

**AGREEMENT BETWEEN
THE MOHAWK TRAIL REGIONAL SCHOOL DISTRICT
AND
THE MOHAWK DISTRICT EDUCATION ASSOCIATION, INC.
EDUCATIONAL SUPPORT PROFESSIONALS**

August 27, 2010 – August 26, 2013

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of the Mohawk Trail Regional School District, and that good morale within the staff of the Mohawk Trail Regional Schools is essential to achieve that purpose, we, the undersigned parties to this Contract, declare that:

- A. Under the laws of Massachusetts, the Committee, elected and appointed by the citizens of the towns comprising the Mohawk Trail Regional School District, has final responsibility for establishing the educational policies of the public schools of the district. Except as abridged or modified by this Agreement or any supplements hereto, all of the rights, powers and authority held by the Committee prior to the effective date of this agreement are retained by the Committee, and the exercise of said rights, powers, or authority shall not be subject to grievance procedure.
- B. The Superintendent of the District, or in his/her absence some person duly vested with similar authority, (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established and those set forth in the General Laws, Chapter 71 and all other laws thereto pertaining.
- C. The educational support personnel of the public schools of the District have responsibility for providing education of the highest possible quality.
- D. Fulfillment of these responsibilities can be facilitated and supported by consultation and free exchanges of views and information between the Committee, the Superintendent, and the educational support personnel in the formulation and application of policies relating to wages, hours, and other conditions of employment for the educational support personnel.
- E. To give effect to these declarations, the following principles and procedures are hereby adopted.

**ARTICLE I
RECOGNITION**

- A. The Mohawk Trail Regional School District Committee (hereinafter referred to as the “Committee”) recognizes the Mohawk District Education Association, Inc. (herein after referred to as the “Association”) as the exclusive bargaining representative of all members of the collective bargaining Unit B as defined and set forth in Chapter 150E of the General Laws of the Commonwealth for the purpose of collective bargaining. Said collective bargaining Unit B will consist of all full-time and regular part-time education, therapeutic and language assistants, and library and student support personnel employed by the Mohawk Trail Regional School Committee, including the positions of bus monitor, certified occupational therapy assistant, kindergarten aide, library aide, non-certified library manager, non-certified tutor, paraprofessional, pre-school aide, pre-school assistant, print shop manager, SPED aide, speech aide, speech assistant, speech instructional aide, and teacher’s aide, but excluding all managerial, confidential and casual employees, and all other employees.
- B. Unless otherwise indicated, the employees in the above unit will be referred to as the “Employees”.
- C. The Committee will send an unapproved copy of the secretary’s report of School Committee meeting(s), free of charge to the Mohawk District Education Association, Inc. as soon as practicable after each meeting. An approved copy of the secretary’s report of all regular School Committee meetings shall be posted in each school building so all members will know of policies, decisions, etc.
- D. The Committee will provide a copy of the agenda and minutes of each School Council meeting at no cost to the Mohawk District Education Association, Inc. In addition a copy of each meeting agenda will be posted in the respective buildings by the Principal or his/her designee.

**ARTICLE II
NEGOTIATION PROCEDURE**

- A. Not later than October 15 of the calendar year preceding the calendar year in which this agreement expires, the Committee and the Association agree to enter into negotiations over a successor agreement concerning all matters permissible by the law (hours, wages, work conditions) of this Commonwealth to be the subject of collective bargaining. Any successor agreement so negotiated will apply to all employees and will be reduced to writing and signed by the Committee and Association.
- B. During negotiations, the Committee and Association will present relevant data, exchange points of view, and make proposals and counter-proposals. The Committee will make available to the Association for inspection, all pertinent records of the School System as are within the classification of public records. Either party shall be free to use professional and lay consultants to assist in the negotiations.

- C. The Committee agrees that it will not adopt any change in policy that negates any of the provisions of this agreement.
- D. The Committee agrees not to negotiate with any individual Unit B member or with any organization other than the organization recognized herein as the exclusive bargaining agent during the term of this agreement.
- E. The parties may modify the contract by mutual agreement. Any such modification(s) will be reduced to writing and incorporated into the contract.
- F. If the negotiations described in Section A have reached an impasse, the procedure described in Chapter 150E of the Massachusetts General Laws will be followed.

ARTICLE III GRIEVANCE PROCEDURE

A. Definition

A “grievance” is a claim based upon an event or condition which affects the welfare and/or conditions of employment of an employee or group of employees and/or the interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement. A “grievant” is defined as an employee, employees, or the Association submitting the grievance.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare, wages, or working conditions of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The parties may resolve issues informally, provided said informal resolution does not violate the terms of this Agreement.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process.

A “grievance” shall be deemed to have been waived, and shall not be further processed under this grievance process if it has not been presented or pursued within those time limits herein set forth. The time limits specified may be extended by a mutual agreement in writing.

C. Grievance and Association Rights

The grievant shall have the right to be represented by the Association at all meetings involving the grievance.

No reprisals of any kind will be taken by the School Committee or by any member of the administration against the grievant, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

Decisions rendered at Levels One, Two, Three, and Four 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 to the representative of the Association.

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

D. Procedure

Level One

While the parties acknowledge that it is usually most desirable for an employee and his/her principal/immediate supervisor to resolve problems through informal communications, and encourage the parties to engage in such discussions, those informal discussions will be included within the Level One time limit of twenty-five (25) school days.

An employee with a grievance, and/or the Association, will submit the grievance in writing to his/her building principal/immediate supervisor, either directly or through the Association, within twenty-five (25) school days of the time the employee or the Association knew or should have known of the act or condition on which the grievance is based.

Within ten (10) school days of receipt of the grievance, the principal/immediate supervisor will meet with the grievant. Within five (5) school days of the meeting, the principal/supervisor will render a written response.

Level Two

If the grievance is not resolved to the satisfaction of the grievant and/or the Association within five (5) school days of the meeting at Level One, or if no response has been made within said time period, the grievant may present the grievance in writing to the

superintendent within ten (10) school days of the Level One response, or the response due date, whichever is earlier.

Within ten (10) school days of receipt of the grievance, the superintendent will meet with the grievant. Within five (5) school days of the meeting, the superintendent will render a written response.

Level Three

If the grievance is not resolved to the satisfaction of the grievant or the Association within ten (10) school days of the meeting at Level Two, or if no response has been made within said time period, the grievance may be presented in writing to the School Committee within ten (10) school days of the Level Two response, or the response due date, whichever is earlier.

The School Committee will schedule a hearing of the grievance at its next regularly scheduled meeting or within fifteen (15) school days, whichever is sooner. The School Committee will render its response, in writing, within ten (10) school days next following the meeting at Level Three.

Level Four

If the grievance is not resolved to the satisfaction of the Association within ten (10) school days of the meeting at Level Three, or if no response has been made within said time period, the Association may submit the grievance, in writing, for arbitration through the American Arbitration Association, with a copy to the superintendent and the School Committee, within fifteen (15) school days of the Level Three response, or the response due date, whichever is earlier.

Only a grievance involving a claim that the School Committee and/or its agents has violated, misinterpreted, or misapplied any of the provisions of this agreement or any subsequent agreement entered into pursuant to this agreement shall be subject to arbitration.

The decision of the arbitrator shall be final and binding on the School Committee, the Association, and the grievant(s). The arbitrator shall be bound by all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify its provisions.

The expenses for such arbitrators' fees shall be shared equally by the School Committee and the Association.

E. Class Action Grievance

If in the judgment of the Association, and within twenty-five (25) school days of the time the employee or the Association knew or should have known of the act or condition on

which the grievance is based, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even if any of the aggrieved persons do not wish to do so.

- F. The parties to this collective bargaining agreement recognize the “exclusive remedy” provisions of M.G.L. c. 150E, § 8 and the amendment to M.G.L. c. 71 providing some educational employees the right to access a statutory arbitration procedure. The parties further agree that an employee who is subjected to disciplinary action, where such disciplinary action can be reviewed by an arbitrator appointed by the Massachusetts Department of Education pursuant to M.G.L. c. 71 or through this Article, may pursue an appeal of his/her grievance through either the grievance procedure or such state appointed arbitrator. The parties further agree that whichever arbitration forum in which review of a disciplinary action is first requested shall be the exclusive method for the resolution of such dispute, foreclosing access to the other arbitration forum. If a grievance regarding disciplinary action is pursued through the grievance procedure, the grievance will not proceed to Level Three of the grievance procedure, but instead will go directly from Level Two to Level Four.
- G. When a grievance is submitted on or after June 1st and prior to the beginning of the following school year, the time limits shall consist of all business days so that a matter may be resolved before the close of the school year or as soon as possible thereafter.

ARTICLE IV NON-DISCRIMINATION

The Committee and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, sexual orientation, marital status, age, disability, or union activity.

ARTICLE V POLICIES

Employees will sign and return acknowledgment of receipt of the following policies within seven (7) days of employment: Drug Free Workplace Policy, Sexual Harassment Policy, and Internet Acceptable Use Policy.

ARTICLE VI WORK DAY AND WORK YEAR

- A. The work year of employees shall be one hundred and eighty-four (184) work days, including one hundred and eighty (180) student days and four (4) additional days in accordance with the teacher work year.

- B. All full-time employees will work a full day on all days in which students are released early. Employees will participate in the professional development and/or other activities occurring on those days. Part-time employees may choose to remain, with the Principal's permission, to participate in said activities. Those who do so will receive their regular rate of pay for that time.
- C. On days there are unscheduled delays or early dismissals for inclement weather, employees will be paid for all the time for which they normally would be scheduled to work on those days.
- D. Employees will receive a full day's pay, pro-rated, for the half day release before Thanksgiving, and the occasional half day release before Christmas.
- E. Employees do not receive pay for snow days unless worked.
- F. Each employee shall make him/herself available for conferences with any parent or parents of children in his/her instructional group as well as the teacher when the parent or parents request such meetings, and such meeting is approved by the teacher and administration in advance. To the extent possible, such conferences will be scheduled at mutually agreeable times on school days. In addition to compensation for the conference, if a conference occurs before or after the regular work hours of the employee, the employee will be compensated at his/her regular hourly rate for all time between the conference and normal start and/or end of his/her work day. The employee may be required to work during said time period.
- G. During the regularly scheduled lunch period, employees will have a duty-free lunch period of 25 minutes per day at the high school and 30 minutes per day at the elementary schools. The parties agree that to improve scheduling and education techniques, the present length of the periods may be changed by the Committee. The employees, during their duty-free lunch period may leave school grounds, provided the school administration is informed when employees leave and return.

**ARTICLE VII
ADDITIONAL DUTIES**

The parties hereto recognize that an employee's time, in the main, should be directed towards instructional support duties. To that end, they agree as follows:

- A. Employees will not be required to do the following:
 - 1. Collect money from students for non-educational purposes. Employees may be required to collect, tabulate, and transmit money used for educational purposes (such as field trips).
 - 2. Deliver substantial quantities of books to classrooms.

3. Perform health services such as weighing and measuring pupils and administering eye and ear exams.
 4. Administer any medication, unless properly trained.
- B. Notwithstanding the above, employees may volunteer to perform the above-referenced duties.

ARTICLE VIII SUBSTITUTES

- A. If an employee is asked to substitute for a teacher for a full school day, s/he will receive his/her per diem wage plus an additional twenty dollars (\$20.00), added to his/her pay for the day. Effective upon ratification of this Agreement, if an employee is asked to substitute for a teacher for a full school day, s/he will receive his/her per diem wage plus an additional thirty dollars (\$30.00), added to his/her pay for the day. Employees who assume teaching responsibilities for the full school day will be relieved of regular paraprofessional duties for that day.
- B. It shall be the policy of the Committee to employ substitutes for paraprofessionals whenever possible in the event of illness or incapacity.

ARTICLE IX PAYROLL PROCEDURES

- A. The wages of all employees covered by this Agreement are set forth in the Appendices which are attached hereto and made a part hereof.
- B. All employees must submit time sheets on a biweekly basis. Time sheets must be completed accurately and submitted to the Principal or designee no later than Friday of the pay week. Time sheets are signed by the Principal or designee.
- C. Method of Pay: paychecks are issued on a biweekly basis on alternate Thursdays for a two-week period. Employees are required to sign for their paychecks. If the payday falls on a holiday, the paycheck will be issued prior to the holiday and dated for the date issued.
- D. Equalized Pay Policy:
1. Eligibility: Any employee who has worked at his/her present position for at least three (3) years is eligible for the equalized pay option subject to the following exclusions:
 - a. who is paid from a grant
 - b. Anyone in a split position; i.e.: two different account lines (example: ½ regular aide, ½ SPED aide)
 - c. Anyone who changes position in the middle of the school year (one school to another or change within a school)

- d. Anyone who is paid by more than one district
- e. Any shared position (one job, two workers)

2. Guidelines

- a. Time sheets will be filled out by all employees, even those on equalized pay.
 - b. Depending on the date of the first pay period of the year, the first paycheck may be delayed or one half of the first paycheck may be held.
 - c. Equalized pay is OPTIONAL. Employees wishing to be paid under the equalized pay method must return the annual form to the payroll department by the required date and they must sign a statement as follows: "I realize that by participating in the equalized pay program, if I should change or leave my position, I may be liable for return of overpayment of wages paid to me. I agree to pay the School District for any such overpayment within fourteen days of said change or termination."
 - d. There will be twenty-two (22) pays under equalized pay.
- E. Proration of Benefits: Part-time employees receive a pro-ration of benefits based upon their weekly regular hours divided by five (5). This includes, but is not limited to, holidays.
- F. Thursday in every other week shall be payday so as to effectuate (C) above. In the event school is not in session on a Thursday, payday shall be the next school day except when the Thursday payday shall fall during a school year vacation period, in which event checks shall be mailed out on Wednesday of such vacation period.
- G. Employees may designate a financial institution of his/her own choosing for direct deposit of his/her pay. In the event of any foreseeable interruption of the normal bi-weekly schedule of paydays, the Committee agrees to so notify the employees in writing at least thirty (30) days prior to such interruption.
- H. Flex Spending: Flex spending may be available to all employees as a method of setting aside pretax funds to cover medical and childcare expenses. Employees must sign up in December. This option covers the calendar year (January-December).
- I. Overtime Pay-Rate: Employees with prior written approval by Administration to work overtime will receive pay at "time and one half" for all hours worked in excess of forty (40) hours per week. Pay will be at "double time" for any previously authorized hours worked on Sundays or Holidays.
- J. The Committee agrees to deduct from employees' salaries amounts for Health, Dental, Life, and Disability Insurance; Franklin First Federal Credit Union, NEA and MTA services and programs, tax sheltered annuities and Savings Bond purchases (of at least the total purchase per pay period of one Savings Bond) as said employees individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to the appropriate agency. Changes in amounts deducted will be made only two times per year, except that the original establishment of a deduction for loans, insurance or the like,

and changes in marital or dependency status may be made at any time, provided, as to the latter, that such changes are bona fide and not merely changes in amounts to be deducted for income tax to suit the employee's convenience. It is expressly understood that any deductions which an employee may authorize the Committee to make from his/her earnings will be deducted in equal installments from each paycheck received by said employee during the year.

**ARTICLE X
PAY RATE**

A. Pay Rate: Employees' initial pay rates will be determined by the Superintendent of Schools. Employees hired after December 1 of any year will remain at their initial pay rate for the following year as well. Annual increases for all employees will be negotiated by the parties.

B. Longevity Stipend: Any employee working a regular schedule of at least 17.5 hours per week with 20+ years of service to the district will be given a longevity stipend as follows:

After 20 years \$300.00

After 25 years \$500.00

After 30 years \$700.00

This stipend will be paid as part of the employee's salary on a bi-weekly basis. This benefit is prorated on a yearly basis.

C. Retirement Bonus: A retirement bonus in the following amounts will be provided:

After 15 years of service to the District \$1000.00

After 20 years of service to the District \$1500.00

After 25 years of service to the District \$2000.00

This bonus will be paid upon notification from the Franklin County Retirement Board that said employee has retired. This benefit is not prorated.

D. Perfect Attendance Bonus: Employees who complete an entire school year without absence during the entire school year, other than approved absences for bereavement, military duty, jury duty and professional development, shall be paid a Perfect Attendance Bonus of \$100. This bonus shall be paid as supplementary salary, subject to applicable withholding and deduction rules, on or before July 15 immediately following the school year.

E. Personal and Instructional Care (P.I.C.) Stipend: The District agrees to provide an additional \$1.00 per hour rate of compensation for individuals who perform P.I.C. duties in accordance with the Medicaid definition of said duties.

The teacher and paraprofessional working with the particular student will provide the Director of Pupil Personnel Services with an analysis of the average number of hours per week the paraprofessional performs the P.I.C. duties. Said analysis shall be provided during June of each school year. The Director of Pupil Personnel Services will review said analysis, and make a determination regarding the number of hours per day that the paraprofessional will receive the additional \$1.00 per hour rate.

The process described above will also occur if there is a change in the student's I.E.P.

Only if a teacher and/or paraprofessional so requests no later than the last school day in December, the process described above will occur again between January 15 and February 1.

Eligible paraprofessionals will receive the additional rate of compensation based upon the one hundred eighty four (184) day work year.

The additional rate of compensation is only available while the P.I.C. duties are required of the paraprofessional.

The additional rate of compensation shall be included in the paraprofessional's bi-weekly paycheck.

In the event a paraprofessional is out of work for any reason (e.g., sick leave, personal leave, unpaid leave), said paraprofessional shall not receive the additional rate of compensation during said absence. If another bargaining unit paraprofessional performs the P.I.C. duties during such absence, said paraprofessional shall receive the additional rate of compensation. This section only applies to full day absences. In the event of an absence of less than one (1) full day, the paraprofessional normally assigned to perform the P.I.C. duties will receive the additional compensation and the other bargaining unit paraprofessional will not receive the additional compensation.

ARTICLE XI WAGES

2010-2011: Effective August 27, 2010, the salary scale shall be increased by 1.0%. (Note: Employees who worked for at least a portion of the 2010-2011 contract year will receive a one-time payment of \$200.00 regardless of the number of hours worked by the employee. This payment is meant to reflect the 1.0% increase.)

2011-2012: Effective August 27, 2011, the salary scale shall be increased by 1.0%. (Note: Employees who worked for at least a portion of the 2011-2012 contract year will receive a one-time payment of \$200.00 regardless of the number of hours worked by the employee. This payment is meant to reflect the 1.0% increase.)

2012-2013: Effective August 27, 2012, the salary scale shall be increased by 1.0%.

**ARTICLE XII
ANNUAL EXPENSE ALLOWANCE**

The Committee will provide each educational support professional with an annual expense allowance of fifty dollars (\$50) during the academic year. Expense allowances in the amount stipulated shall be made available each school year, and shall be used for the purpose of purchasing sundries and miscellaneous items for use in the classroom, laboratory or shop, including, but not limited to, texts, resource material, laboratory materials, shop and art supplies and materials, and other supplies and materials for student use.

Purchases may be with or without the use of a purchase order for the same, but will be made in conformity with the policies that are or may be established by the Committee governing the same. Educational support professionals will be required to submit all original written receipts indicating proof of purchase from throughout the year as one packet no later than May 1st of each year. Educational support professionals will be reimbursed by the Committee by special check by May 21st of each year.

**ARTICLE XIII
PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT**

Paraprofessionals are entitled to training and college courses:

- A. Training: Administrators will develop a program of training germane to educational support professionals and scheduled as part of specific in-service days.
- B. Course reimbursement is available to all employees for courses that are work related and approved in advance by the Building Principal and the Superintendent. The reimbursement for all schools shall be seventy-five percent (75%) of the cost of the course (tuition and fees) up to eight hundred dollars (\$800.00) per employee per year.

**ARTICLE XIV
LEAVES**

- A. Sick Leave: Newly hired employees shall be credited with 1.50 sick days per month (prorated for part-time). Upon completion of one full work year, employees shall be credited with fifteen (15) sick days at the commencement of the next following work year (prorated for part-time). Unused sick leave may accumulate to a maximum not to exceed one hundred ninety-five (195) days plus unused personal leave applied under the rules of Article XIV, section B, of this Agreement, but not more than one hundred eighty (180) days of accumulated sick leave can be carried forward from the end of any school year to the following school year. Remaining available sick leave for first year employees will be applied at the end of the school year if necessary in order for them to receive pay for the days which were lost in that year due to insufficient sick leave accumulation at the time of the earlier illness.

Employees may use up to five (5) days of his/her sick leave in the event of sickness of his/her parent, spouse, child, grandparent, and any family member living in the immediate household. The Employer reserves the right to require medical certification for sick days under the Family and Medical Leave Act of 1993, or where sick leave usage appears excessive, patterned, or suggests abuse of sick leave. If sick leave usage appears excessive, patterned, or suggests abuse of sick leave, the Employer shall meet with the employee to make the employee aware of his/her concern. In such circumstance, the employee will be given the opportunity to provide evidence regarding whether his/her sick leave usage is excessive, patterned, or suggests abuse of sick leave. If an acceptable explanation is not forthcoming and the questioned behavior continues relative to the employee's use of sick leave, the employer may require medical certification for every sick leave day for the remainder of the school year if deemed necessary, and may result in disciplinary action.

On days of illness, notification of illness must be made by the employee to the person designated to arrange for substitutes and report absences, as soon as possible, but no later than one (1) hour before the start of the work day.

In addition to the above, the Committee authorizes the use of paid sick leave grants if there is a risk of impairment of health to the unborn child of an employee as stated in the written finding of the employee's physician as a result of the known existence of a communicable disease, such as chickenpox, measles, 5th Disease, etc. In such instance, the employee may be considered for professional temporary reassignment. Such reassignment shall be out of harm's way, and that is mutually agreeable to the parties involved. However, this should not preclude an employee from using his/her own sick leave if he/she desires.

B. Personal Leave: Up to three (3) days of personal leave with pay (as examples: religious observances, personal legal and business affairs, etc.) are provided for each employee per school year, subject to the following conditions:

1. Absence during the workday is necessary.
2. Except in cases of emergency, personal leave must be applied for at least five (5) days in advance of the proposed date(s) of leave.

Application for personal leave shall be in writing and directed to the building Principal who shall answer the same within two (2) school days. Grants of personal leave are subject to the approval of the Principal.

Unused personal leave shall accumulate as sick leave at the end of each school year, applied to each employee's personal accumulation of sick leave effective at the beginning of the school year, subject to the rules of maximum accumulation under Section A above.

- C. Bereavement Leave: Up to five (5) days of paid leave per occurrence of a death of an immediate family member will be granted by the building Principal. Immediate family shall be defined as a spouse, parent, parent-in-law, child, grandchild, sibling and including step and foster relationships. Up to three (3) days of paid leave per occurrence of a death of a grandparent, brother-in-law, sister-in-law, or domestic partner will be granted by the building Principal. Bereavement days are for the purpose of attending the memorial service and for bereavement at the time of death. One (1) of these days may be taken later in the year to attend a memorial service. Additional bereavement leave may be granted at the discretion of the Superintendent. Bereavement leave does not apply during the December, February, and April breaks or during the summer months when school is out of session. Bereavement leave will not be granted for individuals not included above; instead an employee must request a personal or unpaid day.
- D. Professional Leave: At the discretion of the Principal, employees shall receive grants of professional leave for the purpose of visiting other schools, or participating in programs of professional value to the employee and of benefit to the Committee. Employees shall submit written applications for such grants to the Principal at least five (5) work days prior to the proposed leave. Applications must set forth how the employee and the Committee will benefit from the proposed visitation or program.
- E. Military Leave
For employees called into temporary active service of any military reserve or national guard unit--a maximum of seventeen (17) days per school year. Employees will be paid the difference between their regular pay and the pay that they receive from the State or Federal Government upon receipt of a written request for such pay differential. Such request must be accompanied by a copy of orders from the employee's military commander indicating the dates and duration of the temporary active service.
- F. Jury Duty and Court Appearance: For time necessary for appearances in Court proceedings consistent with the following;
1. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the principal by the employee.
 2. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service, shall either:
 - a) Retain such jury fees in lieu of pay for the period of jury service, if the jury fees exceed his/her regular rate of compensation for the period involved.
 - b) Remit to the Committee the jury fees if less than his/her regular rate of compensation for the period involved.

3. Jury fees for the purpose of this paragraph shall be the per diem rate paid for jury duty by the court, not including the expenses reimbursed for travel, meals, rooms, or incidentals.
 4. An employee summoned as a witness in Court on behalf of the Mohawk Trail Regional School District, the Commonwealth or any town, city or county of the Commonwealth, or on behalf of the Federal Government, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her Principal, except that this Section shall not apply to an employee who is also in the employ of any other school district, town, city or county of the Commonwealth, or in the employ of the Federal Government or any private employer, and who is summoned on a matter arising from that other employment.
 5. All fees for court service, except jury duty fees paid for service rendered during working hours, must be paid to the Committee. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.
 6. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four (4) or more consecutive hours of employment. Court leave shall not affect any employment right of the individual.
 7. No court leave shall be granted when the employee is the defendant, or is engaged in personal litigation.
- G. Leave may be granted for absence authorized by the Principal or designee for part of a school day for good cause.
- H. If an employee's approved summer school courses begin prior to the close of the Mohawk Trail Regional School District's school year, s/he may be released up to five (5) work days prior to the closing date of the school year without pay. Except that, if an employee has any unused personal leave under this Article, such leave may be taken with pay for this purpose. The total number of employees excused under this section shall not exceed 10% of the employees in each elementary school building or at the High School no more than five (5) employees.
- I. All leaves taken under this article will be in addition to sick leave. None of the within named time allowances shall be accumulative from year to year except personal leave, which will be accumulated as sick leave days.
- J. No employee will be required to arrange for his/her own substitute.
- K. Employees will be advised of their sick leave and personal leave status no later than October 1st of each academic year.

**ARTICLE XV
EXTENDED LEAVES OF ABSENCE**

- A. Upon written application, a leave of absence without pay up to two (2) years may be granted to any employee who has completed three (3) consecutive years of employment within the Mohawk Trail Regional School District who joins the Peace Corps or serves as an exchange educational support professional, and is a full time participant in either of such programs. Upon return from such leave, an employee shall receive the rate of pay s/he would have achieved if s/he had not been absent. Leave for any of the above named purposes will be granted only once during an employee's service within the Mohawk Trail Regional School District.

- B. Military leave will be granted without pay to any employee who enlists or is inducted into any branch of the armed forces of the United States. Upon return from such leave, an employee shall receive the rate of pay s/he would have achieved if s/he had not been absent.

- C. The parties to this agreement agree to abide by the statutory provisions of Chapter 149, Section 105D of the General Laws of the Commonwealth and the Family and Medical Leave Act of the Statutes of the United States, regarding grants of maternity and other family or medical leave, as well as any amendments to those laws shall be made a part of this agreement as if it were fully attached hereto and codified herein.

- D. Other leaves of absence without pay may be granted at the discretion of the Superintendent.

- E. All requests for extensions or renewals of leaves will be applied for and answered in writing within thirty (30) days of application.

**ARTICLE XVI
SICK LEAVE BUYBACK**

Remuneration shall be an amount equal to the employee's personal sick leave accumulation at the end of each school year, less one hundred and eighty (180) days, multiplied by the minimum per diem support staff substitute rate for that employee's position.

**ARTICLE XVII
SICK LEAVE BANK**

The Sick Leave Bank Committee is responsible for managing the Sick Leave Bank, rendering determinations with respect to grants of leave from the Sick Leave Bank and for receiving applications from eligible employees covered by this contract. The Sick Leave Bank Committee shall consist of the Superintendent or Business Administrator, one school committee member, and two association members.

The Sick Leave Bank Committee is charged with providing grants of Sick Leave to those support staff employees under its jurisdiction who are disabled as a result of a prolonged or catastrophic illness or injury, and who have no remaining unused Sick Leave/Personal Leave in their personal account. Such grants of Sick Leave from Bank shall be made by a majority vote of the Committee after the receipt of a written request from a support staff employee together with any medical certification of illness or injury as may be required by the Committee. The vote of the Committee shall be final and not subject to the grievance procedure and/or arbitration.

The Sick Leave Bank Committee may not provide grants of Sick Leave totaling more than one hundred and eighty (180) days (prorated for part-time employees) to any individual employee during any five-year period.

The maximum accumulation of days in the Sick Leave Bank shall not exceed two and one half times the number of participating members.

In the event the total accumulated sick leave days in the bank becomes less than one half the allowable maximum accumulation, then each participating employee shall be assessed one or two days of their personal entitlement of sick leave and such days shall be added to the bank. No more than two days of personal sick leave may be assessed per participating employee in any one school year.

A grant of sick leave for an employee having less than a full time assignment shall provide for the payment of a per diem rate of pay prorated in accordance with the prorated pay policy for part-time employees. An employee who is not eligible to receive sick leave pay cannot receive grants of sick leave from the sick leave bank.

In the case of assessment of sick leave days of part-time employees for the purpose of crediting the Sick Leave Bank with additional sick leave days, the pro-rationing rule shall not apply and said employees' personal accumulated sick leave entitlement shall be debited by the number of hours necessary to equal a full time employee's normal work day for each day credited to the bank.

Any unused sick leave remaining in the bank at the end of any school year shall automatically be carried over to the next school year.

Membership must be decided during an open enrollment period in September of each year. Anyone who wishes to join must contribute two (2) days to the sick bank at the time of enrollment. New members cannot draw from the bank during their first year of membership.

The Association will be notified in writing of the current balance of days no later than October 1st of the academic year.

**ARTICLE XVIII
WORKERS' COMPENSATION**

If an employee is injured on the job s/he must immediately complete the "Employer's First Report of Accident" form, and submit it to the school nurse. Whenever an employee is absent from school as a result of a personal injury arising out of and in the course of his/her employment, s/he will be paid the difference between his/her regular salary and any weekly benefit s/he may be entitled to under worker's compensation coverage in accordance with M.G.L. c. 152, § 69. The difference so paid will be deducted from any unused sick leave by converting the money value into hours at the individual employee's pay rate computed on a daily basis.

**ARTICLE XIX
INSURANCE**

- A. Health Insurance: Employees of the district who are regularly scheduled to work twenty (20) or more hours per week are eligible for health insurance. Effective July 1, 2008, said employees will receive health insurance benefits through the Group Insurance Commission (GIC) in accordance with the 9/28/07 Public Employee Committee (PEC) GIC Memorandum Agreement between the School Committee and the PEC.

New employees may join a health insurance plan in accordance with GIC regulations. Once hired, employees may switch plans only on the Anniversary date, or due to a change in family status (qualifying event). A change in family status for this purpose includes marriage, birth of a child, divorce, death of a spouse or child, termination of employment of a spouse and such other events that the health insurance carrier determines will permit a change of plans. You must notify the Central Office within thirty (30) days of the qualifying event.

Health insurance premium deductions shall be equalized throughout the year based upon twenty-two (22) pay periods. Health insurance premium increases effective July 1st will be deducted from employees' paychecks in June. For the 2010-2011 school year, premium deductions shall be equalized to the extent possible, and will be based upon less than twenty-two (22) pay periods.

- B. Dental Insurance: This is a separate plan, which is also offered only to employees who are regularly scheduled to work twenty (20) or more hours per week. The employer contribution is seventy-five percent (75%) of the cost, and the employee pays the remaining twenty-five percent (25%) in accordance with the 9/28/07 PEC GIC Memorandum Agreement between the School Committee and the PEC. If a supplemental and/or higher coverage dental and/or dental health insurance plan is offered, employees may participate in such plan if employees assume responsibility for the payment of the full cost of such plan (i.e., the difference between the regular dental insurance plan and the supplemental and/or higher coverage plan). If the regular dental insurance plan is no longer available to the District, the District shall immediately enter into negotiations with the Association to address the policy changes. During those

negotiations, the District will continue to contribute an amount equal to its percentage contribution toward the supplemental and/or higher coverage dental and/or dental health insurance plan which was in effect prior to the regular dental insurance plan ceasing to be offered. For example, if the District was contributing \$750 toward a regular plan with a total premium of \$1,000 and the supplemental and/or higher coverage plan's total premium cost was \$1,500, then the District would contribute 50% of the cost of the supplemental and/or higher coverage plan upon the discontinuance of the regular plan. New employees may join within thirty (30) days of date of hire.

- C. Life Insurance: Life Insurance with coverage of \$20,000 is provided for all employees who are regularly scheduled to work twenty (20) or more hours per week. The employer pays the cost of the premium. Additional life insurance is available through the insurance carrier, the premium for which is paid entirely by the employee.
- D. Health Insurance of Retirees: Retirees will be eligible for health insurance in accordance with the 9/28/07 PEC GIC Memorandum of Agreement between the School Committee and the PEC.

ARTICLE XX VACANCIES & PROMOTIONS

- A. The Committee agrees that timely written notice will be given to the President of the Association and those on the recall list regarding the existence of any vacancy or other positions (such as tutoring, summer positions, etc.) as soon as possible after it becomes known that they will exist. Such notice will contain a description of the position and the qualifications. No vacancy will be filled except on a temporary basis, within ten (10) working days from the date of the original notice.

During the summer months (July and August), the Superintendent or designee agrees to forward notices required under this provision to the Association, whose duty it will be to notify its members.

The Superintendent or designee reserves the right to publicize such vacancies (See above, paragraph A) in any manner, and to any extent he/she desires provided that such vacancy is posted internally concurrent with advertising. A written notification will be sent to the Association's President at the time of posting.

- B. The Principal shall consider applications from the existing employees and those on the recall list for vacancies or any other positions, but the final determination regarding whom to select to fill the vacancy is made by the Principal and/or Superintendent and in accordance with the recall procedure as outlined in Article XXIV.

ARTICLE XXI ASSIGNMENTS

- A. This Article covers assignments within the same school building. If an employee is to be transferred to another school building, the procedures contained in Article XXII will be followed. The phrase “change of assignment” as used in this Article refers to an employee being assigned to a different position within the same school.
- B. When possible, administration will notify employees in writing by June 15 of their employment status for the following school year, including the building assignment (i.e., the particular building to which the employee will be assigned). As soon as possible, the employee will be notified of his/her tentative assignment within the school for the following school year and any special circumstances related to the assignment. Tentative assignments are subject to change based upon the needs of the District.
- C. Employees desiring assignment changes may submit written requests to the Superintendent indicating the assignment preferred. Such requests must be submitted no later than April 15 of each school year to be considered for the following school year. Requests must be renewed each year.
- D. It is recognized that, on occasion, a change in assignment may be necessary during the school year. It is further recognized that such changes in assignment may result in involuntary assignments of position. In order to effectuate orderly adjustments, the following methods will be employed in regard to changes in assignment during the school year only:
 - 1. The Principal shall first consider volunteers. However, the final determination will be made by the Principal, which may result in an involuntary assignment.
 - 2. When possible, at least ten (10) working days written notice shall be given in all cases of change of assignment during the school year. The employee may request a meeting with the Principal within five (5) working days of said notice. The Principal shall, during such discussion, inform the employee of the reasons for the change in assignment. If the employee believes that the assignment is not in the best interest of the school or the employee, s/he may request a meeting with the Superintendent within ten (10) working days of the meeting with the Principal.
- E. The process outlined in Sections B(2) and B(3) above is not required regarding initial assignment determinations for each school year, even if an involuntary assignment may occur. However, the process outlined in Section B(1) will be followed.
- F. It is agreed that no grievances are to be submitted as to this Article or to the assignment process unless the process is discriminatory or not in accordance with the practice set forth above.

**ARTICLE XXII
TRANSFERS**

- A. It is agreed that transfers of employees from school building to school building will occasionally be necessary. Transfer determinations shall be made by the Principal and/or Superintendent. In order to effectuate orderly adjustments, the following methods will be employed regarding transfers from school building to school building:
1. Employees will be notified of any transfers as far in advance as possible, and normally not later than June 15. In the event unusual circumstances require transfer after June 15 or during the school year, the employee will be notified as soon as possible of the reason for the transfer.
 2. District volunteers will be considered for transfers first. Employees desiring transfers may submit written requests to the Superintendent indicating the transfer preferred. Such requests must be submitted no later than April 15 of each school year to be considered for the following school year. Requests must be renewed each year. Notwithstanding the above, the final determination will be made by the Principal and/or Superintendent, which may result in an involuntary transfer.
 3. In the event that transfers are to be involuntary, the Principal and/or Superintendent will consider such matters as employee expertise, length of service in the system, and areas of qualification in making the decision as to who shall be transferred.
 4. When possible, at least ten (10) working days written notice shall be given in all cases of transfer during the school year.
 5. After notice of a transfer is received, the employee may request a meeting with the administrator who made the transfer determination within five (5) working days of receipt of notice. The administrator shall, during such discussion, inform the employee of the reasons for the transfer. If the employee believes that the transfer is not in the best interest of the school or the employee, s/he may request a meeting with the Superintendent within ten (10) working days of the meeting with the administrator.
 6. When feasible, any employee who is transferred to another school due to the elimination of his/her position, will have the opportunity to return to his/her last assignment in his/her previous school, if available, at the start of an academic year (right of first refusal).
- B. It is agreed that no grievances are to be submitted as to this article or to the transfer process, unless the process is discriminatory or not in accordance with the practice set forth above.

**ARTICLE XXIII
REDUCTION IN FORCE**

- A. In the event the Superintendent determines it necessary to reduce the number of employees included in the bargaining unit, employees shall be laid-off in the inverse order of their initial employment with the School District within their job title. The job titles are as follows: 1) Paraprofessional (including Kindergarten Aide, SPED Aide, Teacher's Aide, Preschool Aide, Bus Monitor, Library Aide, Library Manager (non-certified), Non-certified Tutor, Lead Paraprofessional, Print Shop Manager, Speech Aide, Speech Instructional Aide, and Preschool Assistant); 2) Speech Assistant; and 3) Certified Occupational Therapy Assistant.
- B. An employee whose position is eliminated shall either:
1. Be transferred to an open position within his/her job title for which he/she is qualified, as determined by the Administration, or could become qualified by the effective date of the layoff; provided, however, intent to obtain such qualifications must be given to the Superintendent within fifteen (15) days of the notice of layoff; or
 2. Replace an employee with the lowest District-wide seniority within his/her job title, provided the employee has the qualifications to perform the job of the employee being replaced. In the event the employee has the lowest District-wide seniority within category one (1) (Paraprofessional), two (2) (Speech Assistant), or three (3) (Certified Occupational Therapy Assistant) above, said employee may replace an employee with the lowest District-wide seniority in category one (1) (Paraprofessional) above, provided the employee has the qualifications to perform the job of the employee being replaced.
 3. Notwithstanding sections B(1) and B(2) above, if an employee has specialized training in Applied Behavior Analysis and is working with a student(s) whose IEP requires ABA support, said employee shall not be replaced by another employee unless said employee also possesses the same specialized training in Applied Behavior Analysis as determined by administration. Application for ABA training will be made available to all educational support professionals. Selection will be by seniority with the most senior applicant selected first.
- C. In cases involving employees who have identical seniority, retention and recall shall be given to those employees who have achieved the highest level of training.
- D. 1. Employees who are to be affected by a reduction in staff must be notified in writing at the earliest possible time as can be determined by the Administration, but no later than June 1st of the school year preceding the year in which the reduction will take effect. Said notice shall state the reason(s) for the layoff and the effective date of the layoff.

2. Notwithstanding section D(1) above, when a reduction in force becomes necessary during the school year, employees so affected shall be notified with a minimum of ten (10) work days notice. All other provisions in this Article continue to apply.
- E. The provisions of this Article do not apply to employees who have not completed the probationary period.

ARTICLE XXIV RECALL

- A. Employees will be recalled in inverse order of their layoff to vacancies for which they are qualified, including employees who have specialized training in Applied Behavior Analysis and are working with a student(s) whose IEP requires ABA support. Such employees will remain on a recall list for a period of twenty four (24) months from their last day of work.
- B. An employee who is recalled by the Committee shall be recalled with all benefits s/he had accumulated at the time of his/her layoff. Laid off employees may continue group health and life insurance during the recall period as provided by the Committee to members of the bargaining unit by paying the Committee for the full premium cost. Failure to forward premium payments to the Committee will terminate this option.
- C. When vacancies occur, the employee shall be notified by certified mail at his/her last address of record. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within ten (10) calendar days of receipt of such notice shall be considered a rejection of such offer. It shall be the responsibility of such employees on the recall list to inform the Office of the Superintendent of changes of address.
- D. No new employees shall be hired to fill vacancies until all qualified employees (including specialized training) on the recall list have been first offered the vacancy pursuant to the provisions of this Article.
- E. If an employee refuses or fails to respond in writing to a recall offer to the same position he/she held at the time of layoff, he/she shall lose all future rights of recall. An employee, however, does not lose recall rights if the position is offered during the course of the school year and the employee is already employed in another school system or the employee is medically unable to return to work at that time. In either circumstance, the employee must accept the offered position by certified mail within ten (10) calendar days of receipt of the notice for the following school year. In the event the employee is physically unable to accept the position, he/she must present medical certification with the Superintendent that he/she can return to the position as of the start of the following school year.
- F. The provisions of this Article do not apply to employees who have not completed the probationary period.

**ARTICLE XXV
PERFORMANCE EVALUATION**

Employees will be evaluated in accordance with the current District evaluation period until the parties reach agreement on a new evaluation procedure and form.

The parties agree to establish, within three (3) weeks following ratification of this Agreement, a Joint Labor Management Committee (JLMC) to review and improve the current Evaluation Procedure with the goal to complete their work by the start of the 2008-2009 school year. The JLMC will consist of up to three (3) members selected by the School Committee or its designee, and up to three (3) members selected by the Association President.

**ARTICLE XXVI
EDUCATIONAL SUPPORT PROFESSIONAL FACILITIES**

- A. To the extent that the physical plant permits, each employee will have the following facilities available:
1. Space: Access to such space as lockable desk or lockable file cabinet, or locker or closet, in which employees may safely store instructional materials, supplies, and personal belongings;
 2. A staff work area containing equipment and supplies to aid in the preparation of instructional materials;
 3. An appropriately furnished room to be reserved for the exclusive use as a staff lounge;
 4. An appropriate work area where an employee can work with students and prepare and organize their assigned students' modified work;
 5. A communication system so that employees can communicate with the main building office from their classroom;
 6. A well-lighted and clean male adult rest room, and a well-lighted and clean female adult rest room;
 7. A staff dining area, separate from, and not available to students during regular dining hours.
 8. An adequate portion of the area used for parking at the school will be reserved for staff parking.

**ARTICLE XXVII
CRIMINAL OFFENDER RECORD INFORMATION (C.O.R.I.)**

The following applies to criminal offender record information (“CORI”) checks pursuant to Chapter 385 of the Acts of 2002:

- A. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause.
- B. Upon request, a copy of a CORI report will be available to the employee.
- C. All CORI reports will be maintained in the Superintendent’s office in separate confidential files.
- D. Only CORI authorized personnel will request CORI checks.
- E. Any disciplinary action taken as a result of CORI checks will be in accordance with this Agreement and the law.

**ARTICLE XXVIII
FIELD TRIPS**

Employees assigned to work with specific students or a classroom may be required to go on field trips with their specific students or classroom and will be paid for all hours worked if the parties return to school on the same day. In the instance of an overnight field trip, the support staff will be paid their regular work hours plus a stipend of fifty dollars (\$50) per night. An employee requesting to attend other field trips may do so upon prior approval by the building principal without pay or as a personal day. Employees are not required to attend overnight field trips.

**ARTICLE XXIX
TRANSPORTING STUDENTS**

- A. Employees who volunteer to drive pupils to activities located away from the school building shall first secure permission from the building principal, shall carry required insurance for the vehicle to be used, and shall otherwise conform with existing policies fixed by the Committee which pertain to the use of personal vehicles for pupil transportation. No employee will be required to transport pupils.

The Committee agrees to indemnify employees in the maximum amount provided for within and consistent with the limitations set forth in Section 9 of Chapter 258 of the General Laws of the Commonwealth.

- B. Reimbursement for transportation defined in Section A of this article shall be at a rate fixed by the District.

**ARTICLE XXX
PROBATIONARY PERIOD**

All new employees will be placed on a five (5) month (for example, January 15 to June 15) probationary period. During the five (5) month probationary period, employees may be

terminated for any reason, and such termination is not subject to the grievance procedure and is not arbitrable.

**ARTICLE XXXI
PERSONNEL FILES/DISCIPLINE/JUST CAUSE**

- A. Employees will have the right, upon request, and at reasonable times, to review and make copies of the contents of their own personnel file. Employees will be entitled to have a representative accompany them during such review that will be conducted in the presence of a member of the administrative staff.
- B. No material that reflects adversely upon an employee's conduct, service, character, or personality, intended for distribution to any administrative or supervisory personnel, or which will be placed in his/her personnel file, will be distributed or filed unless the employee has had an opportunity to review the material. The employee will acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- C. Any official complaint regarding an employee that is made by a parent, student, or other person, shall be promptly brought to the attention of the employee if said complaint may become cause for criticism in a subsequent evaluation (if such report of the complaint is or may be filed in the employee's administrative file, or if said complaint might result in disciplinary action). The person initiating the complaint, as well as the person(s) observing the behavior which led to the complaint, shall be revealed to the employee.
- D. The Association recognizes the authority and responsibility of the Administration for disciplining or reprimanding an employee for professional reasons. In cases where formal action is to be taken, an employee will be entitled at his/her option, to have a representative present. When an employee is not represented by the Association, the Association shall have the right to be present.
- E. No employee who has completed the probationary period will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

**ARTICLE XXXII
USE OF SCHOOL FACILITIES**

- A. Upon application to the building principal, the Association will be permitted the use of school buildings at reasonable times for meetings. Such use will be free of cost, except for extra custodial, protective or similar personnel fees. Applications will normally be made at least five (5) work days prior to the date and time intended for such meeting.

- B. The Association will be permitted to use school facilities and equipment, provided that no conflict exists with regularly established student programs. Application will be made as in Section A above, and subject to cost limitations set forth therein.
- C. The Committee agrees to provide access to staff work areas and classrooms during non-school hours. The building principals shall make reasonable accommodation with individual employees for times upon request.

**ARTICLE XXXIII
PROTECTION**

- A. Employees will immediately report to the Principal all cases of assault and battery allegedly committed or suffered by them when such incidents arise out of the course and scope of the individual's employment.
- B. The Superintendent will review all such reports and will take such action as may be appropriate under the circumstances.
- C. The District retains General Counsel to assist with legal concerns and employees are invited to consult with School Counsel as authorized by the Superintendent.
- D. The Committee agrees to indemnify employees in the maximum amount provided for within, and consistent with the limitations set forth in Section 9 of Chapter 258 of the General Laws of the Commonwealth.

**ARTICLE XXXIV
HEALTH AND SAFETY**

- A. The School Committee recognizes its responsibility to provide a safe and healthful work place, free of hazards or conditions which cause, or which are likely to cause accident, injury or illness to the staff.
- B. To this end the School Committee agrees that it will take timely action to inform the Association and all affected employees of hazards or conditions which cause or which are likely to cause accident, injury or illness, and that it will act in a timely manner to correct such hazards or conditions.
- C. The parties further agree that no member of the bargaining unit will be subject to restraint, interference, coercion, discrimination or reprisal for filing a report of or for attempting to ameliorate an unsafe or unhealthy working condition. The School Committee will continue to be responsive to requests for information from the Association and from individual employees regarding potentially unsafe or unhealthy working conditions.

**ARTICLE XXXV
PERSONAL INJURY BENEFITS**

- A. The Committee will provide protective clothing and safety glasses to employees as needed in the performance of their duties and will reimburse employees for any clothing or other personal property damaged or destroyed (less the amount of any insurance reimbursement) as a result of an assault and battery suffered in the course of employment.
- B. The Committee shall reimburse any employee one hundred per cent (100%) of the total cost of any protective prescription eye wear required for the safe execution of his/her professional duties. In all cases, the eye wear shall become and remain the personal property of the employee.
- C. Any reimbursement or payment under this article will be made only in cases where the employee is not contributorily negligent.

**ARTICLE XXXVI
DUES COLLECTION**

- A. The Committee hereby accepts in the provisions of General Laws, Chapter 180, Section 17C, and in accordance therewith, shall certify to the District Treasurer payroll deductions for the payment of dues to an Association of employees duly authorized by its members.
- B. The Mohawk District Education Association, Inc. will certify to the Committee in writing the current rate of membership dues of the Association. The Association will give the Committee sixty (60) days written notice of any change in the rate of its membership dues prior to the effective date of such change.
- C. All authorizations must be in the hands of the Committee ten (10) work days prior to the week in which the payroll deduction is to be made. Late authorizations will not be honored.
- D. The Association agrees to and does hereby indemnify, defend and hold harmless, the School Committee from and against any and all claims, demands, liabilities, suits or any other form of action arising from or relating to any action taken by the School Committee in reliance upon information furnished by the Association to the School Committee for the purpose of complying with any of the provisions of this Article.

**ARTICLE XXXVII
CLOSURE AND GENERAL**

- A. The parties acknowledge that during negotiations that resulted in this 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 area of collective bargaining, and that any

such matters not covered herein have voluntarily been withdrawn as part of the consideration for the making of this agreement, and that the understanding and agreement 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 waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, except as otherwise provided in the reopening sections of Article II and this Article, even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. All Committee policy and administrative regulations inconsistent with the provisions contained in this agreement are deemed to be amended so as to be consistent herewith, and the Committee will carry out the commitments contained herein and given them full force and effect as Committee policy.

- B. Should any provision of this agreement, or the application of this agreement to any member of the bargaining unit or Committee covered hereunder be found to be contrary to law, such provisions or their application shall have effect only to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect. The effect of any legislative or regulatory action shall be deemed to be effective as to this agreement as soon as is required by law.
- C. This Agreement becomes effective August 27, 2010, and remains in full force and effect through August 26, 2013. The parties to this Agreement recognize and agree that no later than October 15, 2012 they will enter into negotiations for a successor agreement to become effective as of August 27, 2013.

If said negotiations for a successor agreement are not completed by August 26, 2013, then the provisions of this Agreement will remain in full force and effect until said negotiations are completed and the successor Agreement prepared and executed.

For the MOHAWK TRAIL REGIONAL SCHOOL COMMITTEE

Its Chairperson: _____ Date: _____

For the MOHAWK DISTRICT EDUCATION ASSOCIATION, INC.

Its President: _____ Date: _____

August 27, 2010 – August 26, 2011

Para
Bus Monitor

Print Shop
Directed Study
Structured Study
Head Para
Tutor
Library Manager

Positions
Requiring
Certification
e.g., Speech
Assistant,
COTA

Step	A	B	C
1	12.79	14.98	18.95
2	13.04	15.26	19.26
3	13.30	15.55	19.67
4	13.55	15.82	19.84
5	13.83	16.10	20.10
6	14.11	16.39	20.39
7	14.36	16.67	20.81
8	14.65	16.93	21.22
9	14.85	17.21	21.64
10	15.18	17.49	22.08
11	15.42	17.78	22.51
12	15.73	18.07	22.97
13	15.96	18.33	23.42
14	16.22	18.62	23.90
15	16.50	18.91	24.37
16	16.79	19.22	24.86
17	17.06	19.47	25.36
18	17.33	19.77	25.87

August 27, 2011 – August 26, 2012

Para
Bus Monitor

Print Shop
Directed Study
Structured Study
Head Para
Tutor
Library Manager

Positions
Requiring
Certification
e.g., Speech
Assistant,
COTA

Step	A	B	C
1	12.92	15.13	19.14
2	13.17	15.41	19.45
3	13.43	15.71	19.87
4	13.69	15.98	20.04
5	13.97	16.26	20.30
6	14.25	16.55	20.59
7	14.50	16.84	21.02
8	14.80	17.10	21.43
9	15.00	17.38	21.86
10	15.33	17.66	22.30
11	15.57	17.96	22.74
12	15.89	18.25	23.20
13	16.12	18.51	23.65
14	16.38	18.81	24.14
15	16.67	19.10	24.61
16	16.96	19.41	25.11
17	17.23	19.66	25.61
18	17.50	19.97	26.13

August 27, 2012 – August 26, 2013

Para
Bus Monitor

Print Shop
Directed Study
Structured Study
Head Para
Tutor
Library Manager

Positions
Requiring
Certification
e.g., Speech
Assistant,
COTA

Step	A	B	C
1	13.05	15.28	19.33
2	13.30	15.56	19.64
3	13.56	15.87	20.07
4	13.83	16.14	20.24
5	14.11	16.42	20.50
6	14.39	16.72	20.80
7	14.65	17.01	21.23
8	14.95	17.27	21.64
9	15.15	17.55	22.08
10	15.48	17.84	22.52
11	15.73	18.14	22.97
12	16.05	18.43	23.43
13	16.28	18.70	23.89
14	16.54	19.00	24.38
15	16.84	19.29	24.86
16	17.13	19.60	25.36
17	17.40	19.86	25.87
18	17.68	20.17	26.39

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