

AGREEMENT
BETWEEN THE
MOUNT GREYLOCK REGIONAL SCHOOL COMMITTEE
AND THE
MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT
EDUCATORS ASSOCIATION,
EDUCATIONAL SUPPORT PERSONNEL

JULY 1, 2018 THROUGH JUNE 30, 2021

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ARTICLE I RECOGNITION

The Mount Greylock Regional School Committee recognizes the Paraprofessionals and Custodians of the Mount Greylock Regional School District, a Unit of the Mount Greylock Educators Association – MTA/NEA as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment as are herein set forth for the following employees:

1. All full-time paraprofessionals other than student and substitute employees,
2. All part-time paraprofessionals other than student and substitute employees if such part-time paraprofessionals' work schedule is at least 20 hours per week.
3. All full-time custodians of the Mount Greylock Regional School District, and
4. All part-time custodians who are scheduled to work twenty (20) or more hours per week.

The terms of this agreement shall apply to those employees who perform the duties and functions of paraprofessionals, regardless of whether or not these duties or functions are equivalent, or given new position titles.

ARTICLE II DEFINITIONS

Unless the context in which the following words and phrases appear unequivocally indicates otherwise, each such word or each such phrase shall have the following meaning:

- A. Educational Support Personnel: All employees within that unit recognized under Article I of this Agreement.
- B. Administrator: All professional personnel employed by the School Committee to serve in such positions as Superintendent, Assistant Superintendent, Principal, Business Manager, Director of Pupil Personnel Services, Assistant Principal, and other similar positions.
- C. Committee: The Regional School Committee or sub-committee thereof or a designated representative.
- D. Educational Support Personnel Transfer: That directive of the Principal issued during a school year which changes a "paraprofessional assignment" during the year in which the directive is issued.
- E. Open Position: An unfilled position covered by this Agreement.

- F. Leaves of Absence: That period of time during which a bargaining unit member is excused, pursuant to one or more provisions of this Agreement, from the performance of duties.

ARTICLE III COMMITTEE RIGHTS

The Association agrees that the Committee has complete authority over the policies and administration of the Mount Greylock Regional School District which it exercises under the provisions of law. It further agrees said Committee will continue to retain, whether exercised or not, the responsibility and prerogatives to direct the operation of the said school system in all aspects except same shall not be exercised in violation of any of the express terms and provisions of this Agreement.

The action of the Committee with respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration provision hereinafter set forth. Except as otherwise provided in this agreement, or as otherwise provided in statutes or rules or regulation promulgated under statute, the Committee, acting through its representatives, shall exercise its duties and responsibilities in such manner as prescribed by statute.

ARTICLE IV NEGOTIATION PROCEDURE

In the event that either party to this Agreement desires to negotiate on matters subject to negotiations under Chapter 150E of the General Laws, such party shall so notify the other prior to midnight of January 10 of the year in which the Agreement expires. Such notice shall be in writing, in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning the bargaining unit member's wages, hours, and other conditions of their employment. Such negotiations will include the subjects covered by this Agreement and any other subjects under Chapter 150E of the General Laws and any other Chapter of the General Laws pertaining to negotiations. Any agreement so negotiated and ratified will apply to all bargaining unit members covered under the recognition clause of this Agreement and will be reduced to writing and signed by the Committee and the Association.

ARTICLE V ALTERATION OR AMENDMENT OF THE AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in the Agreement, or with respect to any subject or matter not referred to specifically or not covered by this Agreement,

even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

- B. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms, conditions, undertakings, or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.
- C. The waiver of any breach or condition of this Agreement by either of the parties hereto shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- D. If any part of this Agreement is in conflict with law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this Agreement shall not be affected thereby.
- E. If either of the parties hereto shall during the life of this Agreement desires to make any proposal with respect to the modification or alteration of this Agreement or with respect to any matter not expressly covered by this Agreement, the said party may submit such proposal in writing to the other party and request a meeting. Within ten (10) days of the submission of such proposal, the recipient thereof shall acknowledge the receipt thereof and indicate whether or not it wishes to discuss the same. The submission of such proposal and any subsequent discussion thereof shall not be construed by either of the parties hereto as an agreement by the other that said proposal comes within the purview of this Agreement.

ARTICLE VI RIGHTS AND RESPONSIBILITIES

The Association and each bargaining unit member recognize the authority and responsibility of the Committee and administration to reprimand and discipline a bargaining unit member for good and sufficient cause. No bargaining unit member will for disciplinary reasons be reduced in rank or compensation or deprived of any professional advantage without good and sufficient cause.

The presence or absence of good and sufficient cause shall be subject to grievance and arbitration as provided in Article VIII unless the bargaining unit member proceeds to challenge the reprimand or discipline in a proceeding provided by statute, in which event the bargaining unit member shall not use grievance or arbitration provided for in this Agreement.

No bargaining unit member shall be reprimanded in public. If a bargaining unit member is to be reprimanded or disciplined, the bargaining unit member shall have the right to have an Association representative present.

The exercise of constitutionally protected rights of a bargaining unit member to pursue religious or political activity shall not be the grounds for any discipline or discrimination with respect to the employment of said bargaining unit member.

The exercise by a bargaining unit member of those rights vested in bargaining unit members, individually or collectively, by Chapter 150E of the General Laws of the Commonwealth (the collective bargaining law) will not be grounds for any discipline or discrimination with respect to the employment of said bargaining unit members.

Upon employment or re-employment, all employees in the bargaining unit must serve a six (6) month probationary period. Employees may be discharged at any time during the probationary period without access to the grievance arbitration procedure.

ARTICLE VII UTILIZATION OF SANCTIONS BY UNIT MEMBERS

The Association agrees that during the term of this Agreement it shall not foster, participate or encourage, either directly or indirectly, any strike, slowdown, walkout or similar activity which is disruptive to the affairs of the Committee or of the educational process.

ARTICLE VIII GRIEVANCE PROCEDURE

A. GRIEVANCE:

1. A "grievance" is a dispute concerning the interpretation or application of this Agreement or any amendment or supplement thereto.
2. All time limits herein shall consist of school days. The time limits indicated hereunder shall be considered maxima unless extended by mutual agreement in writing.
3. The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level in accordance with the terms hereof.
4. The Committee and the administration will cooperate with the Association in investigation of any grievances by making available to the Association all recorded information in the possession of the Committee which is within the public domain, to the extent so requested by the Association.
5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
6. The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise, from time to time, affecting the welfare or working conditions of employees covered by this

Agreement. Nothing herein contained will be construed as limiting the right of the Association, with or without the affected employee(s), from having informal meetings with members of Administration to discuss matters related to outstanding grievances.

B. GRIEVANCE PROCEDURE:

1. Level One. A unit member with a grievance shall, not later than twenty (20) school days of the date the grievant knew or ought to have known of the alleged act or omission present the grievance in writing to the Principal directly or through the Association. In the event that the unit member is not directly responsible to an individual Principal, then the grievance shall be presented in writing in his/her immediate supervisor. The Principal or immediate supervisor shall respond to the grievance in writing within ten (10) school days.
2. Level Two. If the grievance is not resolved to the satisfaction of the grievant, the grievant, either directly or through the Association, may present the grievance, in writing to the Superintendent, within ten (10) school days of the response of the Principal or immediate supervisor. The Superintendent shall respond to the grievance, in writing, within ten (10) school days.
3. Level Three. If the grievance is not resolved to the satisfaction of the grievant, the grievant, either directly or through the Association, may present the grievance, in writing, to the School Committee, within ten (10) school days of the response of the Superintendent. The School Committee shall respond to the grievance, in writing, within twenty (20) school days.
4. Level Four. If the grievance is not resolved to the satisfaction of the Association, and the Association indicated in writing, addressed to the Committee that the grievance is meritorious and that it involved in the opinion of the Association a dispute concerning the interpretation or application of the Agreement, the Association may submit the grievance, in writing, for arbitration with the American Arbitration Association within twenty (20) school days of the response of the School Committee.
5. All decisions rendered at Levels Two and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and/or the Association.
6. No reprisals will be taken by the Committee or the school administration against any unit member participating in the presentation of a grievance in accordance with provisions of this Agreement because of such participation.
7. If a grievance affects a group or class of unit members, the Association as well as the unit member may submit such a grievance at Level Two.

8. The President of the Association or his/her designee shall have the right to participate in the investigation and processing of a grievance. If it is necessary that such investigation or processing occur during a regular workday of the said President or his/her designee, he/she shall be released from regular duties for such purposes without loss of pay or other benefits.
9. If the Association or grievant fail to timely process a grievance to the next step of the grievance procedure, the right to continue processing the grievance is waived.
10. If the Committee or Administration failed to answer the grievance on time it is considered a denial of the grievance and the grievant or Association may proceed to the next level of the grievance procedure.

C. ARBITRATION:

1. Parties shall be bound by the rules and procedures of the American Arbitration Association unless contrary to express provisions herein set forth.
2. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Committee and the Association.
3. The arbitrator will confer with representatives of the Committee and the Association and hold hearings and will issue a decision as soon as possible. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on issues submitted. The decision of the arbitrator, other than the arbitrability of the issues involved, shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement, or which recommends a right or relief for any period of time prior to the effective date of this Agreement, or which modifies or abridges the rights and prerogatives of the Committee as set forth in this Agreement.
4. The submission of any grievance to arbitration shall constitute a waiver of any other right or other rights which the said unit member or Association may have with respect to the matter submitted to said arbitration under other provisions of law. The unit member and the Association shall be precluded from pursuing any other remedy.
5. It is recognized that members of the Association may have to testify in order to properly process a grievance under Level Four and so any member as well as the grievant shall be excused from his or her regular duties without loss of pay or other benefits for purposes of so testifying.

ARTICLE IX**WAGES****Paraprofessional
Salary Schedule**

<u>Step</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
		1.5%	1.5%
1	\$14.86	\$15.08	\$15.31
2	\$15.32	\$15.55	\$15.78
3	\$15.80	\$16.04	\$16.28
4	\$16.29	\$16.53	\$16.78
5	\$16.79	\$17.04	\$17.30
6	\$17.31	\$17.57	\$17.83
7	\$17.84	\$18.11	\$18.38
8	\$18.40	\$18.68	\$18.96
9	\$18.97	\$19.26	\$19.54
10	\$19.55	\$19.83	\$20.14
11	\$20.16	\$20.46	\$20.77
12	\$20.78	\$21.09	\$21.41

**WES-ISNTA
Salary Schedule**

<u>Steps</u>	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
1	\$23.48	\$23.83	\$24.19

**Middle/High School Custodial
Salary Schedule**

<u>Steps</u>	<u>07/01/18</u>	<u>07/01/19</u>	<u>07/01/20</u>
1	\$16.06	\$16.30	\$16.55
2	\$17.36	\$17.62	\$17.88
3	\$18.50	\$18.78	\$19.06
4	\$19.73	\$20.03	\$20.33
5	\$20.48	\$20.79	\$21.10
6	\$21.22	\$21.54	\$21.86

Elementary Custodial
Salary Schedule

<u>Steps</u>	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
1	\$16.14	\$16.38	\$16.63
2	\$16.77	\$17.02	\$17.28
3	\$17.44	\$17.70	\$17.97
4	\$18.14	\$18.41	\$18.69
5	\$18.86	\$19.14	\$19.43
6	\$19.66	\$19.96	\$20.25
7	\$20.05	\$20.35	\$20.66

ARTICLE X LONGEVITY

As recognition for their service to the District, Paraprofessionals and Custodians shall receive annual longevity payment in addition to their salaries according to the following schedule:

After 10 years of service: \$500/year
After 15 years of service: \$800/year
After 20 years of service: \$1,200/year

Paraprofessionals shall be paid longevity on their anniversary date. Custodians shall be paid longevity in the last pay period of the fiscal year.

WES grandfathered employees- Williamstown ESP employees with 10+ years of service as July 1, 2018 shall not receive the longevity detailed above, but instead shall receive longevity in accordance with Article IV, Section B. of the former Williamstown CBA (see Appendix D).

ARTICLE XI INSURANCE

A. Health Insurance - Bargaining unit members shall have access to District provided health insurance plans in accordance with the following contribution percentages:

HMO Split: 80% / 20%
POS Split: 70% / 30%
PPO Split: 70% / 30%

POS grandfathered employees- Employees under the former MGEA who maintained a 75%/25% contribution percentage prior to September 1, 2017 may continue with this contribution percentage split.

B. The Committee offers the following types of insurance coverage for employees:

1. The Committee will pay ninety (90%) percent of the cost of a \$10,000 term life insurance plan substantially equivalent to the type offered by Blue Cross/Blue Shield which is presently available to unit members. Unit members may elect to increase their group term insurance to the maximum permitted by law at no expense to the Committee.
2. The Committee will pay sixty-five (65%) percent of the cost of a dental insurance plan substantially equivalent to the plan(s) currently offered by Blue Cross/Blue Shield through the Berkshire Health Group. This insurance shall have a \$1,000 calendar year maximum benefit and a \$1,500 lifetime orthodontic benefit.

ARTICLE XII SICK LEAVE

A. Paraprofessionals - On the first day of each work year, each Paraprofessional shall be credited with fifteen (15) paid days of sick leave, provided that:

- i. Paraprofessional shall actively commence his/her duties within thirty days of the commencement of the work year, and
- ii. Absence of the Paraprofessional during the period between the first day of the work year and the date that Paraprofessional actually commences his/her duties is excused under the provisions of Article XII. Said sick leave shall be accumulated from year to year up to a maximum of one hundred eighty (180) days. In the event of absence of a Paraprofessional because of illness for more than three (3) consecutive days in any work year, said Paraprofessional shall, upon request of the Superintendent or her/his designee, submit to the Superintendent a, certificate of a duly practicing physician substantiating such illness.
- iii. Accumulation of sick leave for paraprofessionals in their first year of employment shall be at a rate of one and one-half (1.5) days per month, for a maximum of fifteen (15) days per year.
- iv. Leave may be taken as full day increments or in smaller increments of at least two (2) hours in length.

B. Custodians – On July 1st of each work year, each Custodian shall be credited with fifteen (15) paid days of sick leave, provided that:

- i. Custodian shall actively commence his/her duties within thirty days of the commencement of the work year, and
- ii. Absence of the Custodian during the period between the first day of the work year

and the date that Custodian actually commences his/her duties is excused under the provisions of Article XII. Said sick leave shall be accumulated from year to year up to a maximum of two hundred twenty (220) days. In the event of absence of a Custodian because of illness for more than three (3) consecutive days in any work year, said Custodian shall, upon request of the Superintendent or her/his designee, submit to the Superintendent a, certificate of a duly practicing physician substantiating such illness.

- iii. Accumulation of sick leave for custodians in their first year of employment shall be at a rate of one and one-half (1.5) days per month, for a maximum of fifteen (15) days per year.
- iv. Leave may be taken as full day increments or in smaller increments of at least two (2) hours in length.
- v. All employees- Eight (8) days of sick leave may be used for illness in the employee's immediate family.
- vi. Employees who use no more than one (1) sick day per year (for either themselves or an ill member of the employee's family) will receive a bonus payment of \$200 at the completion of the fiscal year.

ARTICLE XIII SICK LEAVE BANK

- A. At the beginning of each school year, the Committee shall establish a fund of two hundred fifty (250) days to be a Sick Leave Bank. These sick leave days may be used to provide additional sick leave to any paraprofessional or custodian who has exhausted his/her leave and is unable to perform his/her duties due to serious injury or illness.
- B. A Paraprofessional will receive up to an initial forty (40) day draw from the Bank. A Paraprofessional may receive a second draw from the bank of up to an additional forty (40) days upon reapplication and new medical documentation. A third and final draw of an additional forty (40) days may be granted upon reapplication and new medical documentation for a maximum of one hundred twenty (120) days.
- C. A Custodian will receive up to an initial sixty (60) day draw from the Bank. A Custodian may receive a second draw from the bank of up to an additional sixty (60) days upon reapplication and new medical documentation. A third and final draw of an additional sixty (60) days may be granted upon reapplication and new medical documentation for a maximum of one hundred eighty (180) days.
- D. When use of the Sick Leave Bank is requested of the Committee, satisfactory medical evidence in support of the request must be presented. The Committee's decision to grant or deny use of the Sick Leave Bank, as based on the adequacy of the medical evidence presented, is not subject to grievance or arbitration.

ARTICLE XIV PERSONAL LEAVE

Leave of absence without loss of pay not to exceed twenty-four (24) working hours in any school year shall be granted by the Superintendent for personal, legal, business, household or family matters which ordinarily cannot be accomplished or scheduled outside of the employee's work day provided a minimum of twenty-four (24) hours advance notice is given except in the case of an emergency. If a leave request requires a substitute, three (3) days advance notice will be given except in the case of an emergency. The applicant is not required to state a reason. Except in the case of any emergency, the applicant is required to provide the Principal with a written request for personal leave which includes the date(s) requested. Leave hereof shall not be granted for the purpose of extending a holiday or vacation period. Leave may be taken as full day increments or in smaller increments of at least two (2) hours in length. Except in the event of an emergency, personal leave may not be taken on any days in which paraprofessionals are scheduled to have professional development.

Unused personal leave of at least one full work day (six (6) hours for paraprofessionals, eight (8) hours for custodians) at the end of the work year shall be converted to sick leave and added to the employee's sick leave (subject to sick leave accrual limitations). Such conversion may only be done in full work day increments, up to two (2) day and any remaining hours shall not be converted to sick leave.

ARTICLE XV BEREAVEMENT LEAVE

Unit members shall be granted temporary leave of absence without loss of pay for the following reasons and upon the terms and conditions:

- A. In the event of the death of an "immediate family member", a unit member shall receive up to five (5) days of pay. An "immediate family member" is defined as: spouse, significant other living in the unit member's household, child, parent, step-parent, parent-in-law, sibling, or legal guardian.
- B. In the event of the death of a "non-immediate family member", a unit member shall receive up to three (3) days of pay. A "non-immediate family member" is defined as: brother-in-law, sister-in-law, grandchild, or grandparent.
- C. In the event of the death of an "other relative", a unit member shall receive up to one (1) day of pay. An "other relative" is defined as: cousin, aunt, uncle, niece, or nephew.
- D. Such leave is to be used immediately following the date of death, except that where the interment is delayed, in which case any one or more of said days may be used to attend the interment and related services.
- E. In extenuating circumstances, a unit member may request that a Superintendent may grant an exception to the provisions above including, but not limited to, additional days for travel, which shall be deducted from sick leave.

ARTICLE XVI JURY DUTY

Paraprofessionals or Custodians who serve on jury duty will be paid in accordance with Chapter 234A of the General Laws of Massachusetts.

The telephone "call in" system shall apply for determining jury duty requirements.

ARTICLE XVII OTHER LEAVES

A Leave of Absence without pay or increment of up to one (1) year may be granted at the discretion of the Superintendent for the purpose of caring for a sick member of the unit member's immediate family (parents, child, or spouse). The Superintendent may require medical documentation supporting the requested leave.

ARTICLE XVIII RETIREMENT/SEVERANCE

- A. The District will pay at retirement, after fifteen (15) years of service to the District, an amount equal to twenty-five dollars (\$25.00) per day for each day of unused sick leave to a maximum of one hundred and twenty (120) days.
- B. In order to be eligible for the above payment, the Superintendent shall be notified in writing at least three (3) calendar months prior to the effective date of the retirement of the decision to retire. Payment will be made no later than in the last pay period of the fiscal year following retirement.
- C. In case of death of a bargaining unit member who has completed the appropriate number of years to qualify for payment herein, said payment shall be made to the estate of the bargaining unit member.

WES grandfathered employees- ESP employees with 15+ years of service as July 1, 2018 will not have access to the retirement/severance provisions above, but instead will have access to Section A. or Section C. of Article X of the former Williamstown CBA, but not both sections.

ARTICLE XIX REIMBURSEMENT FOR WORKSHOPS, TRAININGS, or COLLEGE TUITION

The School Committee will set aside a total of \$4,500 per school year for reimbursement for workshops, trainings, college course tuition reimbursement for employees represented by the bargaining unit. Reimbursement will be made on a "first come first served" basis up to the \$4,500 limit. Individual members of the bargaining unit are limited to reimbursement of up to \$300 per school year provided the following criteria have been satisfied:

- a.) The workshop, training, or college course must meet an educational need of the school district
- b.) The paraprofessional has obtained prior written approval for the workshop, training, or college course from the Principal
- c.) the paraprofessional demonstrates successful completion of a workshop or training, or has received a B- or higher in a college course
- d.) the paraprofessional has produced an invoice showing the cost paid by the paraprofessional.

ARTICLE XX TRANSFERS

- A. A transfer is defined as a change from one (1) building to another or a change in the assignment to which the employee is assigned. For employees assigned to more than one (1) assignment, the department to which the employee is assigned the majority of the time will control.
- B. When it is necessary to involuntarily transfer an employee to a different assignment or building for the ensuing school year, the District shall consider, at a minimum, the employee's experience, training, and work record. The transfer will be made according to the Administration's determination of the needs of the District and its students. Although it is not a typical practice, administration may, when it deems it necessary, require an elementary paraprofessional to be involuntarily transferred to the middle/high school to continue working with a particular student. An employee may make a written request for a meeting to discuss the reason(s) for a transfer. If such a request is made, the Superintendent or his/her designee shall meet with the employee. The employee may request to have an Association representative present at the meeting. The reason(s) for the transfer shall be reduced to writing at the request of either the employee or the Association. Any such transfer shall not be done in an arbitrary and capricious manner.
- C. Requests by paraprofessionals for transfers for the beginning of the school year shall be made in the following manner:
 - i. Requests for transfers shall be submitted by paraprofessionals in writing to the Personnel Office by April 15, indicating subject, grade or school to which the paraprofessional seeks assignment. Such requests will remain valid for one (1) year. Administration will provide paraprofessionals written notification of receipt of the transfer requests no later than May 1. Administration shall provide paraprofessionals with written notification no later than August 1 if the paraprofessional's transfer request has not been granted.
 - ii. A list of transfer requests shall be maintained by the school system showing the date of the original request. Such lists shall be made available to the MGEA.

- iii. No new appointments may be made all until pending transfer requests for existing openings have been considered

ARTICLE XXI REDUCTION IN FORCE

The protocols outlined below shall be followed only within the particular job classification(s) where the reduction in force occurs: Paraprofessional or Custodian.

- A. If the Committee reduces the number of Educational Support Personnel positions, performance, qualifications relative to remaining positions, and length of service shall be used as the criteria for making a layoff determination. Where all factors are substantially equal, seniority shall govern the order of layoff.
- B. Seniority will be determined by length of continuous service as an Educational Support Personnel in the schools of the Mt. Greylock Regional School District. Length of service will be determined from the first actual work day of permanent employment as an Educational Support Personnel after appointment by the principal. Any leaves granted, pursuant to this Agreement, shall not be considered a break in service.
- C. Any Educational Support Personnel in the schools of the Mt. Greylock Regional District who is laid off will, if recalled, be entitled to all of the benefits to which he/she was entitled prior to layoff, including, but not limited to, unused accumulated sick leave, seniority, and position on the salary schedule. Educational Support Personnel recalled will be placed in a vacant position. The order of recall shall be based upon past performance and qualifications for the vacant position. Where these factors are substantially equal, recall shall be in order of seniority. Educational Support Personnel who are laid off shall be entitled to recall rights of twice their length of service to a maximum of one (1) year. Any Educational Support Personnel laid off who refuses a recall to a position they are qualified to fill shall forfeit recall rights as provided herein.
- D. A seniority list will be developed and will be updated annually. A copy of said list will be given to the Association by October 1st of each school year and will remain in force for the school year unless challenged within thirty (30) days from October 1st.

ARTICLE XXII PAY DAY SCHEDULE

It is agreed that all personnel covered by this Agreement will be paid in twenty-one (21) or twenty-six (26) equal installments. The District will give notice by August 1st as to the first payroll period in the school year.

ARTICLE XXIII PERSONNEL FILE

Paraprofessionals and Custodians shall have the right, upon request and by appointment, to review the contents of their personnel file. A bargaining unit member shall be entitled to have a representative of the Association accompany him/her during such review. All complaints concerning a bargaining unit member's conduct, service, character or personality shall not be placed in a bargaining unit member's file until a copy has been sent or delivered to the bargaining unit member. Bargaining unit members shall be given the opportunity to respond in writing to any such complaints and such response shall be placed in the bargaining unit member's personnel file.

ARTICLE XXIV DUES DEDUCTION

- A. The Committee agrees to deduct from the salaries of its employees dues for the Paraprofessionals and Custodians of the Mount Greylock Regional School District, a Union of the Mount Greylock Educators Association – MTA/NEA as said paraprofessional individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to the Association.

Educational Support Personnel authorization will be in writing on the form set forth in Appendix B.

Any such authorization may be withdrawn by such paraprofessional or custodian by giving at least sixty (60) days' notice in writing of such withdrawal to the District Business Office. The Association will be notified promptly.

- B. The Association will certify annually and in writing to the Committee the current rate of its membership dues. The specific amount of the current dues of the Association will be certified to the Committee by the Association treasurer on or before September 15th of each school year.
- C. Deductions will be made in equal installments from the first and second paychecks in each month beginning with the first paycheck in October and ending with the second paycheck in June.

ARTICLE XXV NEW HIRES

All new hires in the bargaining unit will be placed at the first step of the wage scale unless in the case of a paraprofessional, the paraprofessional has relevant education work experience in other School Districts. In this case, the paraprofessional would be placed at the step of the new wage scale which reflects his/her prior years of work experience in this capacity.

ARTICLE XXVI WORKERS COMPENSATION

- A. If a bargaining unit member, because of illness or injury sustained in the course of and arising out of the bargaining unit member's employment by the Committee, is receiving benefits under Section 34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Workmen's Compensation Act), the Committee shall pay to such bargaining unit each pay period so long as such bargaining unit is receiving benefits under said Section 34, an amount equal to the difference between the bargaining unit's salary at the time of such injury and the amount of weekly indemnity being received by the bargaining unit. The total amount payable by the District under this Article because of any one illness or injury shall not exceed an amount obtained by multiplying the number of such bargaining unit's accumulated sick leave days by such bargaining unit member's per diem rate. (Total amount payable by the District = number of bargaining unit's accumulated sick leave days x bargaining unit member's per diem rate.) The number of accumulated sick leave days available to each bargaining unit shall be reduced by an amount equal to the total sum paid to the bargaining unit by the District under this Article divided by the bargaining unit member's per diem rate. (Number subtracted from accumulated sick days = total sum paid to bargaining unit by the District/bargaining unit member's per diem rate.)
- B. If the illness or injury of a bargaining unit comes within the purview of both this Article and Article XII and Article XIII, it shall be deemed to come within the purview of this Article, and such bargaining unit shall not be paid any benefits pursuant to Article XII or Article XIII or for such illness or injury, except as provided in Paragraph A of this Article.

PARAPROFESSIONALS

ARTICLE XXVII WORK DAY/WORK YEAR

- A. The work year of paraprofessionals shall consist of all school days students are in attendance, plus, two (2) additional full professional development days, and shall be based on the annual school calendar adopted by the Committee. Any paraprofessionals required to work longer than 182 days shall be compensated at his/her hourly rate for each hour worked in excess of 182 days. Paraprofessionals will be required to attend, with pay, all scheduled half PD days, not to exceed three (3) in any school year. Paraprofessionals do not have the option to attend additional professional development days. If paraprofessionals are required by Administration to attend additional professional development days, the additional days will be paid.
- B. The work day of paraprofessionals shall be established by the Principal, Superintendent, or the Director of Pupil Personnel Services. Such work day shall not be earlier than fifteen (15) minutes prior to the beginning of the student day and shall not extend beyond fifteen (15) minutes after the end of the student day.

The principal shall issue annual letters indicating each paraprofessional's work day and work year for the coming school year. Such letters will be issued no later than June 15th, when possible, and shall include the paraprofessional's anticipated work assignment.

Changes in a paraprofessional work day and/or work year may be made during the school year. Changes will be made in writing. The paraprofessional will receive fourteen (14) calendar days' notice of the change.

- C. Paraprofessionals shall receive a thirty (30) minute duty-free non-paid lunch period for employees working six (6) or more hours in a work day. This language shall not apply to Williamstown Elementary paraprofessionals in the 2019-2020 school year.
- D. Paraprofessionals who work four or more hours in a work day shall receive a fifteen (15) minute break.
- E. Paraprofessionals will be paid time and one half for work beyond their normal work day or work week, excluding overnight field trips (Article XXXII). All overtime work must be approved by the paraprofessional's supervisor prior to the commencement of the work.
- F. Paraprofessionals will not be paid for time spent in negotiations and/or grievance resolution which may fall outside their normal work day.

ARTICLE XXVIII PARAPROFESSIONAL RESPONSIBILITIES

- A. Paraprofessionals are employed to support the school program. In this role they will perform a wide variety of tasks.

The employer retains the right to add to, subtract from, and otherwise modify job descriptions during the term of the Agreement. In such circumstances, the employer will notify the Association of the intended changes in the job descriptions, and give the Association an opportunity to impact bargain the changes prior to implementation. Once this discussion has taken place the employer may implement the job description based on what it believes is in the best interests of the School District.

If the job description changes result in a much greater skill level being required in the position, such as a licensure requirement, then the employer will negotiate the changes in the job description as well as the rate of pay for the position, prior to the new job description being implemented. If there is a conflict between the Agreement between the parties and the job description, the Agreement shall prevail.

- B. Newly hired paraprofessionals will be given a 2-day orientation and training program. Paraprofessionals will be provided "as needed" training prior to assignment to a new work location.

- C. Paraprofessionals shall not be required to transport students.
- D. If a paraprofessional is moved to a new position which requires additional training, Administration shall provide the necessary training prior to the move, if possible. Any evaluation of a paraprofessional in a new position shall take into account the ability to access necessary training.

ARTICLE XXIX INTENSIVE SPECIAL NEEDS

The District recognizes that certain assignments present additional responsibilities to paraprofessionals. Examples of these additional responsibilities assignments include working on a regularly scheduled basis with students who are consistently in need of: assistance with incontinence issues (toileting/diapering), assistance with lifting (in and out of a wheelchair), providing assistance with feeding where specialized training is required to prevent choking because of a swallowing disability, or where the student(s) present severe behavioral issues which create a significant safety risk to the paraprofessional. Eligible paraprofessionals shall receive a stipend of one dollar (\$1.00) per hour above their current rate of pay for such assignments. Decisions regarding eligibility for paraprofessionals shall be determined by the Superintendent, with recommendation by the Director of Pupil Services. Grandfathered one-to-one paraprofessionals shall not be eligible for an intensive special needs stipend. The Superintendent's determination shall be final and shall not be subject to the grievance and arbitration provisions of this Agreement. In the event the paraprofessional is no longer in such an assignment the paraprofessional will no longer be eligible for the stipend.

The paraprofessional is entitled to meeting with the Superintendent with Association representation to discuss their assignment in the event the paraprofessional believes that the assignment should be eligible for the intensive special needs stipend. When appropriate, the Superintendent will have the Director of Pupil Services present for the meeting. Within ten (10) calendar days the Superintendent will submit his/her response to the requested stipend in writing. The Superintendent's response shall be final, and such decision shall not be subject to the grievance and arbitrations provision of this Agreement if the appropriate process detailed in this paragraph is followed.

ARTICLE XXX HIGHLY QUALIFIED

1. All paraprofessionals hired after July 1, 2019 as a prerequisite of employment must obtain Highly Qualified status within one year of hire. The Highly Qualified prerequisite requires that a paraprofessional possess a high school diploma or its equivalent and one of the following:
 - a) An Associate's (or higher) degree;
 - b) Complete at least two years, or 48 credit hours of study at an institution of higher education; or
 - c) Pass a formal assessment approved by Administration which measures a paraprofessional's knowledge of and ability to assist classroom bargaining

units in reading, writing and mathematics, such as ParaPro. The District shall offer the ParaPro assessment in district.

2. If a Paraprofessional is hired without Highly Qualified status, the District will pay for the cost of the first ParaPro exam attempt only. The District will not pay or reimburse for any further ParaPro examinations attempts.

ARTICLE XXXI HOLIDAYS

Paraprofessionals will receive the following holidays with pay:

Columbus Day	New Year's Day
Veterans Day	Martin Luther King Jr. Day
Thanksgiving	Memorial Day
Christmas Day	

ARTICLE XXXII OVERNIGHT FIELD TRIPS

Paraprofessionals will be paid a \$75 per night stipend for overnight field trips specific to their current position as paraprofessional.

ARTICLE XXXIII SUBSTITUTE PAY

Paraprofessional that are assigned to cover for a unit member for a class block (forty (40) to forty-five (45) minutes) will be paid an additional ten (\$10.00) dollars per class block. With regard to Pre-K only, what constitutes a class block in meeting the forty (40) to forty-five (45) minute minimum shall also include transition time. Paraprofessionals will be expected to maintain District behavioral policies as described in the Student Handbook.

ARTICLE XXXIV PARAPROFESSIONAL REIMBURSEMENT

The committee will reimburse paraprofessionals for:

1. Any clothing or other personal assistive items such as eyewear and hearing aids destroyed in the course of employment;
2. Except in cases of emergency or necessity, cell phones should not be used in lieu of district equipment. If a paraprofessional's cell phone is damaged while being used for work purposes, the committee agrees to reimburse the employee for the insurance deductible up to two hundred dollars (\$200). If a paraprofessional makes a request for the reimbursement as a result of cell phone damage, the paraprofessional must

demonstrate that the need to use the cell phone was necessary in lieu of the use of other district equipment.

3. The cost of medical, surgical, or hospital services (less the amount on any insurance reimbursement) incurred as the result of any injury sustained in the course of his/her employment;
4. The expense must be directly related to job function and shall have taken place within the property of the school or on a field trip.

ARTICLE XXXV PROFESSIONAL IMPROVEMENTS FOR PARAPROFESSIONALS

- A. With prior approval of the Principal, the Committee will pay the reasonable expenses (including meals, fees, and transportation and lodging) incurred by paraprofessionals who attend workshops, seminars, conferences or other professional improvement sessions.

The approval or disapproval of the Principal or his/her designee is not subject to arbitration.

- B. Per Article XXVII, the District agrees to provide two (2) additional full professional development days per school year.

ARTICLE XXXVI PARAPROFESSIONAL MEETINGS

Paraprofessional(s) who attend meetings requested by the administration held after their normal work hours will be compensated at their regular hourly rate for time in attendance. (See work year/work day.)

ARTICLE XXXVII STUDENT DETENTION DUTY

Student detention duty may be assigned to paraprofessionals. This assignment shall be made to a qualified volunteer as determined by the principal. In the event there are no qualified volunteers, the principal shall make the assignment. In the event the paraprofessional is scheduled to work and performs detention duty in place of his/her regular assignment, s/he will receive the same dollar amount of the top step of the salary schedule. Detention duty shall be posted each year.

ARTICLE XXXVIII PARAPROFESSIONAL EVALUATION

The purpose of evaluation is to help improve the quality of the services rendered by paraprofessionals.

Each paraprofessional will be evaluated during each academic year. Evaluations will be in written form and be conducted openly and with full knowledge of the paraprofessionals.

All evaluations will be prepared in two (2) copies. Each paraprofessional will receive one (1) copy of the evaluation during a post evaluation conference with his/her evaluator. Evaluations will be conducted and prepared by a member of the administration and, where applicable, either a unit member-supervisor or a division head.

Evaluations will be completed and copies provided each member of the paraprofessional staff by May 1 of each academic year. The evaluation of May 1 will make a specific recommendation on continued employment.

Paraprofessionals will have fifteen (15) days from the receipt of the evaluation to make any written comments regarding their evaluation. Any such comments will be attached to the evaluation and placed in the personnel file.

Paraprofessionals will be given the opportunity to sign any evaluation given, with the understanding that their signature does not imply agreement with the contents of the evaluation.

ARTICLE XXXIX SUMMER POSITIONS

Any district paraprofessional may apply for summer position(s) and will be interviewed by an administrator for consideration. Known summer position openings shall be posted by June 1st, and a letter of summer hire will be distributed by June 15th, whenever possible. A paraprofessional offered any summer position must give the administrator a response within three (3) weekdays, excluding holidays of the offer. After the three (3) weekdays, excluding holidays a paraprofessional forfeits the position to any other applicant.

ARTICLE XL APPOINTMENT/REAPPOINTMENT/POSTINGS

Paraprofessionals shall be appointed annually by the building Principal, with input from the Pupil Service Administrator in the case of paraprofessionals working with special education students.

Appointments and subsequent reappointments are for the period August 24th through June 30th.

The Committee agrees that bargaining unit members who will not be employed for a succeeding year based upon projected student population for the following school year, shall be notified in writing by June 15th. It is understood that staffing needs of the school may change prior to the beginning of the next school year which may result in the reduction of positions. If an Educational Support Personnel wishes to leave a position, the Committee will be notified at least two (2) weeks in advance.

If a potential decrease in staff size is projected, paraprofessionals, who might be affected, will be notified in writing in advance of any public meeting.

CUSTODIANS

ARTICLE XLI CUSTODIAL CATEGORIES

A. Custodians

Custodians are employees who perform assigned tasks essential to the effective operation and maintenance of the properties of the Mount Greylock Regional School District.

B. Shift Leader

The Director of Buildings and Grounds or his/her designee may appoint a Shift Leader. The Shift Leader will receive additional annual compensation of \$1,500 per year.

Note: Williamstown Supervisor is removed from the bargaining unit.

ARTICLE XLII SALARY AND EMPLOYEE EVALUATION

- A. There is a six (6) month probationary period for all newly hired employees. During the probationary period an employee may be discharged at any time by the Principal or Assistant Principal without any recourse to the grievance procedure by the employee.
- B. Written evaluations will be conducted by the Director of Building and Grounds or his/her designee for all newly hired employees after ninety (90) days of employment. The results of the evaluations will be shared with the employee.
- C. Prior to June 1, the Director of Buildings and Grounds will submit to the Principal or Assistant Principal a written statement evaluation the work of each employee. Such statements will note specifically and as minimum the following:
 - 1. Standard of work performance
 - 2. Cooperation
 - 3. Attendance
 - 4. Relationships with other District employees

The evaluation will make a specific recommendation on continued employment and indicate whether the overall evaluation was satisfactory or whether remediation is appropriate.

The employee will have five (5) working days from the receipt of the evaluation to make

any written comments regarding their evaluation. Any such comments will be attached to the evaluation and placed in the personnel file.

- D. Custodian appointments and reappointments are normally made for the period July 1 through June 30. Reappointments will be made by June 15th.
- E. At the time of hire, should the candidate already possess satisfactory custodial knowledge and prior experience, the step of the pay scale that he or she begins at will no longer remain step 1, their pay scale step will be determined by their prior experience at the discretion of the Principal or his/her designee.

F. Shift Assignments

When possible, as determined by the Director of Buildings and Grounds or his/her designee, an employee shall be given notice of at least five (5) workdays in advance of the effective date of a temporary change in shift assignment for a period of less than sixty (60) days, but more than five (5) days. When possible, an employee shall be given notice of at least fourteen (14) calendar days in advance of the effective date of a change in shift assignment if it is anticipated to be for a period of more than sixty (60) days.

Shift assignments are approved by the Director of Buildings and Grounds.

- G. In the event school is closed due to inclement weather, all members of the custodial staff must report to work. They may be dismissed from their duties at the discretion of the Director of Buildings and Grounds.

ARTICLE XLIII HOLIDAYS

- A. Custodians will receive twelve (12) paid holidays annually. These will be:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas

- B. If Christmas Eve falls on a week day (Monday-Friday) it will be given as an additional holiday to all custodians.
- C. If Christmas Eve falls on a weekend and a Custodian(s) is required to work on that day, the custodian(s) required to work on the weekend shall receive the next Tuesday as a paid holiday. If a Custodian is not required to work on that day s/he will receive their next regularly scheduled work day off for the paid holiday.

- D. If any holiday falls on an employee's normal day off, the nearest scheduled working day will be considered to be the holiday unless on such day school is in session in which event such other day within the fiscal year as is designated by the Superintendent.
- E. The School District will make every effort to ensure that no events are held on school grounds over Labor Day weekend.

ARTICLE XLIV VACATION

- A. Custodians will receive paid vacation as follows:
 - 1. Ten (10) days after (1) full year of employment.
 - 2. Fifteen (15) days after five (5) full years of employment.
 - 3. Twenty (20) days after ten (10) full years of employment.
 - 4. Twenty-five (25) days after twenty (20) full years of employment.
 - 5. The School District agrees to post a schedule for vacation time for bargaining unit members on the first work day in April and October of each year. Bargaining unit members within fifteen (15) calendar days of the posting will indicate the time periods they would like to take vacation. The requested vacation time will be granted according to seniority and based upon operational need. Requests for vacation time after the expiration of the above time period will be granted on a first come first served basis and subject to operational need.
- B. Scheduling- All vacations must be on a schedule prepared and approved by the Director of Buildings and Grounds. . Conflicts in dates will be resolved by seniority. Administration prefers that only one custodial team member be on vacation during any given time.
- C. Part-time full year employees shall receive vacation on a pro-rata basis.
- D. Newly Hired Custodians
 - i. Employees hired after March 1st will receive no paid vacation in that fiscal year.
 - ii. Employees hired after November 1st, but before March 1st will receive five (5) paid vacation days in that fiscal year.
 - iii. Employees hired prior to November 1st shall receive ten (10) paid vacations days in that fiscal year.
- E. Accrual- A custodian may accrue twenty five (25) days of vacation in a two (2) year period. Accrual will not exceed twenty five (25) days. There will be no payment in lieu of unused vacation days.

ARTICLE XLV SHIFT DIFFERENTIAL

Mt. Greylock middle/high school custodians will be paid a shift differential for all regularly scheduled shifts which begin between the hours of 2:30 p.m. and 6:00 a.m. For custodians hired prior to July 1, 2014, the shift differential premium will be at a rate of ten percent (10%) of their hourly rate of pay. For custodians hired after July 1, 2014, the shift differential will be at the rate of five percent (5%). All middle/high school custodial employees receiving the above shift differential on holiday pay as well as any earned vacation time that has been approved by the Director of Buildings and Grounds. Sick time will also receive the above shift differential premium. If an elementary school custodian covers a shift starting between 2:30 p.m. and 6:00 p.m. at the middle/high school, that elementary school custodian shall be eligible for a five percent (5%) shift differential premium for that shift.

ARTICLE XLVI CUSTODIAL OVERTIME

- A. General. Notice of planned overtime worked is to be provided whenever possible 10-14 days prior to the onset of work. For non-school functions and depending on the event, the Supervisor may assign additional duties, within reason to be performed during these shifts. All overtime work must be approved by the Principal or Assistant Principal prior to the commencement of work. Overtime shall be offered to custodians who request such overtime on a rotating basis. Administration (currently the Principal or his/her designee) may exercise its discretion in assigning overtime in the event no custodian voluntarily accepts the assignment.
- B. Time and One-Half Compensation. Overtime will be paid at the rate of time and one half of the employee's regular hourly rate. Overtime work is defined as working more than eight (8) hours a day or forty (40) hours in a week, but there shall be no pyramiding of overtime pay.
- C. Double-time Compensation. In instance where overtime required by the District without at least a twenty-four (24) hour notice, the employee shall be paid at a rate of double time the employee's regular hourly rate. In addition, overtime scheduled on a Sunday or a holiday, or on Saturday on Memorial Day or Columbus Day weekends, will be paid at a rate of double time the employee's regular hourly rate. All holiday and Sunday overtime events will be covered on a rotating basis to ensure that no single employee is responsible for all such events. Double time pay shall not compound upon overtime. For example, if the custodian is required to work without twenty-four (24) hours' notice and the custodian has already worked forty (40) hours, he/she shall be entitled to double time of his/her regular rate of pay only.
- D. Middle/High School Weekend Events. Although all employees are expected to cover some weekend events as part of their position, no one middle/high school employee shall be required to cover more than five (5) given overtime events in any one ten (10) week school year quarter unless previously agreed upon by the parties working.

ARTICLE XLVII CUSTODIAL BUILDING CHECK/CALL-IN

The properties of the District may need to be physically inspected, based on weather conditions and on an on-call basis, during the period October 1 through April 30 of each calendar year. Custodians will be assigned these inspections by Administration from a rotating roster.

Physical Building Checks and Call Backs shall be paid at the rate of time and one half with a three (3) hour minimum with no mileage. Employees are to remain in the building for at least two (2) hours upon such calls to be eligible for the minimum of three (3) paid hours. Any call back which the custodian leaves the building in less than two (2) hours shall result in two (2) hours of pay. In order to be eligible for this rate with the applicable minimum, the Call Back cannot be contiguous with the shift, i.e. immediately before or after the shift.

ARTICLE XLVIII TUITION

- A. The district will pay one hundred percent (100%) of the costs of tuition and materials for one (1) course per semester taken in fields which relate to a custodian's work.
- B. The course must be approved by the Superintendent or his/her designee. Approval must be made prior to enrollment in the course.
- C. Payment will be made upon the presentation of evidence that the custodian has passed the course.

ARTICLE XLIX PERSONAL VEHICLE USE

Custodians using their personal vehicles on official school business will be reimbursed at the prevailing mileage rate in the District. Such use must be approved in advance by the Director of Building and Grounds . Custodial personal vehicle reimbursement without prior approval shall be at the discretion of the Director of Buildings and Grounds .

ARTICLE L CUSTODIAL CLOTHING ALLOWANCE

The Committee will reimburse for OSHA compliant clothing and footwear, which is dependent upon the task, such as pants, shirts, footwear upon providing appropriate documentation (such as sales receipts) up to three hundred and fifty dollars (\$350) per fiscal year. Non-prescriptive protective eyewear will be provided.

Custodian(s) working high school graduation must wear red polo shirts which will be provided by the District.

ARTICLE LI NON-SCHOOL SPONSORED EVENTS

Custodian(s) working events put on by outside groups at the school shall be responsible to meet the duties and expectations of school district administration.

ARTICLE LII GENERAL

- A. Copies of the Agreement and any successor Agreement will either be printed at the expense of the Committee or be made available on the District website.
- B. The Committee will promptly, upon request, provide the Association with one copy of the minutes of official and open (as opposed to “Executive Sessions”) meeting of the Committee together with the agenda and attached documents including but not limited to the preliminary budget and the final approved budget after same have been duly approved by the Committee.
- C. There shall be no discrimination against any officer or member of the Association, because of his/her lawful Association activity.
- D. This Agreement constitutes Committee policy for the term of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and affect as Committee policy. The Committee will amend its policies as take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- E. The names of new staff members covered under the “Recognition” article of this Agreement and their assignment will be furnished by the Committee to the Association as soon as practicable after employment.

ARTICLE LIII DURATION

This Agreement shall be effective as of July 1, 2018 and shall remain in full force and effect through June 30, 2021.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals this 3rd day of June, 2019.

MOUNT GREYLOCK REGIONAL SCHOOL COMMITTEE

By Regina M. D. Seago
Chairperson

6/3/19
Date Signed

MOUNT GREYLOCK EDUCATORS ASSOCIATION

By M. Wald
President

6/3/19
Date Signed

APPENDIX A

MEMORANDUM OF AGREEMENT

**BETWEEN THE
MT. GREYLOCK REGIONAL SCHOOL DISTRICT
AND THE
MT. GREYLOCK REGIONAL EDUCATIONAL ASSOCIATION
EDUCATIONAL SUPPORT PERSONNEL**

The Mt. Greylock Regional School Committee ("MGRSC") and the Mt. Greylock Regional Education Association ("MGEA") hereby agree to the following terms, conditions, and understandings:

1. Retirees of Williamstown Elementary School and Lanesborough Elementary School prior to July 1, 2018 are retirees of the Town of Lanesborough and the Town of Williamstown, respectively. The Town of Lanesborough and the Town of Williamstown are responsible for any retiree health insurance costs associated with employee retirements prior to July 1, 2018, and are not subject to the provisions of this MOA.
2. Retirees of the former MGEA who retired prior to July 1, 2018, and all MGEA bargaining unit members who retire on or after July 1, 2018, including those who were employed at the Williamstown Elementary School or the Lanesborough Elementary School, are retirees of the Mt. Greylock Regional School District. Accordingly, Mt. Greylock Regional School District shall provide retiree health insurance coverage to all eligible MGEA members who retire on or after July 1, 2018 that elect to receive such coverage.
3. During the time period of July 1, 2018 through June 30, 2021 only, the MGRSC agrees to provide health insurance contribution splits which are not lower than that which is available to MGEA bargaining unit members. Any changes after June 30, 2021 shall be made at the discretion of MGRSC, subject to applicable laws and regulations.
4. This Memorandum of Agreement is only intended to address the specific issue(s) described and shall not be precedent setting to any future same or similar circumstance. Nothing in this Agreement shall prejudice the rights of any person under M.G.L. c.71, §42B.
5. The above represents the complete understandings of the parties on this matter.

FOR THE MT. GREYLOCK
REGIONAL SCHOOL COMMITTEE

Regina M. D. Lego
School Committee Chair

Date: 6/3/19

FOR THE MT. GREYLOCK
EDUCATION ASSOCIATION,
EDUCATIONAL SUPPORT PERSONNEL

Masha N. [Signature]
MGEA President

Date: 6/3/19

APPENDIX B

DUES DEDUCTION FORM

Educational Support Personnel's authorization will be in the format set forth below:

"Dues Authorization"

Name _____

Address _____

I hereby request and authorize the Mount Greylock Regional School District Committee to deduct from my earnings and transmit to the Mount Greylock Educators Association an amount sufficient to provide for the regular payment of membership dues as certified by the Mount Greylock Educators Association.

I hereby waive all rights and claims for said monies to be deducted and transmitted in accordance with this authorization, and relieve the Mount Greylock Regional School District Committee and all its officers from any liability whatsoever.

Educational Support Personnel's

Signature _____

Dated _____

Any such authorization for a subsequent school year may be withdrawn by such educational support personnel by giving at least sixty (60) days' notice in writing of such withdrawal to the Superintendent or his/her designee, who will promptly notify the Association.

The Association will certify annually and in writing to the Committee the current rate of its membership dues. The specific amount of the current dues of the Association shall be certified to the Committee by the Association treasurer on or before September 30th of each school year.

Deductions will be made in equal installments from the first and second paychecks in each month, beginning with the first paycheck in October and ending with the second paycheck in June.

APPENDIX C

PARAPROFESSIONAL PERFORMANCE EVALUATION

In order to fairly evaluate paraprofessionals, please read the following primary goals of both the classroom and office assistants as defined in the job descriptions.

I. Classroom Paraprofessionals:

- A. To assist the teacher in achieving educational and behavioral objectives by working with students individually, and in small or large groups.
- B. To provide a well-organized smoothly functioning class environment which enables the students to use instructional programs and materials.

II. Office Paraprofessionals:

- A. To contribute to the effective, efficient, and orderly operation of the School by providing a variety of clerical and secretarial functions.
-

MOUNT GREYLOCK REGIONAL SCHOOL DISTRICT
PARAPROFESSIONAL EVALUATION

1. RESPONSIBILITY: Able to follow instructions and carry out assigned tasks effectively.

_____ Excellent
_____ Good
_____ Needs Improvement

Comments:

2. ADAPTABILITY: Learns quickly, adjusts to changes in job assignments, instructional methods, work equipment, personnel or surroundings.

_____ Excellent
_____ Good
_____ Needs improvement

Comments:

3. A. TARDINESS AND PUNCTUALITY:

_____ Excellent
_____ Good
_____ Needs Improvement

Comments:

4. COOPERATION: Willingness to relate and cooperate positively with co-workers, teachers, and administrators.

_____ Excellent
_____ Good
_____ Needs Improvement

Comments:

5. RELATION TO STUDENT BODY: Ability to communicate effectively with students in a classroom situation when in a supervisory position.

_____ Excellent
_____ Good
_____ Needs Improvement

Comments:

6. JOB KNOWLEDGE: Has a thorough working knowledge of most phases of work as defined by the current job descriptions.

_____ Excellent
_____ Good
_____ Needs Improvement

Comments:

7. QUALITY OF WORK: Accuracy, organizational skills, rate of work completion.

_____ Excellent
_____ Good
_____ Needs Improvement

Comments:

8. RESOURCEFULNESS: Shown initiative, works well independently and problem-solving skills.

_____ Excellent
_____ Good
_____ Needs Improvement

Comments:

Overall Performance:

_____ Satisfactory _____ Unsatisfactory

Comments:

Evaluatee

Date

Evaluator

Date

Reference Key for Evaluators: See definitions below.

EXCELLENT:

The overall performance of the employee in a particular category exceeds the expectations required of the category.

GOOD:

The overall performance of the employee in a particular category, readily meets the expectations required of the category.

NEEDS IMPROVEMENT:

The performance of the employee in a particular category is considered to be lacking and may be failing to meet the requirements of the category.

REMEDIATION

If an employee receives an UNSATISFACTORY as their overall evaluation performance, it will be required of the evaluator to meet with the employee to address the concerns of the evaluation. The evaluator is expected to provide suggestions as to how a paraprofessional can elevate his/her performance. The employee will be given a reasonable amount of time to improve job performance.

CUSTODIAL PERFORMANCE EVALUATION

Custodian Name _____ Evaluator _____ Date _____

Improvement Needed		Satisfactory		Excellent	
1	2	3	4	5	N/A

I. QUALIFICATIONS

1. Demonstrates physical ability to perform maintenance and moving tasks.					
2. Demonstrates knowledge of accepting cleaning practices.					
3. Demonstrates the ability to get along with others					
4. Demonstrates the ability to implement orders and follow direction					
5. Demonstrates the ability to make sound decisions in the absence of the supervision and work independently.					
6. Demonstrates the willingness to work overtime as needed.					

Improvement Needed		Satisfactory		Excellent	
1	2	3	4	5	N/A

II. PERFORMANCE RESPONSIBILITIES

7. Keeps building neat and clean at all times.					
8. Sweeps classroom daily					
9. Empties and cleans wastebaskets daily.					
10. Cleans corridors after school daily					
11. Scrubs and disinfects bathroom floors and cleans all sanitary fixtures and drinking fountains daily					
12. Empty sanitary napkins					
13. Checks hand soap, paper towels, & tissue supplies.					
14. Checks that toilets, urinals, faucets & drains are working.					

	Improvement Needed		Satisfactory		Excellent	
	1	2	3	4	5	N/A
15. Cleans exterior of all dispensers (tissue, soap, etc.) & mirrors.						
16. Spot cleans wall and ceiling						
17. Replaces light bulbs.						
18. Cleans baseboards.						
19. Cleans doors and door knobs.						
20. Cleans window glass on doors						
21. Vacuums all carpeted areas.						
22. Dusts locker tops and removes cobwebs once a week.						
23. Makes minor repairs to building and equipment						
24. Reports major repairs as needed promptly to supervisor						
25. Keeps custodial closets neat, clean, and organized.						

1	2	3	4	5	N/A
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III. SUMMER CLEANING

26. Takes pride and care in removal of classroom furniture.						
27. Cleans all surfaces, top and bottom (mold and gum removal).						
28. Cleans and disinfects all lockers, inside and out.						
29. Wipes down walls, pressure washes, and fogs (mold control) classrooms as needed.						
30. Uses safety precautions, the proper technique, the proper equipment, or the buddy system while moving classroom furnishings.						
31. Strip and wax classroom and hallways with safety first approach. Proper footwear, proper footing, and always posting a work area with signage as such (Work Area/Closed Hallway/Wet Wax)						

1	2	3	4	5	N/A
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IV. COMMUNICATION

32. Follows instructions of the supervisor and management chain.						
33. Works well with peers.						
34. Self Management.						
35. Teacher and Student Relations.						

1	2	3	4	5	N/A
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V. PROFESSIONALISM

36. Demonstrates responsibility for self-growth, professional development, and ongoing self-evaluation						
37. Maintains an appropriate work schedule (attendance and punctuality)						
38. Follows the policies and procedures of the school district.						
39. Works cooperatively with colleagues, professional staff and administrators						
40. Demonstrates the ability to work independently as well as part of a team.						

Supervisor's Comments:

Custodian's signature*

Date

Signature of Director of Buildings and Grounds

Date

*Custodian's signature indicates receipt of evaluation only, not approval or disapproval with the contents.

APPENDIX D

WILLIAMSTOWN GRANDFATHERED LONGEVITY

Williamstown ESP employees with 10+ years of service as of July 1, 2018 only, in lieu of the longevity described in Article X, shall receive the following longevity:

1. Paraprofessionals who shall have completed ten (10) years or more of service in the Williamstown Public Schools shall receive a longevity increment of \$600.00. Such increment shall be paid in each successive year through completion of fifteen (15) years.
2. Paraprofessionals who shall have completed fifteen (15) years or more of service in the Williamstown Public Schools shall receive a longevity increment of \$1,360.00. Such increment shall be paid in each successive year.
3. Paraprofessionals who shall have completed twenty (20) years or more of service in the Williamstown Public Schools shall receive a longevity increment of \$1,600.00. Such increment shall be paid in each successive year.
4. Paraprofessionals who shall have completed twenty-five (25) or more years of service in the Williamstown Public Schools shall receive a longevity increment of \$1,850.00. Such increment shall be paid in each successive year.
5. Payment for the above shall be made during the second pay period in October following the year in which the required number of years is completed.