-four (24) hours' notice must be given to the Superintendent or his designee prior to taking such days. The 24-hour notification may be waived at the discretion of the Superintendent in unusual circumstances. Additional personal days may be granted at the sole discretion of the Superintendent and shall be deducted from accumulated sick leave.
2. Personal days used to extend a holiday or vacation period, which meet requirements of 1) above, will be granted at the discretion of the Superintendent and shall be deducted from accumulated sick leave.
3. Discretion of the Superintendent as exercised in 1) and 2) above shall not be subject to grievance or

arbitration procedure unless discretion is used in an inconsistent manner.

D. Other Temporary Leaves of Absence

An ESP may be granted the following unpaid leaves upon application to and approval of the Superintendent. Benefits in effect at the time leave of absence starts, will be restored upon return. The ESP will be assigned to the same or an equivalent position if the position is not affected by economic conditions or other changes in operating conditions effecting employment during the period of leave.

1. Maternity Leave (FMLA) for up to (12) weeks or the length of the disability. ESPs may use accumulated sick leave and health insurance will remain in effect. When maternity leave expires, health insurance coverage will continue with the employee paying 100% of the cost. ESPs on approved extended maternity leave (beyond 12 weeks) shall maintain their portion of health insurances costs and the District shall continue to pay their portion of the premiums. The leave can be non-consecutive should a portion of the said leave fall during the summer vacation. An employer's obligation to maintain health benefits stops if the employee fails to return to work when the leave entitlement is exhausted.

2. Adoption Leave (FMLA) for up to (12) weeks or the length of the disability. ESPs may use accumulated sick leave and health insurance will remain in effect. ESPs on approved extended adoption leave (beyond 12 weeks) shall maintain their portion of health insurances costs and the District shall continue to pay their portion of the premiums. The leave can be non-consecutive should a portion of the said leave fall during the summer vacation. An employer's obligation to maintain health benefits stops if the employee fails to return to work when the leave entitlement is exhausted.

3. Child Rearing Leave for a child under 5 years, up to two (2) years with a September 1<sup>st</sup> return unless other arrangements have been agreed to by the Committee. Additional benefits will not accrue during the leave. Health insurance does not apply. Participation in the group plan can continue with the employee paying 100% of the cost.

4. The parties agree to abide by the Family Medical Leave Act of 1993, the National Defense Authorization Act, Massachusetts Parental Leave Act (M.G.L. c. 149, § 105D), Domestic Violence Leave Act (M.G.L. c. 149, s. 52E) and Small Necessities Leave Act (M.G.L. 149, § 52D).

E. Other Extended Leave

Extended leaves of absence, without pay, may be granted by the Committee. Such decisions of the Committee are non-grievable and non-arbitrable. Benefits in effect at the time leave commenced, exclusive of accumulated computation during the leave period, will be restored upon return and his/her assignment to the same or equivalent position will be restored if said position is not affected by economic conditions or other changes in operating conditions affecting employment during the period of leave. When a leave is unpaid, the ESP may continue health coverage, but must pay 100% of the premium.

G. Jury Duty

ESP's requested to serve on jury duty shall be paid the difference between compensation paid to the court

and their regular salary, if such duty occurs on a normal workday. The difference paid shall not include mileage, nor shall the total exceed their regular rate of pay. Staff shall make every effort to schedule jury duty during non-school periods in the best interest of teaching continuity and student welfare.

## **ARTICLE VIII WORK DAY/WORK YEAR**

### **A. Work Year**

1. The work year of ESPs will begin no earlier than September 1 and will terminate no later than June 30, but in no event be more than 183 days. These days shall consist of the 180 student days and the days referenced in the first paragraph of Article XXVIII. The work year may start earlier than September 1 provided there is mutual agreement. New personnel may be required to attend one (1) additional orientation sessions, not to exceed a total of 184 days. Days considered necessary for scheduling, training sessions, and/or opening and closing staff activities may be scheduled by the Administration within the above-specified framework, provided the Department of Education regulations have been met.
2. Days worked beyond the above limits may be authorized and, if so, shall be reimbursed at the ESP's regular hourly rate.

### **B. Workday**

1. The workday of paraprofessionals within this contract will be 8:30 a.m. – 3:00 p.m. The workday for cafeteria workers within this contract will be 7:00 a.m.– 1:30 p.m.
2. Paraprofessionals may attend up to ten (10) faculty meetings, with pay, as they are duly called with 48 hours' notice; emergency meetings where the health and safety of students require an immediate response; and meet after school with parents on a scheduled basis as necessary. Faculty meetings will not be scheduled on Fridays or the day prior to a holiday. Cafeteria workers shall not be required to regularly attend faculty meetings; however, administration can require attendance with 48 hours' notice. Also, a cafeteria worker may request permission of the principal to attend a faculty meeting(s). In both instances will be paid at the employees regular hourly rate. Part-time ESPs who work only in the morning will be encouraged to meet with the Principal to discuss faculty-meeting issues when not otherwise required to attend a meeting.
3. ESPs will be paid his/her regular hourly for additional work outside of the normal workday. If said hours accumulate sufficiently in a given work period the ESP will be paid the appropriate overtime rate. ESPs will be responsible to maintain a record/log of their hours.
4. ESPs, other than cafeteria workers, will be granted a thirty (30) minute, unpaid, duty-free period between 11:00 AM and 1:30 PM of each school day.
5. Cafeteria workers shall receive a paid fifteen (15) minute break to be taken at any time during his/her scheduled work day. It is understood that said break shall not interfere with the serving of lunch.
6. Employees will be paid for emergency delays and closures. Emergency will be defined as "unplanned". and will exclude "Planned" closures, delays, and early dismissals, which are unpaid are defined as follows:

- Days on which school is closed due to inclement weather
- Hours not worked as a result of an early dismissal with notice given by 9pm the day prior, or
- Hours not worked as a result of a school delay (later start) with notice given by 6:30am the day of the delay.

Each year, every paraprofessional will be granted an allocation of six (6) hours of paid time that s/he can utilize at their own discretion in the event of a planned early dismissal or delayed start. Any time taken beyond these six (6) hours shall be unpaid. Any unused time does not accrue into the following school year.

7. Part-time ESPs who attend any field trip that required full day attendance, with approval of the Principal, will be paid for a full day.

8. Any part-time ESP who is required to attend an in-service program that requires full day attendance will be paid for the full workday.

## **ARTICLE IX ASSIGNMENTS**

On or before June 15<sup>th</sup>, the Administration shall notify each ESP, in writing, of his assignment for the next school year. If a change in assignment is necessary after June 15<sup>th</sup> due to unforeseen circumstances at the time of the initial assignment, the ESP will be informed in writing by the Administration of the change and the reason(s) no later than August 1<sup>st</sup>. The ESP may request to meet with the Principal within five (5) days of the receipt of the written change in assignment. The Principal, upon such a request, will promptly meet with the ESP. The ESP may have a representative of the Association present at the meeting. It is understood that any change resulting from the unscheduled departure of any staff member that necessitates realignment or reassignment will not pertain to this section.

## **ARTICLE X PERSONNEL RECORDS**

- A. ESPs will have the right, upon request, to review and make copies of all records concerning them, or their work maintained by the Committee or any agent thereof.
- B. Material derogatory to an ESP's conduct, service, character or personality will not be placed in his personnel file unless the ESP has had an opportunity to review such material, by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The ESP will also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent and be attached with the file copy; such review shall not be interpreted to constitute agreement with said answer. Certified mailing procedures will be used when normal means of communication are unsuccessful.
- C. Oral complaints regarding an ESP and requiring administrative action, made to a member of the administration by a parent, student or other persons will be called to the attention of the ESP before action is taken. Written complaints directed toward an employee which are placed in his/her personnel file shall be called to the employee's attention within five (5) school days. Certified mailing procedures will be used when normal means of communication are unsuccessful.

- D. At the time of severance from the school system, an ESP will have the opportunity to indicate those documents and/or other records, which she/he believes to be obsolete or otherwise inappropriate for retention. Records, seven (7) years or more of age, will be destroyed, upon request, unless involved in an active or pending suit, or otherwise mandated by retention requirements, or felt to be of significant future importance by the Superintendent.
- E. The Superintendent shall insure that records relating to ESPs are accurate.

**ARTICLE XI  
VACANCIES AND TRANSFERS**

A. Voluntary Transfers

1. Definition: The assignment of an employee to a different job classification, grade level, subject area, or building shall be considered a transfer. A voluntary transfer is a transfer requested by the employee.

2. Notification of Vacancies:

Posting - Upon knowledge of vacancies, the Superintendent shall deliver to the Association and post in all school buildings a list of vacancies which occur during the school year and for the following school year. Such notice shall be posted for at least ten (10) school days to allow an employee who has not previously filed a written statement of a desire for transfer to request a voluntary transfer to said vacancy. When occurring during the summer vacation (it) will be posted for ten (10) calendar days (non-school year).

Additionally, all before and after school duties shall be posted in the same manner as above. If there are no applicants for any individual posted position, the Principal shall have the authority to appoint a unit member to said position.

3. Filing Requests - An employee who desires a change in grade and/or subject assignment or who desires to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1.

4. Procedure

a) Requests for voluntary reassignment or transfer will result in a conference with the Superintendent prior to any decision on said request. Notice of the denial of a voluntary transfer request shall be delivered to the employee with a copy to the Association as soon as possible following the decision.

b) If more than one (1) employee with the appropriate qualifications has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of evaluated performance, length of service and qualifications: and when all the factors that constitute evaluated performance and qualifications are equal, length of continuous service shall prevail.

c) Staff within the District may apply for posted new positions or assignments and will be interviewed by the Principal prior to the position being filled. A substitute or acting appointment may be affected by the Principal when deemed in the best interests of the District.

d) Any vacancies that occur in the summer months shall be sent to each member of the bargaining unit who requests such notice and provides sufficient ESP addressed envelopes. Notice will be made simultaneously with the posting of same.

**B. Involuntary Transfers**

1. Definition - The assignment of an employee to a different job classification, grade level, subject area, or building shall be considered a transfer. An involuntary transfer is a transfer not initiated by the employee's request.

2. Notice - Notice of an involuntary transfer or reassignment shall be given, in writing, to the affected employee with a copy to the Association as soon as practical but no later than June 15, except in cases of death, resignation or incapacitation.

3. Procedure - If an involuntary transfer or reassignment is necessary only employees properly trained and qualified in the subject/area and/or level to which the involuntary transfer is necessary, shall be transferred.

4. Meeting to Appeal - An involuntary transfer or reassignment shall be made only after a meeting between the employee involved, an Association representative and the Superintendent/Principal, at which time the employee and the Association will be given reasons for the involuntary transfer. Such involuntary transfers shall not be more than three (3) grade levels and shall be in the best educational interest of the School District.

The Principal will make every effort to restrict such transfers to no more than three (3) grade levels and shall be in the best educational interest of the School District. However, for good reason the Principal may transfer an employee beyond the three (3) grade level restriction above.

**C. Summer Positions**

1. All summer program positions will be posted appropriately.

2. ESPs will be offered summer program positions before outside applicants are considered. Preference will be given to an ESP who currently holds the position during the school year. The district will make every effort to post known positions will by May 15 and notify successful candidates by June 1.

**ARTICLE XII  
REDUCTION IN FORCE**

In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in its Article "Recognition," the Superintendent will take into consideration evaluated performance, length of service and qualifications; and when, in the opinion of the Committee, all the factors that constitute evaluated performance and qualifications are equal, length of continuous service shall prevail.

"Qualified" means that the ESP has on file with the office of the Superintendent evidence that he possesses the necessary

qualifications or can obtain said qualifications by the effective date of his layoff. "Seniority" means an ESP's continuous length of service in years, months and days in the professional employment of the Farmington River Regional School District. ESPs shall be credited for seniority purposes with all time spent on any leave of absence provided for in this Agreement. In cases of ESPs who have identical seniority, preference for retention or recall shall be determined by drawing the name(s) out of a hat. The administration shall conduct the drawing in the presence of the Association leadership.

ESPs who are to be affected by reduction in staff will be notified, in writing, no later than June 15. Notice shall include the reasons for layoff.

ESPs who have been laid off shall be entitled to recall rights, for a period of time equal to the length of continuous service on the effective date of their respective layoffs, but under no circumstances more than two (2) years. During the recall period, ESPs shall be notified by certified mail to their last address of record and given preference for positions as they develop in the inverse order of their respective layoff; and all benefits to which an ESP was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. During the recall period, ESPs who have been laid off shall be given every consideration for substitute work, if they so desire and express such desire in writing. ESPs called on to substitute will receive the same remuneration and benefits afforded other system substitutes.

The employee shall, within fourteen (14) calendar days following receipt of notice of recall by certified mail to the last address of record file acceptance through return of a signed form provided by the employer, of his/her intention to return or not return, by certified mail. If such acceptance is not received by the Superintendent's office by the end of the (14) calendar days following receipt of notice of recall by certified mail, it shall be considered a declination on the part of the employee. A refusal of two (2) positions within the two (2) year period will result in said ESP being considered a new applicant for any future vacant or created position.

A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association no later than October 30 of each school year. Challenges to the list must be made by the Association prior to November 30 of each school year or the list will automatically become effective for the remainder of the school year. Provisions enumerated in the above Reduction-in-Force article apply to staff with professional status only except as addressed in paragraph #3.

### **ARTICLE XIII DISCHARGE, DEMOTION, SUSPENSION**

Discharge, demotion, suspension or reduction of salaries of ESPs, shall be as provided under Massachusetts General Laws, Chapter 71, as amended.

### **ARTICLE XIV RETIREMENT**

An ESP who has sufficient will, upon retirement, receive five (5) days of sick day pay for every five (5) years of service in the District, up to a maximum of twenty-five (25) days.

### **ARTICLE XIV PERSONAL INJURY**



- A. ESPs shall report any injury to the Administration in writing within twenty-four (24) hours of its occurrence. The Administration will make every effort to assist ESPs in handling children who lose control and are violent.

Emergency procedures for handling such incidents will be set up in the school system for the protection of ESPs and children involved.

- B. This report will be forwarded to the administrator which will comply with a request from the ESP for information in its possession relating to the incident or the persons involved, and will act as liaison between the ESP, the police and the courts.
- C. ESPs eligible for Workmen's Compensation shall be paid the difference between their normal salary and Workmen's Compensation benefits as applicable to the Workmen's Compensation laws, provided they have sick leave days accrued. Deductions from accrued sick leave days shall be in proportion to the percentage of school district compensation. In the event a ESP has none or exhausts sick leave accrual, no differential above Workmen's Compensation shall be paid.

## ARTICLE XVI INSURANCE

- A. The District shall provide 100% of the cost of a \$10,000 term life insurance policy, inclusive of accidental death and dismemberment insurance for the life of this Agreement. The District will further provide payroll deduction supporting optional coverage benefits. Said additional coverage to be paid solely by the employee.
- B. A plan under IRS Code Section 125 will be offered employees, which reduces gross income, by insurance premium amounts for a lower net taxable base. The cost of establishing such a plan, if any, will be shared by the Association and the Committee.
- C. The District will provide Workmen's Compensation, per statute and in accordance with the conditions of this agreement.
- D. The District and employees shall pay the following percentages herein provided for the cost of the following types of health insurance plans for the duration of this agreement.
  - (a) Seventy Nine percent (79%) of the premium cost for a group HMO Blue New England Plan (HMO) and employees shall pay *twenty one* percent (21%) of the premium cost.
  - 2. Sixty Nine percent (69%) of the premium cost for a group PPO Blue New England Plan 2 (HMO) and employees shall pay *thirty one* percent (31%) of the premium cost.
- E. The Summary Plan Description for Each Plan Design is attached as Appendix E.
- E. 1. The District may from time to time select and implement health insurance plans, select and discontinue health insurance plans and modify and change the provider, benefits, and all other provisions of all health insurance plans as allowed by law. No changes may be made to the percentage contribution set forth in D above. The District shall maintain plans that have substantially equivalent benefits to plans currently in existence. Changes may be made prior to bargaining the implementation and impact of the changes. However, after implementation, bargainable subjects relating to health insurance plans shall be bargained, if

within six months of implementation the Association requests bargaining in writing.

2. Notwithstanding the foregoing, if the Commonwealth of Massachusetts enacts legislation affecting health insurance provided by the District for its employees which prohibits continuation of one or more of the aforementioned health insurance plans, then upon written request by either party to the other party within six months of the enactment of such legislation, the parties shall collectively bargain health insurance, increases to wages and other economic provisions of this collective bargaining agreement.

- F. Health Insurance Plans Premium Surcharge: For any year in which any health insurance plan premium increases more than 12%, a surcharge is added to the amount payable under paragraph D, by the enrolled employees in said health insurance plan. The surcharge is equal to one half of the dollar increase in excess of the 12% increase in premium. A surcharge can affect subsequent year rates, as a maximum increase of 12% per year is the only amount that the rates in paragraph D. apply to. If there are increases of less than 12%, then the rate would eventually revert back to the rates of paragraph D. (See example attached as Appendix A).
- G. A written description of the plans offered including coverage and limits will be available in the District Office. The District may, but need not, select and put into effect without further bargaining, such record plan(s) having such benefits and through such purchasing groups as the District shall from time to time elect to offer its employees.

#### **ARTICLE XVII PAYROLL DEDUCTION**

The Committee will perform payroll deduction services as follows:

- 1.(a) Chapter 32B Insurance, Medical and Life Insurance, ESPs Retirement System and Social Security, Association Dues, Annuities, IRA's and an agreed Plan under IRS Code Section 125.
- (b) The Association will endeavor to limit the number of agencies used for deduction purposes, as enumerated in (a) above.
2. Payroll deductions may be made for other types of benefits required by statute or approved by the School Committee.
3. The Association agrees to indemnify and to hold the Committee harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, any action taken by the Committee for the purposes of complying with the provisions of Section 1 above.
4. Payroll deduction authorizations, changes thereto, will be affected through the District Administration offices from 9/1-10/1 each work year. Modifications as a result of changed marital status, new hire, loss or gain of a dependent, may be affected on the next subsequent payroll warrant with sufficient notice.
5. Each ESP shall receive annually, no later than October 1<sup>st</sup>, a salary statement which will indicate column placement, step, credits, annual salary and accumulated sick leave.

#### **ARTICLE XVIII SUBSTITUTE ESPs**

- A. To the extent possible, all absences will be filled by substitutes.
- B. The Paraprofessional who works in the classroom that is in need of a substitute will receive the first right of refusal to fill the substitute roll.
- C. If all efforts to procure a substitute prove futile, the administration will distribute absentee assignment needs within the ESP staff.
- D. ESPs as Substitutes:
  - 1. When a Paraprofessional is directed by the Principal to substitute for a classroom teacher for a full day, the Paraprofessional will receive \$50.00 for their assignment in addition to their regular daily earnings for that day. The Paraprofessional will still carry out the lunch/recess duties they would normally have that day, unless it conflicts with the teaching schedule of the teacher for whom they are substituting. This shall also apply to a Cafeteria Worker who substitutes for the Cafeteria Manager.
  - 2. When a Paraprofessional is directed by the Principal to substitute for a classroom teacher for a half day, the Paraprofessional will receive an additional \$25.00 for their assignment in addition to their regular daily earnings for that day. The Paraprofessional will still carry out the lunch/recess duties they would normally have that day, unless it conflicts with the teaching schedule of the teacher for whom they are substituting. Additionally, if a Paraprofessional accumulates three (3) hours of substituting over multiple days, the Paraprofessional shall receive an additional \$25.00 in addition to their regular daily earnings in the next pay period. This shall also apply to a Cafeteria Worker who substitutes for the Cafeteria Manager.
  - 3. When a Paraprofessional with a Bachelor's or Master's Degree is directed by the Principal to substitute for a classroom teacher for an extended absence of more than ten (10) consecutive school days and the Paraprofessional is preparing all of the lesson plan and performing all of the tasks that the teacher would normally perform, the Paraprofessional will be paid THE DAILY STEP RATE OF STEP 1 BACHELOR'S OR MASTER'S LEVEL of the current year of the Teachers' Contract, for the duration of the extended assignment. If a paraprofessional is certified and has previous experience, s/he will be placed on the step of the teacher salary schedule that is appropriate to the individual's previous experience. NOTE: All wages are subject to state and federal taxes and lawful deduction

**ARTICLE XIX  
GENERAL**

An ESP signing a contract with another school system shall provide notice to the Superintendent within five (5) calendar days of signing and shall continue in their assignment for up to thirty (30) calendar days unless a suitable replacement is secured, in which event a mutual release date must be agreed to by the Superintendent and the ESP.

Upon being hired, ESPs new to the system will be given a copy of the current collective bargaining contract by the FRRTA.

The District shall pay for all costs related to mandatory finger printing for current employees on record as of

the time of ratification for one time only.

Recognizing the need for flexibility in scheduling of hours and other conditions of employment, the parties hereto agree that during the lifetime of this Agreement proposals may be exchanged from time to time which, if mutually acceptable, would be reduced to writing and implemented on a temporary basis until successor contract negotiations would deal with such matters on a permanent basis.

No employee will be disciplined, suspended, or discharged without just cause.

Adverse criticism of an employee by the employer or its agent shall be made in confidence and not in the presence of students or parents nor in other public gatherings. An administrator who receives criticism which they believe is valid shall call it to the attention of the employee as soon as possible.

### APPOINTMENTS

Appointments to all positions will be made without regard to race, creed, color, religion, nationality, sex, age or marital status.

### CLASSROOM VISITATION

When parents or guardians request the opportunity to visit a classroom to observe a student, the scheduling of such visitation shall be through the building principal, following consultation with the effected employee.

## **ARTICLE XX PLACEMENT**

### A. Initial Placement:

Any employee covered by the contract who is employed by the District during the term of this agreement shall be advised in writing of the Step at which he/she is first employed at the commencement of his/her employment, and such employee shall be placed upon that Step commensurate with the employee's relevant experience for the particular position and educational degree(s). Due to the irregular nature of the current salary system, if an individual is to be hired and said individual's salary placement on the current Step Schedule does not fit in the Step Schedule in a fair and obvious manner, the hiring administrator will consult with the Association prior to making a placement or offer to the individual.

### B. System Entrance:

ESPs who enter the system at other than the beginning of the school year will be credited for a full year provided that the ESP has worked for a minimum of ninety-five (95) days in the school year.

### C. Probationary Period:

The first three months of employment shall constitute the probationary period for all new paraprofessionals. During this time, performance shall be evaluated in writing by the principal and supervisor(s), using the regular evaluation form. At the completion of this evaluation, the employee shall meet with the Principal and supervisor(s) to discuss his/her progress. At the conclusion of the three-month probationary period, the Principal will make a decision to continue employment or to

terminate.

**ARTICLE XXI  
IMPACT BARGAINING**

- A. The Committee will notify the Association of the intent to adopt a policy that may impact the wages, hours, and working conditions of employment.
- B. The Association may request a meeting within ten (10) days of such notice to discuss concerns such policy has on wages, hours and conditions of employment.
- C. The Committee, through designated persons, will meet as soon as possible, with the Association to negotiate the impact said policy has on the wages, hours and conditions of employment, if unable to resolve concerns at the discussion level (#2).
- D. Any Agreement reached by the parties as a result of this Article will be reduced to writing and will be signed by the Committee and the Association and will become an addendum to this Agreement.

**ARTICLE XXII  
NO STRIKE CLAUSE**

In consideration of this Agreement and its terms and conditions, the Association and its officers, representatives and members shall not, during the term of this Agreement, engage in or condone any strike, slow-down, or work stoppage.

**ARTICLE XXIII  
PAST PRACTICE**

The wages, hours and other conditions of employment are subject to the provisions of this contract and will be applicable as expressly stated and agreed within the context of said contract.

**ARTICLE XXIV  
LEGALITY OF PROVISIONS**

- A. If any provision of this Agreement or any application of this Agreement shall be found to be contrary to law, then such provision or application shall not be deemed valid, and subsisting, except to the extent permitted by law, but all other provisions or applications of the Agreement will continue in full force and effect. The parties will meet not later than fifteen (15) calendar days after any such finding for the purpose of renegotiating the provision or provisions affected.
- B. It is agreed and understood by the Committee and the Association that this Agreement has been entered into in good faith between the parties operating under the General Laws of Massachusetts. In executing this Agreement, neither party to this Agreement has waived any rights accorded it under the General Laws of Massachusetts.