

AGREEMENT

BETWEEN

THE GRANBY SCHOOL COMMITTEE

AND THE

GRANBY SCHOOL PARAPROFESSIONALS - UNIT D

OF THE

GRANBY EDUCATORS' ASSOCIATION

July 1, 2023 - June 30, 2026

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ARTICLE I
RECOGNITION

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

ARTICLE II
NEGOTIATION PROCEDURE

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

ARTICLE III
GRIEVANCE PROCEDURE

SECTION I:

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

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

LEVEL ONE:

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

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

LEVEL TWO:

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

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

LEVEL THREE:

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

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

SECTION II.

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

SECTION III:

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

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

ARTICLE IV

MANAGEMENT RIGHTS

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

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

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

ARTICLE V

OBSERVANCE OF DUTIES

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

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

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

ARTICLE VI

WORK DAY/WORK YEAR

A.

1. The regular work hours of a full-time Paraprofessional shall be six (6) hours per day, thirty (30) hours per week, Monday through Friday, exclusive of daily, thirty (30) consecutive minutes duty free lunch period. Paraprofessionals who are regularly scheduled to work thirty (30) or more hours per week shall have one daily paid (15) minute duty free break to occur at a mutually convenient time for the teacher or Principal and the paraprofessional.
2. Part time Paraprofessionals will receive the same hourly pay as those covered in paragraph 1.A, but will not be eligible for benefits unless their schedule calls for a minimum of fifteen (15) hours per week. They will receive pay and benefits (except health benefits) on a pro rata basis.

3. A part time employee will be eligible for health insurance as set forth by Federal and State statutes. No employee will be reduced in hours in order to eliminate his/her eligibility for health insurance coverage.
- B. Paraprofessionals will report for duty and will terminate their school year duty on dates set by appropriate building administrators. Such duty may begin up to two (2) days prior to the first date on which students report. Total work year must not exceed one hundred eighty-five (185) whole or partial days. Paraprofessional assignments are subject to modifications as specified in Section O below.
- C. While this Article defines the normal workday, work week, and work year, nothing herein shall be construed as a guarantee to any employee of the number of hours of work per day or per week, or the length of the work year.
- D. **Condition of Employment:** It shall be the duty of the employee in time of sickness to notify his/her supervisor as soon as possible that he/she will not be able to report to work for the day. The Committee will provide a substitute paraprofessional whenever the employee is unable to report to work, provided an appropriate substitute is available.
- E. **Responsibilities:** All employees covered by this Agreement will perform their duties and responsibilities in a diligent manner and consistent with the highest ideals of service. Building Principals in conjunction with the Special Education Administrator are responsible for scheduling the workday for all paraprofessionals. This may include but not be restricted to supervision of recess, lunch, or dismissal, etc. Employees specifically hired or assigned to programs that provide Kindergarten through high school students with assistance in diapering, or active participation in toileting assistance will receive an additional two dollars (\$2.00) per hour. Diapering, or active participation in toileting assistance is not a regular expectation of those employees not specifically hired or assigned for those duties.
- F. **Job Descriptions:** All members of the bargaining unit shall be given copies of their job descriptions upon hire. A copy of all job descriptions applicable to paraprofessionals will be kept in the Superintendent's Office. All Building Representatives will receive copies of job descriptions.
- G. **Conferences:** The Committee agrees to pay reasonable expenses incurred by members of the bargaining unit who attend workshops, seminars, conferences, or other professional improvement sessions at the request of their building Principal or Superintendent.
- H. **Liability:** All employees covered by this Agreement when performing their duties and responsibilities are covered by the School Department's general liability insurance policy.
- I. **Substitute Coverage:** Paraprofessionals may be called upon to provide coverage for a teacher on a part time basis so that the teacher may attend meetings. Paraprofessional will be paid at the rate of \$6.00 per hour over their regular hourly rate for scheduled coverage for blocks of 15 minutes or more to

be accumulated to one hour segments per week. Paraprofessionals may be called upon to substitute for a teacher in the event of an emergency. After one such full day of coverage in a year, the paraprofessional will have the right to refuse additional requests to cover a full day. If such an assignment is accepted, the paraprofessional will be paid at the rate of \$35 over his/her regular daily rate for each day substituted.

- J. **Staff Meetings/Professional Development:** Paraprofessionals, given reasonable notice, may be expected to attend a before/after school meeting (for example; sped, staff, building, dept., para). Paraprofessionals will be compensated at their hourly rate for the duration of the meeting.

If paraprofessionals are requested to stay longer, time cards will be submitted for the additional time in one-half hour increments.

Paraprofessionals on Steps 1-5 who attend professional development activities outside of his/her normal work day shall be reimbursed at the rate of eighteen (\$18.00) per hour. Paraprofessionals on Steps 6-9 who attend professional development activities outside of his/her normal work day shall be reimbursed at the rate of twenty (\$20.00) per hour.

To ensure payment for all activities warranting compensation, timecards must be filled out and approved by the building principal and processed.

- K. **Evening Events:** Paraprofessionals will be required to attend only the fall parent evening event (Parents' Night).
- L. **Curriculum/PD Days:** All paraprofessionals will attend all scheduled curriculum half days and full Professional Development Days. Administration will make every effort to provide meaningful training for staff members, and if not available, the paraprofessional will be assigned work. The work schedule will be decided in collaboration with their assigned teacher or Principal if necessary and the paraprofessionals will be informed of the schedule.
- M. Paraprofessionals will receive one seat on the building professional development committee.
- N. Paraprofessionals will work all the parent teacher conference days. They will be released early with the students on the last half day of the parent teacher conferences falling during the first semester. The afternoon work schedule will be decided in collaboration with their Principal if necessary and the paraprofessionals will be informed of the schedule the Monday of the parent teacher conferences. If a paraprofessional is required to work instead of being released at this time, compensation time will be arranged with the building principal.
- O. All paraprofessionals will end their workday on the last day of the school year, fifteen (15) minutes after the students are dismissed.
- P. By June 1st, all paraprofessionals shall be notified of his/her assignment for the

following school year. Each notification of assignment will include the paraprofessional's start and end times. In the event of unforeseen circumstances, including adjustments to the budget during the school year assignments may be changed as necessary.

- Q. All duties shall be equally distributed between paraprofessionals in a building. The parties recognize that in the case of One-on-One Paraprofessionals accommodations might be required.

ARTICLE VII EVALUATION

A. Definition of Evaluation

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

B. Gathering Information

Evaluation may consist of formal or informal observation of daily or other work performance. Formal observations shall include any substantial review of work performance with a view towards completing a written evaluation of the employee's performance. Informal observation would include daily interactions between employees and supervisors. Paraprofessionals shall be notified a minimum of two work days in advance of formal observations. The notification shall include date, time and place. Administrators shall begin the evaluation process no later than January 15th.

C. Criteria

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

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

9. Attendance/Punctuality.

D. **Reporting Results**

1. For each formal observation, the evaluator will provide a narrative, which identifies areas of strength as well as areas which need improvement based upon established criteria. Where there are areas needing improvement, the evaluator should provide, as far as practicable, (1) specific recommendations for improvement, (2) direct assistance to implement such recommendations, and (3) a reasonable time schedule to monitor progress. The evaluator shall rate specific criteria and/or the total evaluation as excellent, satisfactory or needs improvement. Not all criteria needs to be rated in every evaluation report.
2. Each formal observation will be followed by a conference to be scheduled within three (3) workdays after the observation.
3. The employee will acknowledge that an opportunity was afforded to review the written narrative by signing the copy to be filed. It is expressly understood that such signature does not necessarily indicate agreement with the contents thereof.
4. The employee may respond in writing to the evaluation report. Such response will be placed in the employee's personnel file, attached to the evaluation report, and must be submitted to the Superintendent's office within ten (10) school days of receipt of the evaluator's report.
5. An employee in his/her first year of employment will be evaluated twice once each semester. In the second and third year of employment an employee will be evaluated annually. After three (3) years of continuous employment an employee will be evaluated no less than every other year at the supervisor's discretion. Evaluations will be completed using the Paraprofessional's Summative Evaluation Form (see Appendix A).

E. **Probationary Period:** All new employees will be considered probationary employees in their first calendar year of employment. Probationary employees are at will employees and may be demoted or dismissed without access to the grievance and arbitration provisions of this Agreement.

F. The District shall forward to a paraprofessional any parent complaint as soon as possible.

ARTICLE VIII

TRANSFER

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

ARTICLE IX
SICK LEAVE

- A.** Sick leave is intended to provide insurance against loss of income due to personal illness. Sick leave may be used for personal illness or disability, personal medical appointments, quarantine for communicable disease, or for personal leave days as provided for in ARTICLE XI. Up to ten (10) of these days per year may be used for illness in the immediate family, that is, spouse, parent, or child. These days may also be used for a family member living within the employee's household. The Superintendent may grant additional requests for sick leave for personal illness or disability or to attend to a critically ill family member at the sole discretion of the Superintendent. The Superintendent's decision will not be subject to Article III of this agreement. Abuse of this sick leave provision will subject the employee to disciplinary action.
- B.** All sick leave is on an accrued monthly basis and cannot be taken until earned. Sick leave days begin accruing on the first day of employment. Sick leave days are accumulated at a rate of fifteen (15) days per year (i.e. 1.5 day/month).
- C.** Employees shall have unlimited accumulation of sick leave.
- D.** A physician's statement may be required for three (3) or more consecutive days of absence due to illness or perceived pattern of abuse.
- E.** Accrued sick leave may be used for doctor's appointments.
- F.** Each part-time paraprofessional shall be entitled to sick leave benefits according to the provisions outlined below:

 - 1. The daily rate of pay determined by the contract conditions, and stated therein, shall pertain.
 - 2. Part-time paraprofessionals will receive sick leave based upon a prorated calculation of the number of days and the number of hours they are contracted to work. The basis for this calculation will be the days per year granted to full-time paraprofessionals contracted to work a full school year.
 - 3. The terms and cumulative limit will be the same as that for full-time paraprofessionals.
- G.** The employee, when entitled to sick leave, must notify his/her supervisor of illness each day of such illness as early in the day as possible, except in case of approved medical leave. If the employee does not call, sick leave may not be paid. The employee may be requested to furnish proof of illness from his/her physician before being granted pay for sick leave if reasonable grounds exist. An approval may also be required before an employee is permitted to return to work. Such an approval would certify that the employee is physically fit to perform assigned work.

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

I. All leaves will be in accordance to Federal, State and Granby FMLA Policy.

J. **Sick Leave Bank**

A. Sick Leave Bank Committee. There shall be established a joint six-member Sick Leave Bank Committee to administer the provisions of this section. The Committee shall be composed of one member per each unit participating in this Agreement, as appointed by a vote of the participating members of each unit and three persons appointed by the School Committee and/or Superintendent, at least one being a member of the School Committee. The Sick Leave Bank Committee shall act by majority vote of those members present and voting.

B. Contributions to the Bank.

1. Initial and Annual Contributions. Each employee covered by this agreement may become a member of the Sick Leave Bank by donating two sick leave days to the bank within forty-five (45) days of the effective date of this contract or within forty-five (45) days of his/her Employment by the School Committee, whichever is later. Thereafter, each year one (1) day will be added to the bank by each member of the bank, but the number of days in the bank cannot exceed four times the number of employees within the participating units. Any member of the Sick Leave Bank may withdraw from the bank for a subsequent school year by giving written notice to the Sick Leave Bank Committee and the School Committee by September 15 of the School year during which he/she no longer desires membership.

2. Supplementary Contributions If at the end of any school year the number of sick leave days in the bank are depleted to one-half or less of the maximum number of days, one (1) additional day for the bank may be assessed each member.

If the sick leave days in the bank exceed three-fourths of the maximum number of days at the end of a school year, the members of the bank will not be required to make the annual one-day donation at the start of the following school year.

Any bargaining unit member who retires or resigns employment with a sick leave accumulations of over 225 will have 20% of the sick days over 225 contributed to the sick leave bank.

3. Late Joining. If an employee who once decided not to join the Sick Leave Bank decides to join in a subsequent school year, the employee must do so between September 1 - September 15th of that school year. His/her initial donation to the bank must equal a total number of days that he/she would have donated to the bank through the years had he/she joined initially.

4. Continuation of Membership. No member of the Sick Leave Bank will be denied continuation of membership in the bank if a long-term illness has caused individual sick leave benefits to be exhausted, thus preventing donations to the bank required by Section B 1 of this Article.

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

- (1) demonstrated need of the applicant;
- (2) prior sick leave usage;
- (3) relative needs of other applicants; and
- (4) supply of days in the bank.

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

Each member of the Sick Leave Bank may receive up to twenty-five (25) days of sick leave from the bank per school year on approval of the Sick Leave Bank Committee. Additional days of sick leave from the bank may be granted by a majority vote of the membership of the Sick Leave Bank. If it is not feasible to receive this approval or vote prior to a member absence, the Committee may withhold the salary of the employee for the days in question until such time as a decision has been made. If the Sick Leave Bank Committee approves, the days shall be deducted from the bank's total and the employee shall be paid his/her salary in full for the days in question.

D. Miscellaneous

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

2. No payment from the Sick Leave Bank shall be made except on a regular warrant approved by the Committee.

3. As a condition of participating in the Sick Leave Bank, each member shall sign a statement as follows:

I, _____, hereby agree, as a condition of my eligibility to participate in the Granby Sick Leave Bank, that I will hold harmless the Granby School Committee from any and all liability arising out of or in connection with any act or omission which the Joint Sick Leave Bank Committee may make in regards to my application for benefits or any other aspect of my participation in said program.

ARTICLE X

Retirement Option

An employee upon retirement and after rendering twenty (20) years of continuous full-time service as a paraprofessional in Granby shall be paid for unused accumulated sick leave days (not to exceed one hundred (100) days) at a rate of fifty dollars (\$50.00) per day for the first fifty (50) days or portions thereof and sixty dollars (\$60.00) per day for the next fifty days or portions thereof. Employees are eligible for such retirement increment incentive only once during their career in Granby and must notify the Superintendent of their intention to retire by March 31 of the school year preceding the year the retirement will take place.

Paraprofessionals shall be entitled to a one-time separation benefit of \$1,500.00, provided all of the following conditions are met:

- (1) A Paraprofessional must have fifteen (15) or more years of continuous service with the Committee.
- (2) A Paraprofessional must give written notice to the Superintendent of his/her intention to retire on or before February 1 of the school year preceding the school year in which retirement will take place.
- (3) The one-time separation benefit shall be payable in July. Payment will be made when the Paraprofessionals in fact retires.

ARTICLE XI

TEMPORARY LEAVE OF ABSENCE

Leave of absence is to provide time off to a full-time employee so that the employee may be absent from the job without losing any accrued benefits at the time of leave. All leaves will be in accordance to Federal, State and Granby FMLA Policy.

A. Leave of absence with pay.

1. **Bereavement Leave:** All employees shall be entitled to three (3) consecutive working days without loss of pay for death in the immediate family. Immediate family shall include grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, and cousin.

Employees will be allowed five (5) days of bereavement leave upon the death of a spouse, parent, brother, sister, child (including adopted, foster, step-child) or permanent resident living in the household of the employee. The Superintendent may request proof of residency. Two (2) additional days shall be granted for the death of an immediate family member requiring travel in excess of two hundred (200) miles. Additional bereavement leave may be granted by the Superintendent of Schools.

2. **Jury Duty:** A leave of absence will be granted for jury duty. The employee will be paid the difference between the jury pay and the employee's full pay.

3. **Subpoenaed to Court:** If an employee is subpoenaed to court as a witness or as a party involved in legal action on behalf of the school, the employee may be granted a leave of absence with pay upon approval of the Superintendent.
4. **Personal Day:** Three (3) days personal leave, not to be deducted from sick leave, may be granted annually for personal business or religious observance that cannot be conducted outside the normal working day. Any unused personal days may be accumulated for use in subsequent years up to a total accumulation for use in any year of five (5) days. Personal leave shall be granted upon submission of the Personal Day Request Form and approval of the Principal and Superintendent, where the personal business is beyond the control of the individual and cannot readily be scheduled after school hours. Except for emergencies or extenuating circumstances no more than three (3) consecutive work days may be taken at one time, not during the first two or last two weeks of the school year, and not before or after holiday and school vacation periods.
5. Emergency leave may be granted by the Superintendent.

B. Leave of absence without pay:

Granby Public Schools shall abide by the provisions of Massachusetts Parental Leave Act (MPLA). The School's policies regarding the MPLA are posted in a conspicuous location in each building. Parental Leave shall run concurrently with FMLA leave

- C. The Superintendent may grant a leave of absence without pay or increment of up to one (1) year to an employee for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Superintendent.
- D. The Superintendent may grant an employee a leave of absence, without pay or increment, for up to one (1) year for health reasons. Requests for such health leave will be supported by appropriate medical evidence. Additional leave may be granted at the discretion of the Superintendent.
- E. All requests for leaves, or for extensions or renewals of leaves, will be applied for in writing and must have the Superintendent's approval. All requests will be answered by the Superintendent in writing. Employees on leave shall notify the Superintendent in writing by March 1, indicating their intention to return for the succeeding school year. Failure to comply with this March 1 notification will be considered a voluntary resignation of employment.
- F. All benefits to which an employee was entitled at the time of his/her leave of absence including unused accumulated sick leave will be restored to him/her upon his/her return. He/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not available, he/she will be assigned a position as similar as possible to the position he/she held when the leave commenced.

- G. Other leaves of absence without pay may be granted by the Superintendent.
- H. Parental and adoption leave will be granted in accordance with state and federal law.
- I. Should one-half (1/2) or more of the employee year be completed, the employee will be treated for salary schedule advancement as if service has not been interrupted.
- J. The Superintendent may grant a leave of absence without pay of up to two (2) years to an employee who joins the Peace Corps or serves as an exchange employee and is a full-time participant in either of such programs. Any employee who desires to take such leave shall apply to the Superintendent prior to April 1 and be notified of the Superintendent's decision within thirty (30) days of receipt of the application. Upon return from such leave, an employee will be considered as if he/she had been actively employed by the Superintendent during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

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

- K. The Superintendent will grant military leave to an employee who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, an employee will be placed on the salary schedule at the level which he/she could have achieved had he/she remained actively employed in the system during the period of his/her absence.
- L. The Superintendent may grant a leave of absence of not more than three (3) years without pay or increment to any employee to campaign for or serve in a full-time public office.
- M. **Benefits affected by leave of absence without pay.** This section will not apply in the case of an employee granted military leave for annual active duty training in any military service of two (2) weeks duration.

- 1. Sick leave will not accrue during the period the employee is on leave of absence.
- 2. If the employee is on an unpaid leave of absence she/he will be responsible for premium payments of health and life insurance coverage to the extent required by law.

N. **Other:**

- 1. Leave of absence will be granted for a period not to exceed one (1) school year.
- 2. Requests for a leave of absence not covered by this Agreement will be considered by the Superintendent. In judging all requests for such

leaves, factors such as employee attendance, attitude toward job, and the basic reason for the request will be reviewed before a decision is rendered.

4. All benefits to which an employee was entitled at the time the leave of absence commenced including unused sick leave will be restored to the employee upon his/her return.

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

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

ARTICLE XIII
OVERTIME

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

ARTICLE XIV
PERSONNEL FILE

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

ARTICLE XV
LAYOFF AND RECALL

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

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

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

ARTICLE XVI
GENERAL

- A. If any provisions of this Agreement or any application thereof shall be found contrary to law, then such provision or application shall be deemed invalid and all other provisions or applications of this Agreement will continue in full force and effect.
- B. There would be no reprisals of any kind taken against any employee hereunder by either the Association or the Committee because of employee membership or non-membership in the Association, or because of employee participation or non-participation in the Association's lawful activities.
- C. No religious or lawful political activity of any employee covered hereunder will be grounds for any discipline or discrimination with respect to the employment of such employee.
- D. Copies of this Agreement will be emailed to employees covered hereunder.
- E. This Agreement constitutes the complete understanding between the Parties hereto, and may not be modified, altered or changed during the term thereof except by mutual agreement of the Parties. The Committee will carry out the commitments contained herein and give full force and effect as the Committee's policy. The Committee will amend its policies and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.
- F. Granby Public Schools recognizes the right of individuals to work and advance on the basis of merit, ability, and potential without regard to race, sex, color, disability, pregnancy and pregnancy related condition, religion, national origin, gender identity, sexual orientation, or age. Non-discrimination and equal opportunity are the policy of the School Committee in all of its employment programs and activities.

ARTICLE XVII
COMPENSATION SALARY AND WAGES

2023-2024		2024-2025		2025-2026	
STEP	HOURLY (2%)	STEP	HOURLY (2%)	STEP	HOURLY (2.5%)
1	\$16.86	1	\$17.84	1	\$18.29
2	\$17.49	2	\$18.49	2	\$18.95
3	\$18.12	3	\$19.20	3	\$19.68
4	\$18.82	4	\$19.86	4	\$20.36
5	\$19.47	5	\$20.44	5	\$20.95
6	\$20.04	6	\$20.65	6	\$21.17
7	\$20.25	7	\$21.07	7	\$21.59
8	\$20.65	8	\$21.49	8	\$22.03
9	\$21.07	9	\$21.92	9	\$22.47

*Everyone will stay at their current step on the newly adjusted scales in FY 24 and FY25 so as to not allow for double steps

- A.** Employees hired after the start of a school year will have to be employed for 91 work days in order to receive a step raise at the beginning of the following school year. Step raises will only be awarded at the beginning of each school year.
- B.** RBTs will receive a \$0.50 per hour differential. The RBT differential will be paid to those employees hired as RBTs. RBT positions will be evaluated and determined on an annual basis.
- C. Longevity:**
 - 1. An employee who has worked in the Granby Public Schools for fifteen (15) years will receive a stipend of \$814.07 effective July of the sixteenth (16th) year of employment.
 - 2. An employee who has worked in the Granby Public Schools for twenty (20) years will receive a stipend of \$1,018.09 effective July of the twenty-first (21st) year of employment.
 - 3. An employee who has worked in the Granby Public Schools for twenty-five (25) years will receive a stipend of \$1,300.00 effective July of the twenty-sixth (26th) year of employment.
 - 4. An employee who has worked in the Granby Public Schools for thirty (30) years will receive a stipend of \$1,630.15 effective July of the thirty-first (31st) year of employment.

- D. Employees may elect to be paid this annual rate in one of the following manners: such election will be made, in compliance with IRS regulations.
1. The annual wage will be divided into bi-weekly pay periods and will be paid from the first payday in September through the last payday in June.
 2. The annual wage will be will be paid by one of the two following methods:
 - a. Bi-weekly pay periods from the first payday in September, through the last payday in June, plus July and August bi-weekly installments on the last payday in June.
 - b. Bi-weekly installments from the first payday in September, through the last payday in August.
 3. All paraprofessionals will be required to have direct deposit of their wages in a bank chosen by the Paraprofessional.
- E. **Travel Reimbursement:** Paraprofessionals shall be reimbursed for work related travel at the IRS rate or town rate.

ARTICLE XVIII **UNION DUES**

The Committee agrees to deduct from the salaries of its employees dues for the Granby Educators' Association, Massachusetts Teachers' Association, and the National Education Association as said employees individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Association. Employee authorizations will be in writing on a form agreed upon by the Association and the Superintendent.

ARTICLE XIX
Tuition Reimbursement

- A.** The School Committee agrees to budget an amount of \$3,000 for the purpose of reimbursement to paraprofessionals for the cost of tuition for courses at accredited colleges, universities, or other professional training schools, which are taken with the advance approval of the Principal and Superintendent. Such approval will not be unreasonably withheld.

Each paraprofessional who has completed an approved course, and who shows proof of successful completion of the course with a passing grade and receipt for payment, will be reimbursed for the cost of tuition. Paraprofessionals may be reimbursed up to three hundred (\$300) dollars per year.

Paraprofessionals may use training funds for workshops, trainings, and other types of professional development relevant to their work. Paraprofessionals wishing to apply for funding shall follow the same pre-approval that is used for university courses.

Paraprofessionals who attend professional development activities outside of his/her normal work day shall be reimbursed at the rate of eighteen (\$18.00) per hour.

At the end of the school year, any left over money may be distributed pro-rata to employees whose reimbursement exceeded one hundred dollars at the discretion of the Superintendent. Employees must apply for additional reimbursement from leftover funds by May 15 in order to be considered for pro-rata distribution at the discretion of the Superintendent.

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

ARTICLE XX
HEALTHY WORK PLACE INITIATIVES

- A. The District will provide, at no cost to the employee, an annual flu shot. In addition, the District will provide, with no cost to the employee, any and all immunizations suggested for the school employees by the Department of Health, or other agency.
- B. The School Committee will provide a safe and healthy workplace.

ARTICLE XXI
DURATION

The provisions of this Agreement shall be effective as of July 1, 2023 or the first day of the work year. This Agreement shall continue and remain in full force and effect through June 30, 2026 and shall thereafter automatically renew itself for successive terms of one (1) year unless either the Committee or the Association shall have given the other written notice of its desire to modify or terminate the Agreement.

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

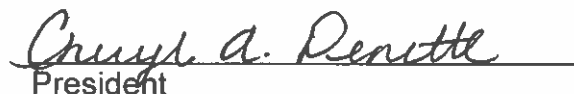
GRANBY SCHOOL COMMITTEE


Chairman

Secretary

3/5/2024
Date

GRANBY EDUCATORS'
ASSOCIATION, UNIT D


President

February 29, 2024
Date

APPENDIX A

GRANBY PUBLIC SCHOOLS PARAPROFESSIONAL SUMMATIVE EVALUATION

During the _____ school year _____ name _____ was assigned to the _____ school _____. Their responsibilities include but were not limited to: _____.

_____ The following is a summative evaluation based on formal (see attached) and/or informal observations throughout the year. The criteria for this evaluation is outlined in the Granby School Paraprofessionals, Unit D contract; September 1, 2017 – June 30, 2020.

Each area is rated as follows:

E – Excellent

S – Satisfactory

NI – Needs Improvement

Currency of the employee relative to the requirements of the assigned job.

E

S

NI

Comments:

Demonstrates positive interactions with teachers, parents and students.

E

S

NI

Comments:

Demonstrates flexibility in the work environment.

E

S

NI

Comments:

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

E

S

NI

Comments:

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

E

S

NI

Comments:

Attends work in a consistent and punctual manner

E

S

NI

Comments:

Demonstrates sensitivity to the differences among individuals.	E	S	NI
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Comments:

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

Comments:

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

Comments:

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

Comments:

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

Is a reflective and continuous learner.	E	S	NI
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Comments:

Overall performance evaluation.	E	S	NI
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Comments:

Signature/date

Signature/date

