

**AGREEMENT**

**BETWEEN**

**HAMPDEN-WILBRAHAM REGIONAL SCHOOL COMMITTEE  
AND  
THE HAMPDEN-WILBRAHAM EDUCATIONAL ASSOCIATION**

**PARAPROFESSIONALS (UNIT C)**

**JULY 1, 2017 – JUNE 30, 2019**

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## AGREEMENT

THIS AGREEMENT made and entered into at Wilbraham, Massachusetts on July 1, 2017, by and between the Hampden-Wilbraham Regional School Committee located at Wilbraham, Massachusetts, hereinafter designated and referred to as the Committee and the Hampden-Wilbraham Education Association located at Wilbraham, Massachusetts, hereinafter designated and referred to as the Association, which is an Employee organization acting as the agent of the Employees described in Paragraph 21 in this Agreement.

## WITNESSETH

WHEREAS the Committee and the Association, in the manner and to the extent provided in this Agreement desire to enter into an agreement relating to salaries and other conditions of employment for the Employees described in Paragraph 21 in this Agreement.

NOW THEREFORE in consideration of the mutual agreements herein contained and the performance by each of the Parties to this Agreement of the provisions and obligations hereinafter set forth, the Committee, the Association and the Employees hereby mutually and jointly agree as follows:

## ARTICLE I - PREAMBLE

**Paragraph 11.** Recognizing that the establishment and maintenance of the highest possible educational standards are essential to community and the National interest and that the legitimate and mutual interest of Employees are directly related to the quality and efficiency of the school program operated by the Committee, it is the intent and purpose of the Parties to this Agreement to provide orderly collective bargaining relations between the Committee and the Association, to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time, to provide for the implementation, in the manner and to the extent provided in this Agreement, of the rights and benefits of the Employees provided in this Agreement, to provide for the performance of work by the Employees in a conscientious and skillful manner which will promote the quality and efficiency of the operation of the Hampden-Wilbraham Regional School District and to assure the continuity of the operations, facilities and services under the jurisdiction of the Committee during the term of this Agreement.

**Paragraph 12.** The Committee, the Association and the Employees recognize and accept the duty to cooperate fully, faithfully, individually and collectively in adherence to the provisions of this Agreement. For the purpose of achieving the objectives expressed in Paragraph 11, each Employee pledges that he/she will cooperate with the Committee in pursuing excellence of standards and methods, aiding and encouraging reliable attendance, exercising exemplary conduct and assisting in compliance with and the enforcement of policies, procedures, regulations and standards prescribed by the Committee not contrary to the provisions of the Agreement.

**Paragraph 13.** Except when otherwise specifically provided, references in this Agreement to numbered Articles and Paragraphs refer to correspondingly numbered Articles and Paragraphs in the Agreement.

## **ARTICLE II - RECOGNITION OF THE HAMPDEN-WILBRAHAM EDUCATION ASSOCIATION**

**Paragraph 21.** Subject to the terms and provisions hereinafter provided and in accordance with the provisions of Chapter 150E of the General laws of the Commonwealth of Massachusetts, the Committee, during the term of and to the extent provided in this Agreement, recognizes the Association as the exclusive bargaining representative with respect to salaries, hours and conditions of employment in the bargaining unit. Except when the Association is notified otherwise, in writing, the Committee designates the Superintendent of Schools as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement. The provisions of this Paragraph are intended only to describe Employees covered by this Agreement and not any particular work and all reference to an Employee or Employees in this Agreement shall be deemed to include male and female Employees as the case may be.

**Paragraph 22.** The right and responsibility to operate and manage the Public Schools and the educational activities, to select and direct the work of Employees and to direct and control the use of its properties and facilities are vested exclusively in the Committee. These rights include, without being limited to, the right to determine and change the number and qualifications of the pupils to attend each school and to make such provisions as will enable each pupil residing in the Town to attend school for the period required by law; to determine and change work and experimental programs and to select, employ, test, train, assign, transfer and promote the Employees and to periodically evaluate and determine their qualifications; to discipline, suspend or dismiss Employees and to limit Association activities, the distribution of literature and solicitation for money or other purposes during working hours and on the premises under the control or supervision of the Committee; to organize the supervisory staff and the Employees and to establish, change and discontinue their duties including the right to introduce and change improved methods, facilities, operations, processes, services, and techniques; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to establish and change any form of Employee benefits in excess of or in addition to those provided in this Agreement; to establish, modify and enforce policies and regulations regarding schedules and safety regulations and all other rights pertaining to the operation and management of the Hampden-Wilbraham Regional School District and the business of the Committee and the establishment and change of conditions of employment not specifically given in this Agreement to the Association or to the Employees provided, however, that none of these rights shall be exercised by the Committee contrary to any provision of this Agreement. The failure by the Committee to exercise any of the rights as provided in this Paragraph shall not be construed as a waiver of these rights. The exercise by the Committee of any of the rights in this Paragraph shall not be subject to the grievance procedure or to arbitration as provided in Article XI.

**Paragraph 23.** Nothing in this Agreement shall limit or in any way restrict the right of the Committee to include Employees employed by the Committee who are not in the bargaining unit in the benefit program as provided in this Agreement on a different basis than for Employees in the bargaining unit.

**Paragraph 24.** The Committee and the Association agree that the provisions of this Agreement shall be applied without regard to race, color, religious creed, 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. Additionally, no member of the bargaining unit will be disciplined and discharged in violation of any of his/her statutory rights.

**Paragraph 25.** The Association enters into this Agreement on its own behalf and as the collective bargaining representative of the Employees in the bargaining unit as provided in Paragraph 21.

### **ARTICLE III - CONTINUITY OF OPERATIONS**

**Paragraph 31.** The Association and the Employees agree that during the term of this Agreement they will not for any reason directly or indirectly cause, encourage, induce, threaten or engage in any work stoppage, slowdown, strike, withholding of services or any interference with the operations or any of the functions of the Committee or of the Hampden-Wilbraham Regional School District.

**Paragraph 32.** The Association, recognizing and accepting its responsibility under the terms of this Agreement, agrees that in the event any Employee or Employees engage in any of the prohibited conduct described in Paragraph 31, the Association shall promptly make a good faith effort to bring about immediate compliance with the provisions of this Article by any Employee who engages in conduct contrary to the provisions of this Article.

**Paragraph 33.** An Employee who engages or participates in any of the prohibited conduct described in Paragraph 31 shall, at the discretion of the Committee, be subject to disciplinary action, including reprimand, suspension or discharge and such action if taken by the Committee, shall not be subject to the grievance procedure or arbitration as provided in Article XI provided, however, that the fact of the participation of an Employee in said prohibited conduct shall be subject to the grievance procedure and to arbitration.

**Paragraph 34.** In the event that any Employee or Employees engage or participate in any of the prohibited conduct described in Paragraph 31, the Committee shall have the right to institute and pursue legal action to enjoin the continuance of said prohibited conduct. The Association agrees that such legal action, if initiated or pursued by the Committee, shall not constitute the exclusive remedy available to the Committee nor shall legal action be construed or deemed to be a waiver of such other rights or remedies as may be available to the Committee under the provisions of this Agreement or under the provisions of the law.

## ARTICLE IV - TRANSFERS

**Paragraph 41.** Employee transfers shall be made in a judicious manner. Employees will be consulted prior to a transfer and the Superintendent will give notice of a transfer as far in advance as practicable. In selecting an Employee for transfer, consideration will be given to length of service, qualifications, competence, the quality of past performance, in the Hampden-Wilbraham Regional School District and the good of the school system, provided, however, that selection for transfer made by the Committee shall not be subject to the grievance procedure or to arbitration as provided in Article XI.

**Paragraph 42.** An Employee desiring a transfer for the following school year shall submit a written request therefore to the Superintendent before April 1st. A request for a transfer which is not acted upon by August 31st shall expire at that time. Requests for transfer will be acknowledged either in writing or by an interview and if the transfer is approved or denied, the reason therefore will, subject to receipt of a written request, be given in writing.

## ARTICLE V - VACANCIES AND PROMOTIONS

**Paragraph 51.** All postings including those in July and August, will be emailed to the Association President and posted to the District Website.

**Paragraph 52.** Employees will be given the opportunity to make application for the open positions. Consideration will be given to qualified District Paraprofessionals who have submitted an application by the deadline stated in the posting. The Building Administrator's decision, as to the most qualified applicant, will be final and is not arbitrable. A selection by the Committee to fill an open position as provided in this Article shall not be subject to the grievance procedure or to arbitration as provided in Article XV.

## ARTICLE VI - EMPLOYEE EVALUATION

**Paragraph 61.** The performance of an Employee shall be observed openly and with the knowledge of the Employee. Employees will be provided copies of the forms to be used in the evaluation process. The Committee shall have the right to change the evaluation forms, but before making a change, it will notify the Association of such intention and afford the Association an opportunity to discuss the intended change with the Superintendent. However, the final decision regarding change shall rest exclusively with the School Committee and shall not be subject to the grievance or arbitration procedure of this contract. The Committee agrees that should the forms be changed, copies of the revised forms will be given to the Employees thirty (30) days prior to their use. The Parties have agreed that effective on July 1, 2018, the evaluation process may include an opportunity for the provision of mid-year feedback to employees in instances where the evaluator believes that there exist performance concerns. While not all employees will be evaluated at the mid-year point, it is mutually agreed that in the event of performance issues, such mid-year notification can be beneficial to all Parties in order to bring about improvement in such performance areas.

**Paragraph 62.** An annual evaluation report of the performance of each Employee shall be made by a member of the School Administration or other duly authorized person not a member of the bargaining unit. An Employee shall have the opportunity to review and discuss each evaluation report with the observer. Following such discussion, the Employee shall acknowledge that he/she has reviewed the evaluation report with the observer by affixing his/her signature to the file copy of said report subject to the understanding that the signature by the Employee does not indicate agreement with the contents of said report.

**Paragraph 63.** In the manner and to the extent provided in this Paragraph, an Employee shall be given copies of all Evaluation Reports and he/she shall have the opportunity to discuss said Reports with his/her Supervisor. Following such discussion, the Employee shall acknowledge that he/she has received copies of his/her Evaluation Reports and that he/she has discussed said Reports with his/her Supervisor by affixing his/her signature to the file copies of the agreement with the contents of the report. If a report has less than a satisfactory rating in any area, the evaluator will provide said Employee with recommendations, in writing, relative to improvement of each unsatisfactory element. In the event of an unfavorable Evaluation Report, the Employee shall have the right to present to the Superintendent a written statement of his/her disagreement with said Report/Reports and his/her statement, if presented, shall be attached to the file copy of the Evaluation Report.

## **ARTICLE VII - PAYROLL DEDUCTIONS**

**Paragraph 71.** During the term of this Agreement, the Committee will, at the written request of Employees who sign and deliver to the Committee a written authorization form approved by the Committee, make deductions in the manner and to the extent provided in this Article from the wages or salaries due and payable to said Employees for:

- Group life insurance
- Health insurance
- Disability insurance
- 403B or 457 tax shelter annuity plan
- Association dues
- United way charitable deductions if applicable
- Flexible Spending Plans – Code 125 Benefits

The amount of the deductions shall be paid over in accordance with the provisions of the written authorization, all as provided in this Paragraph. Pay for Unit C will be divided in twenty-six (26) equal pay periods. All employees must use direct deposit within the limits of the district's payroll software module.

**Paragraph 72.** All employees shall incur a five (\$5.00) increase per pay period (26 pay periods) increase in contributions to any offered health insurance plan in effect. The five dollar (\$5.00)

increase per pay period shall be in addition to any associated premium increases in that fiscal year.

#### **ARTICLE VIII - MISCELLANEOUS**

**Paragraph 81.** Each Employee, whether actually working or on any form of leave of absence, shall keep the Committee advised on a form furnished by the Committee of his/her correct address and telephone number if he/she has a telephone or if he/she has available use of a telephone. The mailing of a notice to the address furnished to the Committee by an Employee as provided in this Paragraph shall be deemed to be in compliance with any provision of this Agreement which requires notice to an Employee, except as otherwise specifically provided in Article X.

**Paragraph 82.** No later than the fifteenth (15<sup>th</sup>) day of November in each calendar year, upon written request, the Committee will deliver to the Association a list showing the name and address of each Employee in Unit C as shown on the records of the Committee.

#### **ARTICLE IX - SCOPE OF AGREEMENT**

**Paragraph 91.** It is acknowledged and 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 salaries, wages, hours, and conditions of employment have been fully considered and negotiated, that each Party was afforded a full opportunity to present and discuss proposals pertaining to salaries, wages, hours and conditions of employment and that the understandings and agreements among the Parties concluded during the course of negotiations are fully stated in this Agreement. It is agreed that the provisions of this Agreement shall bind and benefit each individual Employee.

**Paragraph 92.** The Committee and the Association, for itself and on behalf of the Employees, agree that during the term of this Agreement all matters and issues pertaining to salaries, wages, hours and conditions of employment are and shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither the Committee nor the Association shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to salaries, wages, hours or conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement provided however, that nothing in this Paragraph shall in any way limit or restrict the rights and duties in Article II.

#### **ARTICLE X - REDUCTION IN FORCE**

**Paragraph 101.** In the event the School Committee decides to reduce positions or hours of positions in the bargaining unit, the School Committee will notify the Association and the affected Employees of this fact at least thirty (30) days prior to the effective date of the reduction.

**Paragraph 102.** In the event of a reduction in force, if any Paraprofessional is eliminated, he/she is entitled to the next available vacancy. In the event of no vacancies, an affected employee may exercise replacement rights. The employee must be able to perform all aspects of the position as described by the job description and expectations, as well as acceptance of all hours of work associated with the position.

**Paragraph 103.** In the case of layoff and recall when two (2) or more Employees have the same seniority and possess the necessary ability and qualifications to perform the available work, the decision for layoff or recall will be made by the Superintendent of Schools.

**Paragraph 104.** All benefits to which the Employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period, unless a benefit has been altered by contract agreement.

**Paragraph 105.** Life insurance coverage will be through direct application to the group insurer at the time of layoff.

**Paragraph 106.** Recall will be in inverse order of layoff provided the individual possesses the necessary ability and qualifications to perform the available work.

**Paragraph 107.** A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee upon written request, and forwarded to the Association President and Unit C Chairperson by October 1<sup>st</sup>, annually.

**Paragraph 108.** In the case of a reduction in force, seniority will be the first level of layoffs. If there are two (2) or more people with the same seniority then paragraph 103 will prevail. To insure continuity of services, a limited number of positions will not be subjected to reduction based on seniority. Exceptional circumstance would involve positions where extensive training is required or stability of educational services is required. A list of these positions will be decided by February 15 each year of the contract. This list will be put together by a committee composed of the Superintendent or his/her designee, the Director of Student Services, and two unit members appointed by the President of the Association. Either party may request to reconvene the committee after February 15 if circumstances require. If a new position opens after February 15, then the committee will reconvene.

## **ARTICLE XI - ADJUSTMENT OF GRIEVANCES**

**Paragraph 111.** The Committee and the Association, for itself and as the representative of the Bargaining Unit Employees, agree that the exclusive method for the processing and settlement of a grievance as defined in this Paragraph shall be in accordance with the grievance and arbitration procedure described in this Article. A grievance is defined as a claim or a dispute between a Bargaining Unit Employee or the Association and the Committee which involves the interpretation, meaning, application of, or compliance with the provisions of this Agreement or any amendment or supplement thereto. The Committee and the Association agree to observe and follow the procedure prescribed in this Article and that any determination or decision

which shall be made in accordance with said procedure shall be binding upon the Committee, the Association and the Bargaining Unit Employees.

**Paragraph 112.** Nothing in this Article will be construed as limiting the right of a Bargaining Unit Employee to discuss informally a possible or a potential grievance with his immediate supervisor.

**Paragraph 113.** A grievance as defined in Paragraph 111 and otherwise subject to this Agreement shall be processed in accordance with the following procedure:

- (1) Step No. 1 - The grievance shall be filed in the form of a written memorandum with the Principal of the school at which the Employee is assigned and thereafter there shall be a prompt discussion of the grievance between the aggrieved Employee and the Principal or his/her designee at which a representative of the Association may be present and participate. A grievance which is not presented within ten (10) working days after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived. The Principal shall advise the aggrieved Employee and/or the Association in writing of the decision concerning the grievance within five (5) working days after the grievance was presented.
- 2) Step No. 2 - In the event that a grievance is not settled in Step No. 1, the aggrieved Employee or the Association may, within ten (10) working days after the date of the decision in Step No. 1, submit the grievance in writing to the Superintendent of Schools. The written grievance shall state the available facts concerning the alleged grievance, the provision or provisions of this Agreement allegedly violated and the relief desired. Within ten (10) working days after the receipt of the written grievance, there shall be a discussion with respect to said grievance between the aggrieved Employee and/or the Association and the Superintendent or his/her designee. Within five (5) working days after the conclusion of the discussion as provided in this Step No. 2, the Superintendent shall advise the aggrieved Employee and the Association in writing of the decision concerning said grievance.
- (3) Step No. 3 - In the event that a grievance is not settled in Step No. 2, the aggrieved Employee or the Association may, within ten (10) working days after the date of the decision in Step No. 2, submit the Employee's grievance in writing to the Chairperson of the Committee. A meeting will be held at the Committee level, with a majority of the Committee present, within twenty (20) working days from the submission of the grievance to the Chairperson of the Committee. The Association shall be notified of the date of such meeting. The Committee will render its decision to the Association and the grievant in writing within fifteen (15) days after said meeting. A grievance concerning an action or decision which is within the authority of the Superintendent or Administration under the Education Reform Act of 1993 shall bypass Step No. 3 (School Committee level) and proceed directly to arbitration.

By mutual agreement in writing between the Committee and the Association, two (2) or more separate current grievances otherwise subject to this Agreement which involved the same matter or question and which affect a group or a class of Employees may, upon the written request to the other Party by the Committee or by the Association, be consolidated and processed as a single grievance provided, however, that such procedure shall be subject to all the provisions of this Article.

**Paragraph 114.** In the event that a grievance is not settled after the completion of the grievance procedure prescribed in Paragraph 113, the grievance may be subject to all the provisions of this Article.

- (a) The request for arbitration may be made by the Association or by the Committee by notification in writing to the other Party within ten (10) working days after the date of the final determination under the grievance procedure as provided in Step No. 3 in Paragraph 113.
- (b) Within ten (10) working days after such notification, the Party requesting arbitration shall execute and mail a written request to the American Arbitration Association for the appointment of an arbitrator and a copy of said request shall be simultaneously mailed to the other Party, unless during the said ten (10) day period, the Committee and the Association mutually agree upon an arbitrator.
- (c) The request for arbitration shall state the provision or provisions of this Agreement on which the grievance is based and shall state the remedy or the relief sought by the Party requesting arbitration.
- (d) The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and he shall not have any authority to establish salaries or other forms of compensation nor to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator may not award back pay or any other form of compensation beginning earlier than ten (10) days prior to the filing of the written grievance as provided in Step No. 2 in Paragraph 113. The arbitrator shall have the authority to enjoin violations of this Agreement and to award compensatory and other damages.
- (e) The arbitrator shall mail his written decision simultaneously to the Committee, to the Association and to the aggrieved Employee within thirty (30) days after the final submission. The decision by the arbitrator shall be final and conclusively binding upon the Committee, the Association and the aggrieved Employee.
- (f) The expense of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Association.

**Paragraph 115.** By mutual agreement in writing between the Committee and the Association, a grievance otherwise subject to the grievance procedure as provided in Paragraph 113 and

Paragraph 114 and otherwise subject to this Agreement may be initiated at Step No. 2 of the grievance procedure or directly submitted to arbitration as prescribed in Paragraph 114. A matter referred for disposition in accord with the procedure provided in this article shall not be referred to or processed by the Committee or Association before any state or federal regulatory agency.

**Paragraph 116.** Except where an extension of time has been sought and obtained, in the event of the failure by either the Committee, the Association or an aggrieved Employee must comply with the time limitations provided in this Article, or the grievance shall be deemed to have been withdrawn or affirmatively accepted, as the case may be. The Committee, the Association and the Employees agree not to unreasonably withhold assent to the request by one of the other Parties for a reasonable extension of time limitations provided in this Article.

**Paragraph 117.** Except as may be required to implement the disposition of the grievance, all documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the aggrieved Employee makes a request in writing to the contrary.

**Paragraph 118.** The breach of any of the provisions of Article III shall, at the option of the Committee, terminate the obligation of the Committee to arbitrate a dispute underlying the breach.

## **ARTICLE XII - FUNERAL LEAVE**

**Paragraph 121.** In the event of the death of a parent, spouse, child, child's spouse, brother, sister or grandchild of a Paraprofessional, and provided said Employee attends the funeral, the Employee shall receive a leave of absence for a period not to exceed five (5) days with full pay for the actual time lost from his scheduled work week. The leave of absence with pay as provided in this Article is for the sole purpose of enabling the Employee to attend the funeral of his deceased relative.

**Paragraph 122.** In the event of the death of a grandparent, present mother-in-law, present father-in-law, sister-in-law or brother-in-law aunt, uncle, niece and nephew of a Paraprofessional, and provided that said Employee attends the funeral, the Employee shall receive a leave of absence for a period not to exceed three (3) days with full pay for the actual time lost from his scheduled work week. The leave of absence with pay as provided in this Article is for the sole purpose of enabling the Employee to attend the funeral of his deceased relative. In the event that extensive travel is required to attend the funeral, the Paraprofessional may request an additional two (2) days leave. This leave shall be granted at the discretion of the Superintendent and, if granted, shall be deducted from the Employee's personal leave, if available. In the event an Employee does not have the personal leave required accumulated, the leave days will be deducted from the Employee's sick leave. If neither personal or sick days are available, the request for two (2) additional days shall not be granted by the Superintendent.

## ARTICLE XIII - CHILDBEARING AND CHILDREARING LEAVE

### Paragraph 131. Childbearing and/or Childrearing Leave

#### Childbearing Leave

A disability leave will be granted to a female Employee who has completed at least three (3) months of employment for the purpose of giving birth and recovery therefrom, said leave to be hereinafter called childbearing leave; providing the Employee shall give at least two (2) weeks notice to the Superintendent or his designated representative of her anticipated date of departure and intention to return. The Employee will be granted childbearing leave and be restored to her previous or a similar position, and such leave will be deducted from her sick leave account.

#### Childrearing Leave

An Employee will be granted an unpaid leave of absence of up to one (1) year for the purpose of adoption or care of a newborn child and be restored to a previous or a similar position upon return. This childrearing leave will be without pay or sick leave. No childrearing leave of absence will be granted for a period longer than one (1) year from the date the childrearing leave commenced, except the Employee may have such leave extended to the first September beyond the one(1) year anniversary date.

Paragraph 132. The School Committee shall not be required to restore an Employee on leave to a 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 during the period of such leave; provided, however, that such Employee is accorded recall rights under the Reduction-In-Staff clause of this contract. Such leaves shall not affect the Employee's right to receive any benefits for which eligible at the date of leave, and any other advantages or rights of employment incident to the employment position. The Employer need not provide for the cost of any benefits, plans, or programs during the said leaves except as provided for any other Employee on leave or in accordance with The Family Medical Leave Act of 1993.

## ARTICLE XIV - JURY DUTY

Paragraph 141. Paraprofessionals will not suffer loss of regular earnings for time spent on jury leave during the school year. A Paraprofessional on jury leave will be required to submit evidence of any payment for jury service on work days to the School District upon receipt. The Paraprofessional's pay will subsequently be adjusted by that amount.

## ARTICLE XV - LEAVE FOR LEGAL PROCEEDINGS

Paragraph 151. Leave with compensation will be granted to the extent necessary for attendance at any legal proceedings when such attendance is requested by the School District or compelled by subpoena in third party proceedings which arise out of his or her performance of a duty for the School District.

**Paragraph 152.** No compensated leave under this Article will be granted if the Paraprofessional is a defendant in a criminal case or proceedings in which the Paraprofessional or Association is the adverse party to the Committee, nor for proceedings personal to the Paraprofessional and not directly related to his/her duties as a Paraprofessional.

#### **ARTICLE XVI - MILITARY LEAVE**

**Paragraph 161.** Military leave without pay shall be granted to a Paraprofessional who serves in any branch of the Armed Forces of the United States. Upon his/her return from military leave, a Paraprofessional shall be placed on the Salary Schedule at the level he/she would have attained had he/she remained actively employed in the Hampden-Wilbraham School District during the period of his/her absence, subject to a maximum of two (2) years.

**Paragraph 162.** Up to seventeen (17) days per school year for Employees called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.

Paraprofessionals who serve on such temporary active duty will not suffer any loss of regular earnings for time spent on active duty provided all monies received for duty occurring on days when school is in session, is turned over to the District.

#### **ARTICLE XVII - MISCELLANEOUS**

**Paragraph 171.** A leave of absence without pay may, upon application in writing, be granted or extended in the sole discretion of the Committee. All matters pertaining to salary increment, supplementary compensation and duties, accumulated sick leave and related matters as they shall be applied upon the return from an original or an extended leave of absence shall be determined by the Committee in each instance and whenever possible, transmitted in writing to the Paraprofessional at the time the leave is granted. A Paraprofessional who receives an extended leave of absence shall retain his accumulated sick leave as of the date on which the extended leave of absence is granted provided, however, that additional sick leave shall not accrue or accumulate during the period of said extended leave of absence. A Paraprofessional who is granted a leave of absence will notify the Superintendent, in writing, by March 1<sup>st</sup> of his intent to return, or not return, for the ensuing school year. This notification is based on the Paraprofessionals best information and intent at the time. It is non-binding and provided to assist the Administration in making tentative staffing plans for the ensuing school year.

#### **ARTICLE XVIII - LEAVE TIME**

**Paragraph 181.** Each employee will be entitled to eighteen (18) paid Leave Days each year as per the following:

- (a) Three (3) of the eighteen (18) days may be used to conduct personal business that cannot be done while school is in session.

- (b) The use of personal business days is restricted as follows:
  - (i) During the first six (6) days of a new school year and the last five (5) days of the school year.
  - (ii) During the day before and the day after a school vacation or legal holiday.
  - (iii) Exceptions to (1) and (b) must be for marriage, college Parent orientation, or attendance at legal proceedings or extraordinary family/personal issues.
  - (iv) Notification for the use of Leave Days for personal business must be given 48 hours in advance. No reason will be required. In unforeseen circumstances the 48 hours notification may be waived.
- (c) Unused Leave Days shall accumulate to two hundred twenty-five (225) days.
- (d) Before disbursing any Leave pay for more than five (5) consecutive school days, the Superintendent may require a statement signed by the attending physician describing the illness or injury, a diagnosis and prognosis. This required statement must certify that, in the doctor's opinion, working during the period in question would have been contrary to good medical advice. In conjunction with the Association President, the Superintendent may also require a statement from an attending physician if it is determined that the employee has developed a pattern of absences either within the present school year or over a period of prior school years. A reason for Leave need not be given for 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> Leave Days. The Superintendent reserves the right to inquire into specific reasons if three (3) consecutive Leave days are requested provided there is a reasonable basis to do so.
- (e) An employee on leave of absence for any reason is not entitled to Leave Day pay during the period of the employee's leave.
- (f) Employees are eligible to use up to five (5) days as family illness days per year to be deducted from the leave.
- (g) Employees new to the system will receive eighteen (18) days at the start of their first year of employment. Should the employee voluntarily separate from employment prior to the end of the first year, leave shall be adjusted on a pro-rated basis and any days owed the District shall be deducted from any final payments due upon severance of employment.
- (h) No employee will be granted a non-paid day in lieu of the provisions as stated in this Article, unless sufficient notice has been given to the Superintendent, it has been approved by the employee's immediate supervisor, and is to be used due to extraordinary circumstances of an extreme personal nature. Circumstances that extend vacation time, wedding plans, or vacation/business trips for family members will not qualify.
- (i) Retirement buyback to include 33 days for 10 month employees.

- (j) The Superintendent may approve additional Leave Days at his discretion.
- (k) With the advance approval of the Superintendent or his/her designee, Paraprofessional Employees who are duly authorized representatives of the Massachusetts Teachers Association or the National Education Association may, at the discretion of the Superintendent or his/her designee, be allowed to attend conference and conventions sponsored by the Association. A written request using the established conference and travel form must be submitted to the employee's supervisor. The District agrees to authorize up to five (5) days per year (total for Unit C) with pay for this purpose.

#### **ARTICLE XIX - RELIGIOUS LEAVE**

**Paragraph 191.** A Paraprofessional may be granted up to three (3) days for religious observance if the requirements of one's religion prohibits the Paraprofessional from working on that day. Such leave shall not be deducted from sick leave. Documentation in support of such requirement of one's religion will be provided by the Paraprofessional upon request by the Superintendent of Schools or his designee.

#### **ARTICLE XX - LEAVE TIME**

**Paragraph 201.** An Employee on leave of absence for any reason, except sick as defined in Article 18, or in other parts of the Agreement, is not entitled to Leave pay during the period of their leave.

**Paragraph 202.** In the event of the breach by Association or by any of the Professional Employees or any of the provisions of Paragraph 31, all of the obligations of the Committee under the provisions of this Article XX with respect to any Professional Employee who directly, indirectly, or in any manner encourages or participates in said breach shall be of no further force or effect.

**Paragraph 203.** An Employee may use up to five (5) days of leave per year for illness in the immediate family, such to be defined as mother, father, spouse, children or other dependent living within the Employee's household and for whom an Employee provides daily care and responsibility.

**Paragraph 204.** Upon retirement or death following ten (10) years or more of continuous work in the employ of the School District, an Employee or his/her estate, as the case may be, shall be entitled to receive severance pay in an amount equal to one-sixth (1/6) of his/her accumulated unused leave, not to exceed thirty-three (33) days.

Written notice must be received by the Superintendent of Schools by February 1, in order to allow inclusion of the necessary funds in the next fiscal year's budget. This notice provision will not apply in cases of estate.

**Paragraph 205.** In lieu of Paragraph 204, an Employee who is retiring may be allowed a salary adjustment in the last year of service before retirement, provided written notice is given to the Superintendent by February 1, of the year prior to the last year of service. The salary adjustment will be equal to the amount the Employee would have received under the severance pay option of Paragraph 204.

#### **ARTICLE XXI - WORKERS' COMPENSATION**

**Paragraph 211.** In the manner and to the extent provided in this Article, a Paraprofessional who is unable to work because of an occupational illness or injury incurred in the course of his/her work as an Employee of the Committee which is acknowledged by the Third Party Administrator as compensable under the Massachusetts Workers' Compensation Law shall, upon notice to the Committee as soon as possible after the occurrence of said injury, receive only the difference between his/her current salary and the amount he/she received as workers' compensation. Such difference shall be charged to accumulated sick pay and shall not exceed the difference between the daily workers' compensation benefits and the Employee's daily pay.

#### **ARTICLE XXII - WORK DAY AND WORK YEAR**

**Paragraph 221.** The normal work day for full time Unit C employees shall be no less than 6.25 hours per day. The administration may add time to this base as it fits a specific position. The employee's work day may change from year to year. (In other words, an employee who works more than 6.25 hours per day one year, may be reduced back to 6.25 hours the following year.) The work day will include a thirty (30) minute lunch and a fifteen (15) minute morning break. The normal work week shall be Monday through Friday.

**Paragraph 222.** The normal work year for Paraprofessionals shall be the number of full days school is in session as defined by the school calendar plus two (2) days before the beginning of the school year and two (2) early release days within the school year as determined by the District. Notification of any additional days as well as the two early release days employees are required to work, will be sent to the employees covered by this agreement no later than the first day of return to the new school year. The purpose of the additional days will be for job skill development or assisting classroom teachers with instructional or curriculum based activities.

**Paragraph 223.** When an employee is directed to report prior to his/her regularly scheduled work day or after his/her regularly scheduled work day in order to ensure adequate supervision of students, such additional time shall be compensated at the employee's regular hourly rate unless such hours are such that they are required to be compensated at overtime rate under applicable law. This type of assignment does not affect the right of the employer to stagger starting and end times of the regular work day of paraprofessionals, which shall not entitle employees to any additional compensation. The right to determine the number of employees and the amount of time necessary to ensure adequate supervision of students shall be at the discretion of the employer.

**Paragraph 224.** On professional development days, Unit C members are expected to work their normal hours. If an administrator wants to have a meeting go beyond the normal hours of a unit member, Unit C members attending that meeting will be paid for the extra time. This includes the first days of school.

**Paragraph 225.** The administration will make time available during the regular school day and the unit member's regular hours to fulfill all state mandated items.

#### **ARTICLE XXIII - PAID HOLIDAYS**

**Paragraph 231.** Permanent Employees of the bargaining unit shall be entitled to the following ten (10) paid holidays per year: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday, and Memorial Day.

#### **ARTICLE XXIV - EMERGENCY SCHOOL CLOSING**

**Paragraph 241.** An Employee who reports for work and whose work day ends as the result of an emergency school closing shall be compensated at the rate of one-half (½) day's pay if the work day ends in the first half of the work day and shall be compensated at the rate of a full day's pay if the work day ends in the last half of the work day.

#### **ARTICLE XXV - USE OF PERSONAL MOTOR VEHICLE**

**Paragraph 251.** In arranging schedules for Paraprofessionals who are assigned to more than one (1) school, the Committee will endeavor to limit the amount of interschool travel and the Employees so assigned will be notified of any schedule changes as soon as practicable. An Employee assigned to more than one (1) school in a single school day will be compensated at the prevailing mileage rate paid by the School District.

**Paragraph 252.** Employees who are required to use their personal motor vehicle on school business shall be paid mileage at the prevailing mileage rate paid by the School District.

**Paragraph 253.** Employees in the bargaining unit are covered under the provisions of Chapter 258 of the General Laws of Massachusetts.

#### **ARTICLE XXVI - SUBSTITUTE TEACHER**

**Paragraph 261.** When a Paraprofessional is used in a situation as a substitute teacher for a period of greater than one(1)hour or through one-half of the scheduled work day paraprofessional shall be paid an additional \$20.00 a day. Should a paraprofessional work greater than one-half of the scheduled work day, paraprofessional shall be paid an additional \$35 a day. Effective with the start of the 2018/2019 school year, the compensation for working greater than one-half of the scheduled work day as a substitute teacher shall be increased from

\$35 a day to \$40 a day. To avoid unreasonable minimal time increment accumulations, substitute coverage shall be in one-half hour increments or greater to be eligible for payment.

## **ARTICLE XXVII - PROBATIONARY PERIOD**

**Paragraph 271.** The first one hundred thirty (130) days of actual work in a full duty work capacity by a new Employee covered by this Agreement shall constitute such Employee's trial period during which no transfer, layoff, suspension, discipline or discharge with respect to such Employee shall be construed as a violation of any of the provisions of this Agreement or cause for or subject to the grievance procedure or arbitration.

## **ARTICLE XXVIII - NON-DISCRIMINATION**

### **SECTION ONE**

**Paragraph 281.** The Employer and the Union agree not to discriminate against any person covered by this Agreement, with respect to their employment, based on their race, religious creed, national origin, ancestry, age (if forty [40] years of age or older), sexual orientation, sex, or exercising their right to join a union or engage in concerted and lawfully protected activity, or other basis protected by applicable law, including but not limited to, qualified handicapped persons who can perform the essential functions of a position with reasonable accommodation. The Parties further agree that Employees are prohibited from discriminating against any person with whom they come in contact with during the course of their employment based on their race, religious creed, national origin, ancestry, age, sex, handicap or other basis protected by applicable law, including but not limited to, their exercising or choosing to refrain from exercising their right to join a union, or engage in concerted and lawfully protected activity.

### **SECTION TWO**

**Paragraph 282.** The Employer and the Union acknowledge that sexual harassment is a form of unlawful sex discrimination, and the Parties mutually agree that no Employee should engage in or be subjected to such harassment. Employees who engage in such conduct shall subject themselves to disciplinary action. The term sexual harassment as used herein shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- A. Submission or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as the basis for employment decisions;
- B. Such advances requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

### **SECTION THREE**

**Paragraph 283.** Employees who have been subject to, or have information about an incident or incidents or sexual harassment, must report the same in writing immediately to the Building Principal. A grievance alleging a violation of this Article or other unlawful discrimination shall be filed initially at Step Two of the grievance procedure. Such action must be brought within ten (10) calendar days from the alleged act or occurrence.

### **ARTICLE XXIX - ELECTION OF REMEDIES**

**Paragraph 291.** If the grievance regarding any provision of this Agreement provides a right or benefit that can be pursued in another forum and is not resolved at Step Two and if the Union wishes to pursue the matter, the Employee and the Union must both agree to an election of forums/remedies. In order to proceed to arbitration, a demand must be filed by the Union in the manner and within the time limits set forth in Paragraph 114 of the Grievance and Arbitration procedures. In addition, the demand must be accompanied by an Employer approved election of remedies form, signed by the Employee, agreeing to an exclusive forum for resolving the discrimination claim and expressly electing to forego their right to proceeding with the matter before the Massachusetts Commission Against Discrimination, the Equal Employment Opportunity Commission, other administrative agencies and/or the Courts. No grievance will be processed further unless such a signed election is presented to the Employer within the period set forth in Paragraph 114 of the Grievance and Arbitration Procedures of this Agreement.

### **ARTICLE XXX - INSURANCE**

**Paragraph 292.** Upon the request of an Employee, the Committee will enter into an agreement with said employee to reduce the amount of his/her salary to the extent permitted by Section 403 of the Internal Revenue Code and as it may be amended from time to time and to apply the amount of said reduction in salary to the purchase of two (2) tax sheltered annuity plans for said employee.

**Paragraph 293.** The Committee agrees that in the manner and to the extent provided in this Article it will purchase and maintain in effect during the terms of this Agreement group insurance for the benefit of each full time and regular part-time employee in the employ of the Committee in accordance with the following schedule:

- (a) The Committee will purchase and pay fifty percent (50%) of the premium for group life insurance in the amount of ten thousand (\$10,000) dollars on the life of each eligible employee.
- (b) Health Insurance for retirees shall be maintained for the life of this Agreement.
- (c) The Committee will continue the long-term disability insurance for each eligible employee and will pay fifty percent (50%) of applicable premium.

## ARTICLE XXXI - TUITION REIMBURSEMENT

**Paragraph 294.** The Committee will pay \$100 per credit hour up to a limit of \$600 within a fiscal year for courses at accredited colleges, universities or other professional training schools, which are taken with the advance approval of the Superintendent of Schools. Such approval will not be unreasonably withheld; however, final decision will be with the Superintendent of Schools and not be subject to the grievance procedure. No employee shall be entitled to reimbursement for more than one course per semester. Evidence of the payment of full tuition and of successful completion of the course with a passing grade must be submitted to the Superintendent to obtain reimbursement. Any course taken must be related to the improvement of skills within the employee's job description.

## SALARY SCHEDULE

**Longevity** The Parties have agreed that effective with the start of the 2018/2019 school year, a new longevity benefit shall be added to the collective bargaining agreement and shall replace the salary schedule entries for "16-25 yrs" and "26+ years". For the 2017/2018 school year only, those employees who were eligible for the "16-25 yrs" and "26+ years" steps were compensated at those steps on the salary schedule, which steps are based on adding the previously agreed twenty-five cents (\$.25) per hour for "16-25 yrs" and by adding the previously agreed thirty cents (\$.30) per hour for the "25+ years". Beginning with the 2018/2019 school year, annual longevity payments shall be made to eligible employees, which annual payments shall be divided into two equal installments with the first installment being made at or about the midway point of the school year and the second installment being paid at the end of the school year. The annual longevity payment amounts shall be as follows:

After Fifteen (15) Years;	\$400.00;
After Twenty (20) Years:	\$550.00;
After Twenty-Five (25) Years:	\$700.00; and
After Thirty (30) Years:	\$850.00

Only full years of service count towards meeting longevity requirements.

**2017-2018 SCHOOL YEAR**

<u>Step</u>	<u>2% FY18 Rate</u>	<u>Salary Based on 6.25 hr/day 191 days</u>
<b>1</b>	\$14.93	\$17,822.69
<b>2</b>	\$15.38	\$18,355.01
<b>3</b>	\$15.83	\$18,898.32
<b>4</b>	\$16.30	\$19,457.71
<b>5</b>	\$16.78	\$20,033.66
<b>6</b>	\$17.28	\$20,626.66
<b>7</b>	\$17.79	\$21,237.20
<b>8</b>	\$18.32	\$21,865.83
<b>9</b>	\$18.86	\$22,513.05
<b>10</b>	\$19.42	\$23,179.44
<b>11</b>	\$19.99	\$23,865.55
* <b>16-25 yrs</b>	\$20.24	\$24,163.99
** <b>26+ years</b>	\$20.54	\$24,522.11

\* *In year 1 - Add Step 16 - add an additional \$.25 per hour after 15 years of service*

\*\* *In year 2 - Add Step 26 - add an additional \$.30 per hour after 25 years of service*

**2018-2019 SCHOOL YEAR**

<b><u>Step</u></b>	<b><u>1%</u> <u>FY19 Rate</u></b>	<b><u>Salary Based</u> <u>on 6.25 hr/day 191 days</u></b>
<b>1</b>	\$15.08	\$18,001.75
<b>2</b>	\$15.53	\$18,538.94
<b>3</b>	\$15.99	\$19,088.06
<b>4</b>	\$16.46	\$19,649.13
<b>5</b>	\$16.95	\$20,234.06
<b>6</b>	\$17.45	\$20,830.94
<b>7</b>	\$17.97	\$21,451.69
<b>8</b>	\$18.50	\$22,084.38
<b>9</b>	\$19.05	\$22,740.94
<b>10</b>	\$19.61	\$23,409.44
<b>11</b>	\$20.19	\$24,101.81

**Only after 15 years of service count towards meeting initial longevity requirements**

<b>After Fifteen (15) Years</b>	\$400.00
<b>After Twenty (20) Years</b>	\$550.00
<b>After Twenty-Five (25) Years</b>	\$700.00
<b>After Thirty (30) Years</b>	\$850.00

**STUDY COMMITTEE**

The Parties have agreed to form a working subcommittee consisting of an equal number of representatives of the Administration and the Association to consider possible changes to provisions of the Unit C Agreement to make the agreement consistent with other District collective bargaining agreements around issues attendant to leave. Any agreements reached subsequent to ratification of this Memorandum of Agreement will require a subsequent ratification by the Parties.

**ARTICLE XXXII - DURATION**

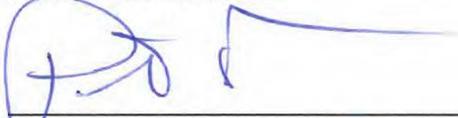
**Paragraph 301.** The provisions of this Agreement shall take effect on July 1, 2017 and shall continue in effect until and including June 30, 2019.

IN WITNESS WHEREOF, the Hampden-Wilbraham Regional School Committee has caused this Agreement to be executed in its behalf by Patrick Kiernan and Albert G. Ganem, Jr. its representatives duly authorized, and the Hampden-Wilbraham Education Association has caused this Agreement to be executed in its behalf by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ its representatives duly authorized, on \_\_\_\_\_, 2018.

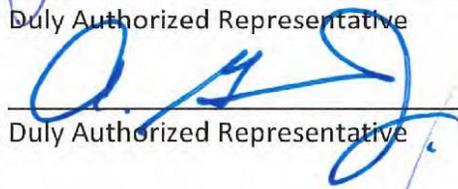
The signatures of: Patrick Kiernan  
and Albert G. Ganem, Jr.

Witnessed by:  
Loren W. Belsely

THE HAMPDEN-WILBRAHAM REGIONAL  
SCHOOL COMMITTEE

  
\_\_\_\_\_

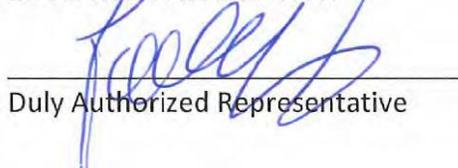
Duly Authorized Representative

  
\_\_\_\_\_

Duly Authorized Representative

The signatures of:  
Patrick Moriarty

HAMPDEN-WILBRAHAM  
EDUCATION ASSOCIATION

  
\_\_\_\_\_

Duly Authorized Representative

\_\_\_\_\_

Duly Authorized Representative

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Duly Authorized Representative