

AGREEMENT

BETWEEN THE

GRANBY SCHOOL COMMITTEE

AND THE

GRANBY ADMINISTRATIVE SUPPORT STAFF
UNIT C

OF THE

GRANBY EDUCATORS' ASSOCIATION

JULY 1, 2023 - JUNE 30, 2026

ARTICLE I RECOGNITION

The Granby School Committee, hereinafter referred to as the "Committee," recognizes the Granby Educators' Association/Massachusetts Teachers' Association/National Education Association, hereinafter referred to as the "Association," as the exclusive representative of a unit which consists of all Administrative Assistants, Clerks, and the Payroll and Benefits Coordinator, except for the personal Administrative Assistant of the Superintendent, and all other employees of the Granby Public School System.

ARTICLE II NEGOTIATION PROCEDURE

A. Negotiations for a successor agreement may be initiated by either party no later than the first Monday in February prior to the expiration date of the current agreement. The Committee and the Association agree to enter into negotiations over a successor agreement in accordance with the procedures set forth herein, in a good faith effort to reach agreement concerning the wages, hours, and other terms and conditions of employment for employees covered hereunder.

B. Such negotiations shall include those subjects agreed to between the Parties and any other subjects authorized to be bargained under M.G.L., C 150 E. Any agreement so negotiated and subsequently ratified shall apply to all employees covered hereunder and will be reduced in writing and signed by the Committee and the Association.

ARTICLE III GRIEVANCE PROCEDURE

SECTION I:

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

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

LEVEL ONE:

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

If the grievance is not settled, it shall, within three (3) working days thereafter, be set forth in writing, signed by the employee, and given to the immediate supervisor, who shall, within three (3) working days after receipt thereof, give his/her written answer to the grievance to the grievant and/or the Association.

LEVEL TWO:

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

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

LEVEL THREE:

If the grievance is not settled in LEVEL TWO, the grievant and the Association may appeal it by giving a written notice to the Committee within ten (10) working days

after receipt of the answer at Level II. The Committee shall meet with the grievant and/or Association at a mutually agreed upon time.

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

SECTION II.

A. The Parties agree to follow each of the foregoing steps in the processing of the grievances; and if at any Step, the Committee representative fails to give his/her written answer within the time therein set forth, the grievant and/or Association may appeal the grievance to the next step at the expiration of such time limit.

B. If the Superintendent claims that the Association has violated any provision of this Agreement, he/she may present such claim to the Association in writing; and, if the Parties fail to settle it, the Superintendent may appeal it to arbitration, in accordance with the arbitration clause hereinafter set forth.

C. The settlement of a grievance in any case shall not be made retroactive for a period exceeding twenty (20) working days prior to the date that the grievance was first presented in writing.

SECTION III:

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

A. Arbitration shall be invoked by filing a Demand for Arbitration with the American Arbitration Association, a copy of which shall be simultaneously provided to the Superintendent. The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.

B. The arbitration proceedings will be conducted under the rules of the American Arbitration Association. The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement. The award shall be final and binding on the Committee, the Association and the Grievant. Each party shall bear the expenses of its representatives and witnesses, and the fees and expenses of the Arbitrator shall be borne equally by the parties.

C. If the Committee claims the Association has violated the provisions of Article V, it may present such claim to the Association in writing and if the parties fail to settle it within ten (10) working days, the Committee may submit the dispute to arbitration under the provision of this Article.

ARTICLE IV MANAGEMENT RIGHTS

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

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

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

ARTICLE V OBSERVANCE OF DUTIES

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

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

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

ARTICLE VI
WORK DAY/WORK YEAR

A. The work year for full time employees so designated shall be either a fifty-two (52) week work year, or a forty-four (44) week work year, as may be determined by the Superintendent.

A forty-four (44) week employee will be referred to as a school year employee and will work 230 days, offset by vacation days as per ARTICLE IX and Holidays as per ARTICLE XIV. The work day for such employees shall be seven and half (7.5) hours per day, Monday through Friday, exclusive of a daily lunch period. Ten of the 230 days shall be scheduled between the Administrative Assistant and his/her supervisor. These scheduled times do not have to be a full 7.5 hours but cannot be fewer than 3.75 hours per day.

A fifty-two (52) week employee will be referred to as a full year employee and will work 260 days, offset by vacation days as per Article IX and Holidays as per Article XIV. The work day of such employee shall be seven and half (7.5) hours, Monday through Friday, exclusive of a daily lunch period.

The number of hours may be adjusted by mutual agreement between the Supervisor and the Administrative Assistants.

Each Administrative Assistant is entitled to one fifteen minute break during the course of the day.

B. On occasion, the immediate supervisor may allow modifications of a daily schedule to accommodate a special need of the employee, provided the modification does not interfere with the normal functioning of the office.

C. While this section defines the normal work day, work week, and work year, nothing herein shall be construed as a guarantee to any employee of the number of hours of work per day or per week, or the length of the work year.

D. School building Administrative Assistants will attend the September Parents' Night at the school to which they are assigned with due compensation.

E. School Cancellation: On days school is canceled by the Superintendent, employees will not be required to report to work but are expected work remotely. The employee may take such days as vacation if he/she has vacation time earned. If the employee is sent home during the day by the Superintendent of Schools because of unusual conditions, he/she will be paid in full for that day. If school year employees are brought in on any of these days on an emergency basis, they will be paid an additional day of pay for each such day. "Emergencies" shall be defined by the immediate supervisor.

Whenever the Superintendent closes a school and announces that faculty including secretaries and support staff are not to report, or the faculty and students

released for any reason, for other than what is commonly called a snow day, the member in that building will also be released without loss of pay.

F. Condition of Employment: It shall be the duty of that employee in time of sickness to notify his/her supervisor as soon as possible that he/she will not be able to report to work for the day.

G. Responsibilities: All employees covered by this Agreement will perform their duties and responsibilities in a diligent manner and consistent with the highest ideals of service. All employees are under the direct supervision of their immediate supervisor and shall be evaluated as per Article VII.

H. Promotion: When an employee is promoted or assigned to a higher classification within the bargaining unit, said employee shall receive increment step credit for prior service to the School District for up to three (3) years or shall be placed on that step which ensures no reduction in pay, whichever is the greater.

I. Temporary Employee: If a temporary employee is hired to fill a vacancy due to illness or other reason, he/she will be paid on the entry-level step of the salary schedule for the job classification he/she is performing.

ARTICLE VII EVALUATION

A. Definition of Evaluation:

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

B. Gathering Information:

Evaluation may consist of formal or informal observation of daily or other work performance. Formal observations shall include any substantial review of work performance with a view towards completing a written evaluation of the employee's performance. Informal observation would include daily interactions between employees and supervisors.

C. Criteria:

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

1. Currency of the employee relative to the requirements of the job.(For example, changes in technology and knowledge of regulations and policy.)
2. Planning of the workday so as to be efficient and effective.
3. Adjustment to changes in the work environment that is efficient and effective.
4. Creation of a work environment that is positive and supportive of the school's mission.
5. Maintenance of appropriate standards of behavior, mutual respect, and safety.
6. Ability to evaluate existing situations and refine job strategies, including the effective use of technology, to increase productivity and efficiency in the office.
7. Demonstrate sensitivity to differences among individuals.
8. Constructive and cooperative interactions with parents and others who may call or visit the office.
9. Responsible for accomplishing goals and priorities of his/her building and school system.

10. Reflective and continuous learner.

D. Reporting Results:

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

E. Probationary Period:

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

ARTICLE VIII TRANSFER

A. Voluntary Transfer: When a job opening or newly created position occurs, notification of such opening shall be posted for not less than six (6) work days prior to the closing dates for applications. Job specifications will be included in the job opening description. All qualified Administrative Support Staff will be given adequate opportunity to apply for such positions. The supervisor agrees to give due weight to the background and attainments of all applicants. Employees who wish to be considered for such positions must make written application to the supervisor within the six (6) work day posting period. Each applicant will be notified in writing of the decision.

In filling such vacancies, the following will be considered:

1. Experience, overall performance, and qualifications for the new position
2. Length of service
3. When all factors which comprise experience, performance, and qualifications are equal, preference will be given to current employees in filling vacancies.

B. Involuntary Transfer: In the event a vacancy occurs which will be filled through an involuntary transfer, qualified volunteers will be considered first.

ARTICLE IX VACATION

A. All vacations are on an accrued basis and vacations cannot be taken until earned. Vacation days begin accruing on the first day of employment. Anniversary dates will be used when going into the next higher accrual category.

1. In the first year of employment, accrued vacation is not considered earned until the completion of one half year of continuous employment.

2. Vacation will normally be taken at an agreed time during the summer months. Vacation may be taken at other times only with prior approval from the supervisor or his/her designee. Vacation time is non-accumulative and must be taken before the employee's next anniversary date.

3. All vacations must be approved by the supervisor.

B. Vacation accrual:

CALENDAR YEAR EMPLOYEES

After 1 year -	75 Hours
After 3 years -	120.00 Hours
After 7 years -	142.50 Hours
After 10 years-	157.50 Hours
After 15 years -	195 Hours

SCHOOL YEAR EMPLOYEES

After 1 year -	60 Hours
After 5 years -	97.5 Hours
After 10 years -	127.5 Hours
After 15 years -	157.5 Hours

PAYROLL & BENEFITS COODINATOR

After 1 year -	75 Hours
After 3 years -	120.00 Hours
After 7 years -	142.50 Hours
After 10 years -	157.50 Hours
After 15 years -	195 Hours

ARTICLE X SICK LEAVE

A. Sick Leave Accrual

All sick leave is on an accrued basis and cannot be taken until earned. Sick leave days begin accruing on the first day of employment. Sick leave is intended to provide insurance against loss of income due to personal illness. Sick leave may be used for personal illness or disability, personal medical appointments, quarantine for communicable disease, or for personal leave days as provided for in ARTICLE XI. Up to ten (10) of these days per year may be used for illness in the immediate family, that is, spouse, parent, or child. These days may also be used for a family member living within the employee's household. The Superintendent may grant additional requests for sick leave for personal illness or disability or to attend to a critically ill family member at the sole discretion of the Superintendent. The Superintendent's decision will not be subject to Article III of this agreement. Abuse of this sick leave provision will subject the employee to disciplinary action.

1. Sick leave days are earned and accumulated at the following rates per year.

CALENDAR-YEAR EMPLOYEES

<u>Total Number of Days</u>	<u>Cumulative</u>
17	unlimited

SCHOOL YEAR EMPLOYEES

14.5	unlimited
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2. The employee when entitled to sick leave must notify his/her supervisor of illness each day of such illness and as early in the day as possible, except in case of approved medical leave. If the employee does not call, sick leave may not be paid. The employee may be requested to furnish proof of illness from his/her physician before being granted pay for sick leave if reasonable grounds exist. An approval may also be required before an employee is permitted to return to work. Such an approval would certify that the employee is physically fit to perform assigned work.

3. Sick leave may not be taken until the employee has completed six (6) full pay periods of employment.

SICK LEAVE BANK

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

B. Contributions to the Bank.

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

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

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

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

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

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

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

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

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

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

D. Miscellaneous

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

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

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

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

ARTICLE XI
TEMPORARY LEAVES OF ABSENCE

A. Leave of absence with pay.

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

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

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

3. Subpoenaed to Court: If an employee is subpoenaed to court as a witness or as a party involved in legal action, the employee may be granted a leave of absence with pay upon approval of the Superintendent.

4. Personal Day: Three (3) days personal leave, not to be deducted from sick leave, may be granted annually for personal business or religious observance that cannot be conducted outside the normal working day. Any unused personal days may be accumulated for use in subsequent years up to a total accumulation for use in any year of five (5) days. Personal leave shall be granted upon submission through the District's virtual platform and approval of the Principal and Superintendent, where the personal business is beyond the control of the individual and cannot readily be scheduled after school hours. Except for emergencies or extenuating circumstances no more than three (3) consecutive work days may be taken at one time, not during the first two or last two weeks of the school year, and not before or after holiday and school vacation periods.

5. Emergency leave may be granted by the Superintendent. This leave is to be deducted from the employee's vacation time.

B. Leave of absence without pay:

Leave of absence without pay may be granted to employees who have completed at least one (1) full year of employment, unless otherwise stated below, and upon the recommendation of the Superintendent.

See Appendix C Granby Public Schools FMLA Policy

1. An employee can receive unpaid parental leave as requested for a period up to fourteen (14) months, after the date of birth or adoption of a child, unless the

employee wishes to extend unpaid leave until the beginning of the school year in the first fall following the expiration of the fourteen (14) month period. But, in such event, the employee shall give the Superintendent written notice of his/her intent to so extend the leave at least eight (8) weeks prior to the expiration date of leave.

2. At the expiration of the leave, the employee is expected to return to duty, request leave under other provisions of this contract, or submit a letter of resignation. The absence of any of the above actions will result in termination of employment.

3. The leave may be terminated prior to its expiration upon eight (8) weeks prior notification by the employee to the Superintendent and written approval of the attending physician at the sole discretion of the Superintendent. When feasible, a reasonable adjustment of time may be made in order to coincide with a normal break in the school year, e.g. vacations or semester break.

C. All requests for leaves, or for extensions or renewals of leaves, will be applied for in writing and must have the Superintendent's approval. All requests will be answered by the Superintendent in writing. Employees on leave shall notify the Superintendent in writing by March 1, indicating their intention to return for the succeeding school year. Failure to comply with this March 1 notification will be considered a voluntary resignation of employment

D. All benefits to which an employee was entitled at the time of his/her leave of absence including unused accumulated sick leave will be restored to him/her upon his/her return. He/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not available, he/she will be assigned a position as similar as possible to the position he/she held when the leave commenced.

E. Other leaves of absence without pay may be granted by the Superintendent.

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

G. Should one-half (1/2) or more of the employee year be completed, the employee will be treated for salary schedule advancement as if service has not been interrupted.

H. The Superintendent may grant a leave of absence without pay of up to two (2) years to an employee who joins the Peace Corps or serves as an exchange employee and is a full-time participant in either of such programs. Any employee who desires to take such leave shall apply to the Superintendent prior to April 1 and be notified of the Superintendent's decision within thirty (30) days of receipt of the application. Upon return from such leave, an employee will be considered as if he/she had been actively employed by the Superintendent during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

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

I. The Superintendent will grant military leave to an employee who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, an employee will be placed on the salary schedule at the level which he/she could have achieved had he/she remained actively employed in the system during the period of his/her absence

J. The Superintendent may grant a leave of absence of not more than three (3) years without pay or increment to any employee to campaign for or serve in a full-time public office.

K. Benefits affected by leave of absence without pay. This section will not apply in the case of an employee granted military leave for annual active duty training in any military service of two (2) weeks duration.

1. Vacation and sick leave will not accrue during the period the employee is on leave of absence.

2. Holidays occurring during the time the employee is on leave of absence will not be paid.

3. If the employee is on an unpaid leave of absence she/he will be responsible for premium payments of health and life insurance coverage to the extent required by law.

L. Other:

1. Leave of absence will be granted for a period not to exceed six (6) months.

2. Accrued vacation time can be used before resorting to leave of absence without pay.

3. Requests for a leave of absence not covered by this Agreement will be considered by the Superintendent. In judging all requests for such leaves, factors such as employee attendance, attitude toward job, and the basic reason for the request will be reviewed before a decision is rendered.

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

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

A. The Town of Granby agrees to pay 64% of the cost of a family or two person plan or 74% of the cost of an individual plan on current plans or a comparable plan. The Committee approves the deduction of the employee's share for a participating member.

B. The Town of Granby agrees to pay one-half (1/2) the cost of a \$2,000.00 life insurance policy (which includes an additional \$2,000.00 accidental death and dismemberment benefit). The Committee approves the deduction of the employee's share for a participating member.

C. Upon an employee's retirement, his/her life insurance may be continued in the amount of \$1,000 provided the premium is paid by the retiree.

D. An employee may participate in a tax-sheltered annuity plan established pursuant to the United States Public Law 87-370 and M.G.L., C 71, §37. The employee is the sole contributor to this program.

E. All regular employees shall be entitled to the benefits under Worker's Compensation Law as provided under M.G.L., C 152, § 69.

F. All regular employees working thirty (30) weeks or more a year are required to join the Hampshire County Retirement Program.

ARTICLE XIII OVERTIME

Employees who are required to work overtime shall be paid at the rate of one and one half times the normal rate for all hours actually worked in excess of forty (40) hours in any workweek. Employees will be paid straight time for any additional hours worked between the normal workweek of 37.5 hours and 40 hours. Employees required to work on Sundays or holidays will be paid double time.

No "compensatory" time may be taken or accumulated without the express approval of the immediate supervisor and the employee. Compensatory time is accrued at the same rate that the employee would have received pay for the same hours worked. Compensatory time will be recorded on the appropriate form (see Appendix B). Compensatory time may not exceed fourteen (14) hours and must be taken within the current fiscal year. A copy of the authorization sheet will be sent to payroll in the Superintendent's office in any week in which there is such activity. The original sheet may be kept with the individual employee. In the absence of the immediate supervisor, such approvals will be sought from the Superintendent.

ARTICLE XIV HOLIDAYS

A. Fifty-two (52) week employees: Employees working a 52-week work year are entitled to the following paid holidays annually. They are: Independence Day, Labor Day, Columbus Day, Veterans' Day, one-half (1/2) day before Thanksgiving, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday (if school is not in session), Patriots' Day, Memorial Day, Juneteenth, and any other legal state holiday.

B. School year employees: Employees working less than a 52-week work year are entitled to the following paid holidays annually. They are: Labor Day, Columbus Day, Veterans' Day, one-half (1/2) day before Thanksgiving, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday (if school is not in session), Patriots' Day, Memorial Day, Juneteenth, and any other legal state holiday. If a school year employee works the week in which the July 4th holiday occurs, the employee will be paid for that holiday.

C. The employee must be present the working day preceding and the working day following the holiday to be eligible for holiday pay except as provided below.

1. If a holiday falls within the time an employee is taking vacation time, a vacation day will not be deducted on the day of the holiday.

2. Holidays occurring during an employee's leave of absence are not paid nor can the employee take a day off at a later date in lieu of holidays which occur during such leave of absence.

3. If a holiday occurs during an employee's sick time, the employee will be charged as having had his/her paid holiday but it will not be charged against his/her sick leave account.

ARTICLE XV PERSONNEL FILE

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

ARTICLE XVI LAYOFF AND RECALL

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

Employees laid off will be considered in inverse order of their layoff to positions they are qualified to assume. Recall rights will not exceed two (2) years or the length of service of the laid-off employee, whichever is shorter.

It is understood by the Parties that an employee may not be promoted as a result of applying the provisions of this article.

ARTICLE XVII
GENERAL

A. If any provisions of this Agreement or any application thereof shall be found contrary to law, then such provision or application shall be deemed invalid and all other provisions or applications of this contract will continue in full force and effect.

B. There would be no reprisals of any kind taken against any employee hereunder by either the Association or the Committee because of employee membership or non-membership in the Association, or because of employee participation or non-participation in the Association's lawful activities.

C. No religious or lawful political activity of any employee covered hereunder will be grounds for any discipline or discrimination with respect to the employment of such employee.

D. Copies of this Agreement will be printed at Committee expense and a copy given to the employee covered hereunder.

E. This Agreement constitutes the complete understanding between the Parties hereto and may not be modified, altered, or changed during the term thereof except by mutual agreement of the Parties. The Committee will carry out the commitments contained herein and give full force and effect as the Committee's policy. The Committee will amend its policies and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.

F. Normally, members of this unit shall not be required to care for sick children. However, the Administrative Assistant will make the proper referral.

G. Granby Public Schools recognizes the right of individuals to work and advance on the basis of merit, ability, and potential without regard to race, sex, color, disability, religion, pregnancy, and pregnancy related condition, national origin, gender identity, sexual orientation, or age. Non-discrimination and equal opportunity are the policy of the School Committee in all of its employment programs and activities.

ARTICLE XVIII

A. SALARY SCHEDULE

ADMIN ASSISTANT 230 DAYS				
STEP	FY23 HOURLY	FY24 RATE (2%)	FY25 RATE (2%)	FY26 RATE (1%)
1	\$21.28	\$21.89	\$22.33	\$22.55
2	\$21.98	\$22.61	\$23.06	\$23.29
3	\$22.74	\$23.38	\$23.85	\$24.08
4	\$23.36	\$24.01	\$24.49	\$24.74
5	\$24.12	\$24.78	\$25.28	\$25.53
6	\$24.96	\$25.64	\$26.15	\$26.41
7	\$25.80	\$26.50	\$27.03	\$27.30
8	\$27.36	\$28.09	\$28.66	\$28.94
9	\$28.18	\$28.93	\$29.51	\$29.80
10	\$29.04	\$29.81	\$30.40	\$30.71
11	\$29.92	\$30.70	\$31.31	\$31.63
12	\$30.81	\$31.61	\$32.24	\$32.56
13				\$33.22

ADMIN ASSISTANT 261 DAYS				
STEP	FY23 HOURLY	FY24 RATE (2%)	FY25 RATE (2%)	FY26 RATE (1%)
1	\$21.28	\$21.87	\$22.30	\$22.53
2	\$21.98	\$22.59	\$23.04	\$23.27
3	\$22.74	\$23.36	\$23.82	\$24.06
4	\$23.36	\$23.99	\$24.47	\$24.71
5	\$24.12	\$24.76	\$25.26	\$25.51
6	\$24.96	\$25.62	\$26.13	\$26.39
7	\$25.80	\$26.48	\$27.01	\$27.28
8	\$27.36	\$28.07	\$28.63	\$28.92
9	\$28.18	\$28.91	\$29.49	\$29.78
10	\$29.04	\$29.79	\$30.38	\$30.69
11	\$29.92	\$30.68	\$31.29	\$31.60
12	\$30.81	\$31.59	\$32.22	\$32.54
13				\$33.19

PAYROLL/BENEFITS COORD 261 DAYS				
STEP	FY23 HOURLY	FY24 RATE (2%)	FY25 RATE (2%)	FY26 RATE (1%)
1	\$26.05	\$26.73	\$27.27	\$27.54
2	\$27.03	\$27.73	\$28.29	\$28.57
3	\$28.00	\$28.73	\$29.30	\$29.59
4	\$28.99	\$29.73	\$30.33	\$30.63
5	\$29.91	\$30.67	\$31.28	\$31.59
6	\$30.99	\$31.77	\$32.41	\$32.73
7	\$32.00	\$32.80	\$33.46	\$33.79
8	\$34.14	\$34.99	\$35.69	\$36.04
9	\$35.15	\$36.02	\$36.74	\$37.10
10	\$36.23	\$37.12	\$37.86	\$38.24
11	\$37.31	\$38.22	\$38.99	\$39.38
12	\$38.44	\$39.37	\$40.16	\$40.56
13				\$41.37

A. Longevity: –

1. An employee who has worked in Granby fifteen (15) years will receive a stipend of \$650 effective July of the sixteenth (16th) year of employment.
2. An employee who has worked in Granby for twenty (20) years will receive a stipend of \$850 effective July of the twenty-first (21st) year of employment.
3. An employee who has worked in Granby for twenty-five (25) years will receive a stipend of \$1050 effective in July of the twenty-sixth (26th) year of employment.
4. An employee who has worked in Granby for thirty (30) years will receive a stipend of \$1,250 effective in July of the thirty-first (31st) year of employment.
5. An employee who has worked in Granby for thirty-five (35) years will receive a stipend of \$1,450 effective in July of the thirty-sixth (36th) year of employment.

B. All employees will have an anniversary date of July 1, for the purposes of salary step increases.

C. Employees hired during the first half of the fiscal year (July 1 – December 31) will receive a step raise at the beginning of the next fiscal year. Employees

hired during the second half of the fiscal year (January 1 – June 30) will receive a step raise on July 1 after completing one full fiscal year of employment. Percentage raises will continue to be effective on July 1 of each year.

D. School Year Employees may elect to be paid their annual rate in one of the following manners. Such election will be made in the summer, keeping to a time schedule determined by the Superintendent.

1. The annual wage will be divided into twenty-two (22) equal installments and will be paid from the first payday in September through the last payday in June.

a. Twenty-two (22) installments from the first payday in September through the last payday in June, plus four (4) additional installments on the last payday in June.

b. Twenty-two (22) installments from the first payday in September through the last payday in June plus two (2) additional installments in July and two (2) additional installments in August.

2. The annual wage will be divided into twenty-six (26) equal installments. All Administrative Assistants will be required to have direct deposit of their wages in a bank chosen by the Administrative Assistant.

ARTICLE XIX MILEAGE

A member of this bargaining unit will be reimbursed at the prevailing Town of Granby mileage rate for using personal vehicle for authorized School Department business.

ARTICLE XX RETIREMENT PAY

An employee upon retirement and after rendering ten (10) years of continuous full-time service in Granby, will be paid for accumulated unused sick leave days (not to exceed 100 days) at the rate of thirty dollars (\$30) a day for the first 50 days and thirty five dollars (\$35) a day for the next 50 days. An employee eligible for such retirement income must advise the Superintendent of his/her intention to retire by February 1 of the school year preceding the school year in which retirement will take place. This requirement will be waived for all employees who, for medical reasons or reduction of the work force, choose to retire.

An employee upon retirement and after rendering (20) years of continuous full-time service in Granby will be paid for accumulated unused sick leave days (not to exceed 150 days) at the rate of forty dollars (\$40) a day for the first 75 days and forty-five dollars (\$45) a day for the next 75 days. An employee eligible for such retirement income must advise the Superintendent of his/her intention to retire by

March 31 of the school year preceding the school year in which retirement will take place. This requirement will be waived for all employees who, for medical reasons or reduction of the work force, choose to retire.

ARTICLE XX SEVERANCE

Administrative Support Staff shall be entitled to a one-time separation benefit of \$1,000.00, provided all of the following conditions are met:

- (1) An Administrative Support Staff must have fifteen (15) or more years of continuous service with the Committee.
- (2) An Administrative Support Staff must give written notice to the Superintendent of his/her intention to retire on or before March 31 of the school year preceding the school year in which retirement will take place.
- (3) The one-time separation benefit shall be payable in July. Payment will be made when the Administrative Support Staff in fact retires.

ARTICLE XXI Tuition Reimbursement

A. Given sufficient budgeted funding, the School Committee agrees to provide to the employee for the reimbursement of the cost of tuition for courses at accredited colleges, universities, or other professional training schools, which are taken with the advance approval of the Principal and Superintendent.

Each employee who has completed an approved course, and who show proof of successful completion of the course with a passing grade and receipt for payment, will be reimbursed not to exceed \$100 per employee per year contingent upon available funds.

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

ARTICLE XXII
DURATION

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

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

GRANBY SCHOOL COMMITTEE

GRANBY EDUCATORS'
ASSOCIATION, UNIT C


Chairman


President

9/19/23
Date

9/15/23
Date

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GRANBY PUBLIC SCHOOLS

ADMINISTRATIVE SUPPORT STAFF SUMMATIVE EVALUATION

During the _____ school year, _____ name _____, held the position of _____. The following is a summative evaluation based on formal (see attached documentation) and/or informal observations during the year. The criteria for this evaluation is outlined in the Granby Secretarial Clerk, Unit C contract.

Each area is rated as follows:

E – Excellent	S – Satisfactory	NI – Needs Improvement			
Demonstrates the ability to use technology in the performance of his/her assigned position		<table border="1"> <tr> <td>E</td> <td>S</td> <td>NI</td> </tr> </table>	E	S	NI
E	S	NI			
Comments:		<table border="1"> <tr> <td></td> <td></td> <td></td> </tr> </table>			
Has appropriate knowledge of regulations and policies, which directly apply to the office to which he/she is assigned.		<table border="1"> <tr> <td>E</td> <td>S</td> <td>NI</td> </tr> </table>	E	S	NI
E	S	NI			
Comments:		<table border="1"> <tr> <td></td> <td></td> <td></td> </tr> </table>			
Regularly demonstrates ability to organize the workday as to be efficient and effective.		<table border="1"> <tr> <td>E</td> <td>S</td> <td>NI</td> </tr> </table>	E	S	NI
E	S	NI			
Comments:		<table border="1"> <tr> <td></td> <td></td> <td></td> </tr> </table>			
Demonstrates the ability to be flexible and adjust to changes in the work environment.		<table border="1"> <tr> <td>E</td> <td>S</td> <td>NI</td> </tr> </table>	E	S	NI
E	S	NI			
Comments:		<table border="1"> <tr> <td></td> <td></td> <td></td> </tr> </table>			
Contributes positively to creating a positive work environment that is supportive of the school's mission.		<table border="1"> <tr> <td>E</td> <td>S</td> <td>NI</td> </tr> </table>	E	S	NI
E	S	NI			
Comments:		<table border="1"> <tr> <td></td> <td></td> <td></td> </tr> </table>			

Maintains an appropriate standard of behavior.	E	S	NI
Comments:			

Demonstrates the ability to evaluate existing situations and to refine job strategies to increase productivity and efficiency in the office.	E	S	NI
Comments:			

Is constructive and cooperative in his/her interactions with parents and others who may call or visit the office.	E	S	NI
Comments:			

Maintains a professional working relationship with teachers and staff.	E	S	NI
Comments:			

Works well with his/her immediate supervisor.	E	S	NI
Comments:			

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

Over all performance evaluation.	E	S	NI
Comments:			

Signature/date

Signature/date

<p>GRANBY PUBLIC SCHOOLS</p> <p>UNIT C, GEA</p> <p>COMP. TIME AUTHORIZATION</p>

School/Office: _____

Normal Work Hours: Begin _____ End _____

[illegible]

Overtime/Comp Time may not be used (claimed) for any work performed during regular working hours i.e., breaks, lunch, town hall etc. Comp Time, with the approval of a supervisor, should be taken at the beginning or end of a day or as a half or whole day.

MASSACHUSETTS MATERNITY LEAVE

I. Administrative Policy

It is the Administrative Policy of the Granby Public School Committee to implement and administer the provisions of the Massachusetts Maternity Leave Act. This law is intended to balance the demands of the workplace with the needs of the family, promote stability and economic security of families, promote national interests in preserving family integrity and entitle employees to take reasonable leaves for qualifying reasons.

II. Definitions

Eligible Employees: An employee who has worked in a full-time position for 3 consecutive months is covered by the MMLA.

Qualifying Events: The leave is for the time period immediately after childbirth or adoption.

Length of Leave: The leave entitlement under the MMLA is 8 weeks for each child birth or adoption. If twins are born or there are 2 adoptions then the entitlement is up to 8 weeks for each child. Therefore, in the above circumstances, the employee would be entitled to up to 16 consecutive weeks of leave.

Leave for FMLA and MMLA will run and be determined concurrently. Leave under this policy runs concurrently with workers' compensation leave when the work-related injury qualifies as a serious health condition and maternity leave under M.G.L c. 149, § 105D.

III. Procedure

Notice Requirement: An employee is required to give at least two weeks notice of his or her anticipated date of departure and intention to return.

IV. Effect of Benefits

A. An employee granted a leave under this policy will continue to be covered under the School's group health insurance plans and life insurance plans under the same conditions as coverage would have been provided if he/she had been continuously employed during the leave period.

B. Employee contributions will be required either through payroll deduction or by direct payment to the Business Office. The employee will be advised in writing at the beginning of the leave as to the amount and method of payment. Employee contribution amounts are subject to change in rates that occur while the employee is on leave.

C. If an employee's contribution is more than 30 days late, the Business Office may terminate the employee's insurance coverage. A written notification of intent to terminate coverage will be sent to the employee by certified mail at least five business days prior to said termination date.

D. If the employee fails to return from maternity leave, the School may seek reimbursement from the employee for the portion of the premiums it paid on behalf of that employee (also known as the employer contribution) during the employee's leave.

E. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave, but will not lose any seniority or accrued benefits earned prior to the leave.

F. Under an MMLA leave the employee has the option of using available accrued paid time, or being placed in an unpaid leave status for the duration of the leave. Sick leave time may only be used during time periods of incapacitation because of illness or injury of the employee as determined by the employee's attending physician.

V. Job Protection

A. If the employee returns to work within the 8 weeks of the maternity leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.

B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, the employee will be subject to any pay or benefit reductions or other adverse actions, including layoff that she would have experienced if he or she had not taken leave under this policy.

C. If the employee fails to return after 8 weeks of a maternity leave, the employee may be terminated, unless reinstated to his or her same or similar position, in accordance with applicable laws, other leave-related policies, and/or appropriate bargaining unit contract language.

LEGAL REFS: M.G.L. c. 149, § 105D

Revised September 9, 2013
Adopted March 21, 2005
Granby Public Schools – 2005

File: GCCACA

SMALL NECESSITIES LEAVE ACT POLICY

It is the policy of the Granby Public School Committee to follow the Massachusetts Small Necessities Leave Act, and to provide a process and procedure by which employees may access this right and provide for an accounting of time used by employees for this purpose.

The forms associated with the Massachusetts Small Necessities Leave Act are contained in this Policy.

LEGAL REF: M.G.L., c. 149, s. 52D

Revised September 9, 2013
Adopted March 21, 2005
Granby Public Schools - 2005

File: GCCACA-R-1

**REQUEST FOR TIME UNDER THE
SMALL NECESSITIES LEAVE ACT**

(To be completed and submitted to your Principal with a copy to the Superintendent of Schools.)

I am requesting the following time off for reasons covered under the Small Necessities Leave Act. If this need was foreseeable, I have provided at least seven (7) days notice, if it was not foreseeable, I have provided as much notice as possible. I understand that if eligible, this time will be counted towards the twenty-four (24) hour time bank allowed per calendar year under the Small Necessities Leave Act and the following Granby Public Schools' Policy.

Requested time off: (date and time) _____

This time is for one of the reasons specified below:

- To participate in school activities directly related to educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school (school is a public or private elementary or secondary school, a Head Start program and/or a children's day care facility);
- To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; or
- To accompany an elderly relative of the employee to routine medical or dental appointments and for "other professional services related to the elder's care", such as interviewing at nursing or group homes. (An elderly relative is defined as one who is sixty (60) years of age or older and related by blood or marriage.)

I understand that if eligible, I will be using any paid time which I have available to cover this Small Necessities Leave Act time. If I do not have any paid time left, I understand that the time taken will be unpaid.

Employee Signature: _____

Date: _____

Revised September 9, 2013
Adopted March 21, 2005
Granby Public Schools - 2005

File: GCCACA-R-2

Approval and Designation of SNLA Time

Date: _____

Request received from: _____

Department: _____ Date of hire: _____

No. of hours worked in previous twelve (12) months: _____

Time requested: (date and time): _____

SNLA time taken this calendar year: _____

As of this date: SNLA time remaining: _____

Paid time remaining: _____

Approved:

As requested

With the following modifications: _____

Not Approved:

Employee is ineligible due to length of employment, i.e. less than one year.

Employee has worked less than 1250 hours in the previous 12 months.

The reason for the requested time off does not fall under the guidelines of the Act.

SNLA entitlement has been exhausted for the current period.

Other: _____

Principal: _____ Date: _____

Copies distributed: Employee _____ Principal: _____

Superintendent: _____ Payroll: _____

Revised September 9, 2013
Adopted March 21, 2005
Granby Public Schools - 2005

File: GCCC-E

FAMILY AND MEDICAL LEAVE

A. Leave Without Pay

1. Employees may take leave without pay when they have exhausted their leave benefits and need additional leave to cover personal illness; the illness of a spouse, child, or parent; the birth or adoption of a child; for any "qualifying exigency" arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty as a member of the National Guard or Reserves, in support of a contingency operation; or to care for a covered service member with a serious injury or illness if the employee is the service member's spouse, son, daughter, parent, or next of kin.

2. An employee is not entitled to leave without pay unless:

- a. that employee has been employed for at least twelve (12) months by the School Committee* **and**
- b. that employee has worked at least 1250 hours in the previous 12 month period or has a salaried position of at least .5 F.T.E.s

**While the twelve (12) months of employment need not be consecutive, employment periods prior to a break in service of seven (7) years or more need not be counted unless the break is occasioned by the employee's fulfillment of his/her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the employer's intention to rehire the employee after the break in service.*

3. Extent of leave:

a. An eligible employee may take up to twelve weeks (or twenty-six (26) weeks if leave to care for a covered service member with a serious injury or illness is also used) of leave total during a twelve (12) month period, including any paid leave used. The employee must exhaust all sick leave as per contracts with any collective bargaining units, available paid vacation leave and personal leave before being entitled to take leave without pay.

4. Definitions:

a. "Child" means a son or daughter, whether biological adopted, foster child, a stepchild, legal ward or child to whom the employee stands in loco parentis, if the child is either under the age of eighteen (18) years or is incapable of self-care because of a mental or physical disability.

b. "Health care provider" means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state where the doctor practices, or any person determined by the Secretary of Labor to be capable of providing health care services.

c. "Intermittent Leave" means leave taken in whole day periods but less than a whole work week.

d. "Parent" means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

- e. "Reduced leave schedule" means a leave schedule that reduces the usual number of hours per work week, or hours per workday, of an employee.
- f. "Serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either:
- (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
 - (2) continuing treatment by a health care provider, which includes:
 - (a) A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - a. treatment two (2) or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within seven (7) days and both within thirty (30) days of the first day of incapacity); or
 - b. one (1) treatment by a health care provider (i.e., an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or
 - (b) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
 - (c) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for absence; or
 - (d) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
 - (e) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.
- g. "Spouse" means a husband or wife, as defined by state law.
- h. "Twelve Month Period" the preceding twelve-month period from when the leave commences.

B. Types of Leave Without Pay

1. **Personal Medical Leave Without Pay:** The Superintendent may grant a medical leave of absence without pay to an employee who, because of a serious health condition is unable to perform the functions of his or her job.

- a. An employee must exhaust all available sick leave vacation and personal days, before taking leave without pay.
 - b. Medical Certification:
 - (1) The Superintendent may require a medical certification from the employee's health care provider, stating—
 - i. the date on which the health condition began,
 - ii. the probable duration of the condition,
 - iii. the appropriate medical facts within the health care provider's knowledge regarding the condition,
 - iv. a statement that the employee is unable to perform the functions of his/her job.
 - (2) If the Superintendent has reason to doubt the validity of the medical certification provided by the employee's health care provider, he or she may require, at the School Committee's expense, a second opinion. The employee must obtain the opinion of a health care provider designated by the Superintendent concerning the information in b., above.
- The health care provider giving the second opinion may not be a person regularly employed by the School Committee.
- (3) If the second opinion conflicts with the first, the School Committee may require, at the School Committee's expense, a third opinion. The third health care provider's opinion shall be final and binding on the School Committee and the employee.
 - (4) The Superintendent may require an employee on medical leave whether paid or unpaid to provide medical certifications at reasonable intervals.
- c. If the necessity for leave is foreseeable based on planned medical treatment, the employee—
 - (1) shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the school, subject to the approval of the employee's health care provider.
 - (2) shall give the employee's supervisor at least thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take personal medical leave, except that if the date of treatment requires the leave to begin in less than thirty (30) days, the employee shall provide such notice as practicable.
- d. If the necessity for leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day.
- e. If the necessity for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.
- f. The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary and operationally feasible.

g. Before the employee may resume work, the employee must present his or her supervisor with written medical certification from the employee's health care provider that the employee is able to resume work. If reasonable safety concerns exist, the School Committee may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave.

2. **Family Medical Leave Without Pay:** The Superintendent may grant a medical leave of absence without pay to an employee who needs the time off to care for the employee's spouse, child or parent, if the spouse, child or parent has a serious health condition.

a. *Medical Certification*

(1) The School Committee may require a medical certification from the health care provider for the spouse, child, or parent, as the case may be, stating -

- i. the date on which the health condition began,
- ii. the probable duration of the condition,
- iii. the appropriate medical facts within the health care provider's knowledge regarding the condition,
- iv. that the employee is needed to care for the spouse, child, or parents, as the case may be, and an estimate of the amount of time that such employee is needed to care for the spouse, child, or parent.

(2) If the School Committee has reason to doubt the validity of the medical certification provided by the employee's health care provider, he or she may require, at the School Committee's expense a second opinion. The employee must obtain the opinion of the School Committee's designated health care provider concerning the information in b., above. The health care provider giving the second opinion may not be a person regularly employed by the School Committee.

(3) If the second opinion conflicts with the first, the Superintendent may require, at the School Committee's expense, a third opinion. The third provider's opinion shall be final and binding on the School Committee and the employee.

(4) The Superintendent may require an employee on medical leave to provide medical certification at reasonable intervals.

i. If the necessity for leave is foreseeable based on planned medical treatment, the employee—

(1) Shall make a reasonable effort to schedule the treatments so as not to disrupt unduly the operations of the school, subject to the approval of the health care provider for the spouse, child, or parent of the employee, as the case may be, **and**

(2) Shall give the employee's supervisor at least thirty (30) days notice, before the date the leave is to begin, of the employee's intention to take family medical leave, except that if the date of the treatment requires the leave to begin in less than thirty (30) days, the employee shall provide such notice as practicable.

b. If the necessity for leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day.

c. If the necessity for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.

d. The employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.

3. **Parental Leave:** An employee may take parental leave without pay, or paid leave as provided herein, within one year of the birth of the child in order to care for that child. An employee may take parental leave without pay, or paid leave as provided herein, within one year of the placement of a child with the employee for adoption or foster care. Paid leave will be granted for up to 10 work days provided the employee draws up on his/her own accumulated and unused sick leave.

a. When the need for parental leave with or without pay is foreseeable based on expected birth or placement, the employee shall give his or her supervisor at least thirty (30) days' notice before the date the leave is to begin. If the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.

b. An employee taking parental leave without pay may not take intermittent leave or work on a reduced leave schedule without the express consent of the Superintendent in writing.

4. **Qualifying Exigencies Leave Without Pay:** An employee may take leave without pay for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation. Qualifying exigency leave is not available to family members of military members in the Regular Armed Forces. A qualifying exigency is defined as: (1) Short-notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

a. Certification

(1) Leave for a qualifying exigency must be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party. A second and third opinion and recertification are not permitted for certification of a qualifying exigency. The employer may contact the individual or entity named in a certification of leave for a qualifying exigency for purposes of verifying the existence and nature of the meeting.

b. An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable. When the need is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Generally, it should be practicable to provide notice for unforeseeable leave within the time prescribed by the employer's usual and customary notice requirements.

c. Leave may be taken intermittently for a qualifying exigency.

5. **Care for Service Member Leave Without Pay:** An employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness may take leave without pay for up to a total of twenty-six (26) workweeks during a single twelve (12) month period to care for the service member.

A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. The "single 12-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12 month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period." (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered service member).

a. **Medical Certification**

(1) Leave to care for a covered service member with a serious injury or illness must be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family. Second and third opinions and recertification are not permitted. The employer may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious injury or illness, or an ITO or ITA.

b. Employees seeking to use military caregiver leave must provide thirty (30) days advance notice of the need to take FMLA leave for planned medical treatment for a serious injury or illness of a covered service member. If leave is foreseeable, but thirty (30) days advance notice is not practicable, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Generally, it should be practicable to provide notice for unforeseeable leave within the time prescribed by the employer's usual and customary notice requirements.

c. Leave may be taken intermittently whenever medically necessary to care for a covered service member with a serious injury or illness. When leave is needed for planned medical

treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation.

C. Special Rules

Rules Applicable to Instructors in Periods Near the Conclusion of the Academic Term:

The following rules apply to any employee who takes leave without pay under this policy and who is employed principally in an instructional capacity.

a. If leave without pay begins more than five weeks before the end of an academic term, the principal may require the employee to continue taking leave until the end of that academic term, if--

- (1) the leave is of at least three weeks duration, and
- (2) the return to work would occur during the three-week period before the end of the academic term.

b. If leave because of the birth of a son or daughter; leave because of the placement of a son or daughter for adoption or foster care; leave taken to care for a spouse, parent, or child with a serious health condition; or leave taken to care for a covered service member without pay begins within five weeks before the end of an academic term, the principal, may require the employee to continue taking leave until the end' of that term, if--

- (1) the leave is of at least two weeks duration, and
- (2) the return to work would occur during the two-week period before the end of the academic term.

c. If leave because of the birth of a son or daughter; leave because of the placement of a son or daughter for adoption or foster care; leave taken to care for a spouse, parent, or child with a serious health condition; or leave taken to care for a covered service member without pay begins within three weeks before the end of an academic term the principal may require the employees to continue taking leave until the end of that term, if the leave is for more than five working days.

d. The extended leave is counted against the employee's FMLA allotment. If the employee's FMLA allotment expires during the extension, the additional time is nevertheless deemed FMLA leave.

2. Intermittent Leave and Reduced Leave Schedules:

a. If the intermittent leave or reduced leave schedule is foreseeable based on planned medical treatment, the Superintendent may require the employee to transfer temporarily to an available alternate position—

- (1) which is offered by the Superintendent,
- (2) for which the employee is qualified,
- (3) which has equivalent pay and benefits, and
- (4) which better accommodates recurring periods of leave than the regular employment position of the employee.

b. If an employee does not give the School Committee the required thirty (30) day notice for intermittent leave or a reduced leave schedule which is foreseeable, he or she must delay the taking of leave until the notice provision is met.

c. If an employee takes intermittent leave or a reduced leave schedule which is for more than 20% of the normal working days over the period of the leave, that employee must instead take the entire period as FMLA leave.

3. Benefits during Leave:

a. While the employee is on leave, the Granby Public Schools shall maintain coverage of that employee under its group health plan at the level and under the conditions which would have been provided if the employee had continued in employment instead of being on leave.

b. If the employee normally had a monthly payment to that plan, the employee must make that monthly payment. If the employee fails to make such payments, then the employee shall be excluded from the group health plan.

4. Employment and Benefits upon Return to Work:

a. Any employee who takes leave under this Policy for the intended purpose of the leave shall be entitled, on return from leave--

- (1) to be restored to his or her former job, or
- (2) to be placed in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

b. The taking of leave under this policy shall not result in the loss of any employment benefit accrued before the date on which the leave began, nor be counted against the employee under a "no fault" attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked, or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.

c. No employee shall accrue seniority or employment benefits during any period of leave, nor shall the employee be entitled to any right, benefit, or position of employment other than those to which the employee would have been entitled if the employee had not taken the leave. This policy does not change the legal status of probationary employees or the Superintendent's authority under M.G.L. Chapter 71, sec. 41 and 42.

5. Failure to Return from Leave: The Granby Public Schools may recover the premium which it paid for maintaining coverage of the employee under its group health plan during the employee's unpaid leave under this policy if--

a. the employee fails to return from unpaid leave under this policy after the period of leave to which the employee is entitled has expired; **and**

b. the employee fails to return to work for a reason other than--

- (1) the continuance, recurrence, or onset of a serious health condition which would entitle the employee to personal or family medical leave without pay, or
- (2) other circumstances beyond the control of the employee.

6. Prohibited Acts:

- a. No employee of the Granby Public Schools shall interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided under this policy.
- b. No employee of the Granby Public Schools shall discriminate against any Individual for opposing any practice contrary to this policy.
- c. No employee of the Granby Public Schools shall discriminate against any individual for:

- (1) filing any charge, instituting or causing to be instituted any proceeding, under or related to this policy,
- (2) giving, or being about to give, any information in connection with any inquiry or proceeding relating to any right provided under this policy, or
- (3) testifying, or being about to testify, in any inquiry or proceeding relating to any right provided under this policy.

LEGAL REFS.: P.L. 103-3 "Family and Medical Leave Act of 1993"
29 U.S.C. S 2601 et seq.
Department of Labor Regulations, 29 C.P.R. Part 825
Va Code S 22.1-303.
P.L. 110-181, "National Defense Authorization Act"

Revised September 9, 2013
Revised June 8, 2009
Revised February 7, 2005
Adopted February 2, 2004

Granby Public Schools – 2003
File: GCCC

EMPLOYEE FAMILY AND MEDICAL LEAVE

The Granby Public Schools shall comply with the mandatory provisions of the Family and Medical Leave Act of 1993 and its **subsequent amendments**. The Superintendent shall ensure compliance with those regulations either personally or by delegation, or by some combination of personal oversight and delegation.

LEGAL REFS.: P.L. 103-3, "Family and Medical Leave Act of 1993."
P.L. 110-181, "National Defense Authorization Act"

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