

AGREEMENT BETWEEN
THE HADLEY SCHOOL COMMITTEE
AND
THE HADLEY EDUCATION ASSOCIATION UNIT-C
AND THE
MASSACHUSETTS TEACHERS ASSOCIATION
AND THE
NATIONAL EDUCATION ASSOCIATION
July 1, 2018 to June 30, 2021

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ARTICLE 1

Preamble

This Agreement is between the Hadley Education Association (Unit C) of the Massachusetts Teachers' Association, National Education Association (hereinafter Association) and the School Committee of Hadley (hereinafter referred to as School Committee). It contains the following terms and conditions.

ARTICLE 2

Management Rights

The Association acknowledges it is the duty and right of the elected School Committee to manage and control the School Department on behalf of the citizens of the Town. It is clearly understood that the School Committee retains all rights and privileges it had prior to entering this Collective Bargaining Agreement except where this Agreement by its provisions limits such authority. This Agreement shall not create any past practice or custom or policy which cannot be changed by Action of the School Committee except where specific provision of the Contract by written language control the actions of the School Committee and its Administrators. The powers of the Superintendent and Principals include, but are not limited to, the right for cause to discipline, discharge and transfer employees, to direct the work of employees and to determine the placement of and the number of employees in the Unit.

ARTICLE 3

Recognition

The School Committee recognizes the Hadley Education Association-Unit C as the exclusive bargaining representative of all employees included in the Unit certified in the decision of the Massachusetts Labor Relations Commission MCR-3435 issued March 22, 1984.

ARTICLE 4

Cannons of Construction

1. Whenever the Contract refers to days it shall be workdays unless otherwise specified.
2. Whenever a statute is mentioned herein it shall not be incorporated by reference unless otherwise specified.

3. The practice, custom, policy or method of the School Committee prior to entering this Agreement shall not be and is not a guide to interpreting this Agreement.

ARTICLE 5

No Strike Clause and Grievance Procedure

I. Should an employee in the Unit have a claim that the School Committee has improperly applied the Collective Bargaining Agreement so as to cause monetary loss or specific professional disadvantage and limited to those circumstances such claim may be resolved through this procedure. Should an employee file a grievance under this procedure and subsequently file any suit, administrative complaint, or action of any sort whether in a Court or before any administrative body which contest all or a portion of the facts which are the basis of a grievance hereunder such action shall render such grievance immediately null and void and withdrawn no matter at what step of the grievance procedure (including Arbitration) the grievance is then processed to. Any grievance filed more than twenty (20) days after the occurrence which is complained of shall be untimely and shall be void from its inception. All time limits recited herein are maxima and may be waived only in writing by the parties signed by both parties. It is understood among the parties that it is most desirable to resolve grievances informally to that end. An employee will normally discuss a grievance informally with his/her supervisor before filing a written grievance. The procedure shall be as follows:

Step 1: If there is no informal resolution then the employee files a written grievance with the employee's immediate supervisor. If such grievance is unresolved within ten (10) days of submission to said supervisor, it shall be moved to;

Step 2: By sending a grievance in writing within ten (10) days of the supervisor's answer or failure to answer to the Superintendent. If such grievance is unresolved after ten (10) days, it shall be moved to;

Step 3: Between the School Committee and the Employee by sending within ten (10) days of the Superintendent's answer or the last day to Answer, a written grievance to the Superintendent with a written request to meet with the School Committee. The Superintendent shall place such grievance on the agenda of the next regular monthly School Committee Meeting held more than five (5) days after the Superintendent's receipt of the grievance at this level. Within ten (10) days of the School Committee Meeting if unresolved, the grievance shall be moved to the next step.

Step 4: Arbitration.

A grievance not settled at the School Committee level shall be moved to Arbitration by sending within ten (10) days of the School Committee's Answer or expiration of their period to answer a demand for Arbitration to the American Arbitration Association.

Thereafter all hearings and time limits shall be under the rules and regulations of the American Arbitration Association. The decision of the Arbitrator shall be final and binding upon all parties.

The Arbitrator's decision shall be limited to the language of the contract and shall neither add nor subtract from it and shall be based only upon its language not the practice or custom or policy of the School Committee or Association. All costs of Arbitration shall be borne equally by the parties including costs of any and all postponements or cancellations regardless of cause. Arbitrators under this Agreement are expressly barred from issuing decisions which contain penalties and interest. Awards hereunder shall be limited to cases which in the discretion of the arbitrator it is appropriate to make an employee whole for denial of compensation, benefits or rights contained in this Agreement.

II. It is agreed that employees will not participate in illegal job actions. Employees, who in the judgment of the Building Principal or Superintendent, violate this provision may be discharged, the penalty for such violation shall be solely at the discretion of the Building Principal or Superintendent.

III. a) In the case of a disciplinary action, if the disciplinary action is taken by the Principal the grievance can be filed with the Superintendent within ten (10) days of the disciplinary action. The Superintendent will schedule a meeting to hear the grievance within ten (10) days of the receipt of the grievance. Within ten (10) days of the meeting the Superintendent shall render her/his decision in writing to the Association.

b) In the event the Association is dissatisfied with the grievance response, the Association may request another meeting with the Superintendent within five (5) days of the receipt of the Superintendent's response. The Superintendent will schedule a final meeting within five (5) days of the receipt of the request. Within five (5) days of this final meeting the Superintendent shall render her/his decision in writing to the Association.

c) In the event the disciplinary action is taken by the Superintendent, the time frames outlined in paragraph (b) above will be followed.

d) If the Association is not satisfied with the final determination of the Superintendent, the Association may file the case, within ten (10) days of receipt of the Superintendent's determination, with the American Arbitration Association. The remaining provisions contained in Step 4 shall equally apply to this paragraph of the grievance procedure.

IV. Probationary Period: New hires must serve a probationary period of six (6) months. During this time period an employee may be terminated from employment at any time. In such circumstances, the discharged employee shall not have access to the grievance and arbitration provisions of this Agreement. After the completion of the probationary period an Administrative Assistant may only be disciplined for just cause.

ARTICLE 6

Conditions of Employment

A. **Work Year.** The parties hereto recognize that the Association consists of two (2) groups of employees. Those who work a calendar year (shall be known as calendar year employees) and those employees who work an academic year plus those days such employees are directed to work by the School Committee beyond the school year (shall be known as academic year employees). No benefits of any sort shall be given to an employee working less than seventeen and one-half (17 and 1/2) hours in a normally scheduled work week. An employee must be regularly scheduled to work twenty (20) or more hours per week to be entitled to health insurance benefits. The Superintendent has determined at this time that employees working 35 hours per week would be currently beneficial to the operation of the School District. By making this determination the Superintendent is not waiving the right to change this determination at any future time as provided in Art. 6, sec. B.

B. **Hours.** It shall be the sole discretion of the Superintendent to determine the work days and hours of the employees. Normally an employee's hours will be consecutive inclusive of lunch and breaks.

C. **Lunch.** A duty free unpaid lunch period of up to thirty (30) minutes shall be provided employees who work at least six (6) hours per day and shall be scheduled at the discretion of management.

D. **Coffee/Rest Break.** Each employee shall daily be entitled to fifteen (15) minutes for coffee/rest break to be scheduled at the discretion of management.

E. **Personal Day.** An employee, both academic year and calendar year employees, shall be entitled to three (3) personal days off each school year, provided that the Superintendent is given 48 hours prior written notice of intent to take said personal day. Personal days may be utilized the day before or after a holiday or to extend a vacation by a day, with the absence of no more than one (1) such employee at a time, and with the approval of the employee's immediate supervisor. Up to seven (7) hours of unused personal days will be transferred to the staff member's accrued sick time at the end of the school year.

F. **Emergency School Closings.** i. When schools are closed due to inclement weather, calendar year employees will report as soon as possible, but may report to work up to two (2) hours late without loss of pay, or may work from home at the discretion of their supervisor or building principal when such lateness is occasioned by poor road conditions. Employees who cannot report due to road conditions, can elect to take a vacation or personal day, if they do not work from home. If a work site on a day referred to herein on which an employee arrived at their normal work site and

finds that access to that building is not possible due to lack of snow plowing, or if a building will not be adequately heated during the day, then the employee shall not be required to report to work. This provision shall be applicable only to employees physically arriving at work or informed of these conditions at their home by the Superintendent or his/her designee and shall not apply to the circumstances addressed in Article 6(F)(ii). If the Superintendent, or his/her designee, declares an emergency school closure because of inclement weather, or for any other reason, then 12 month employees may be given an opportunity to make up the loss of pay by the Superintendent (or designee). In such circumstance the Superintendent (or designee) and employee will mutually agree on the best way for the employee to make up the lost pay time such as working additional hours above the regular work day at the school site, and/or remote working such as the employee's home. If the Superintendent (or designee) and employee do not reach a mutual agreement on the best way to make up the time, the Superintendent (or designee) will make the final determination. The make up work schedule, cannot exceed 40 hours of time within the work schedule. The agreement to make up the time can be mutually agreed to by the employee and the Superintendent (or designee) so that the employee can receive his/her pay in the week of the emergency without any reduction of the employee's regular pay.

ii. If a school or an administrative assistant's work place is closed due to a life or health threatening emergency other than those addressed in (i) above employees shall be assigned to another work place still open or sent home only if the Superintendent shall determine there is no safe clerical work place within the School Department in which case the employee will be paid for the day.

G. Should a vacancy occur within the Unit it will not be filled until a notice shall have been posted at the Superintendent's office and common break room disclosing the vacancy for five (5) days prior to filling. Notification will also be sent to the local president. Qualified and interested currently employed Unit C members may apply for the position. Qualified internal applicants will be given an opportunity to interview for the position. The applicant will be informed in writing of the hiring decision. In filling vacancies or in making voluntary or involuntary transfers, it shall be the right of the Building Principal or Superintendent to exercise his/her discretion and choose that applicant regardless of the source of the application which Building Principal or Superintendent judges in his/her sole discretion is most qualified.

H. Seniority shall whenever applicable whether for benefits or any other purpose be described as service in days, years and months from the most recent date of continuous hire within the bargaining unit.

I. Reduction in Force: If an employee's position is eliminated or reduced by sixty-five percent (65%) or more of his/her hours of work, he/she may invoke the protection of this language.

A person who meets these qualifications may bump the employee with the least seniority in the Unit provided however that they may not bump into a position requiring specialized skills or knowledge, unless the person possesses the necessary skill.

J. Recall: An employee "laid-off" pursuant to (I) above, provided he/she has completed one (1) consecutive years of service in the bargaining unit, shall be entitled to up to one (1) year of recall. Should a position become vacant the most senior employee on recall will be sent notice of such vacancy and a request to report to the Building Principal or Superintendent's office to determine if that employee is qualified for the vacancy. If qualified, he/she may be rehired and all service in the bargaining unit prior to the date of layoff and service after recall shall be counted in determining seniority and benefits. Notice of vacancy shall be sent by registered mail to the last residency address an employee has given the office of the Superintendent. Failure to answer the registered letter within fifteen (15) days of its being sent shall cause forfeiture of recall rights. Should temporary Administrative Assistant work be needed, it will be offered first to qualified persons on recall. Refusal of an offer of re-employment shall also cause forfeiture of recall rights. An employee who is recalled will have all benefits restored at the time of recall as he/she has at the time of layoff, subject to any changes in benefits occurring during the recall period.

K. Benefits: Benefits other than medical (i.e., sick leave, personal days and holidays) will be prorated for part-time Administrative Assistants or for Administrative Assistants hired after the start of the fiscal year.

L. Academic Year Employees: Academic year Administrative Assistants will follow the same academic calendar that the students follow. In addition, academic year Administrative Assistants are required to work ten (10) days before the beginning of school, five (5) days following the end of the school year and any scheduled teacher professional days and/or curriculum days scheduled during the academic year. In the event school is canceled for an emergency closing (including "snow days"), academic year Administrative Assistants will not report for work.

ARTICLE 7

Paid Holidays

Calendar year employees shall be entitled to the following paid holidays:

New Years Day
Martin Luther King Day
President's Day
Patriots Day
Friday after Thanksgiving
Columbus Day

Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving
Christmas Day

The above holidays shall be paid on the following conditions:

1. The employee shall have worked the working day before and after the holiday or be excused by the appropriate Administrator or Superintendent when school is in session.
2. If the holiday occurs on a vacation day, that day shall not be counted as a vacation day.
3. If a holiday occurs while the employee is on a sick leave, such time shall be credited as though the employee had a paid holiday and not sick leave.
4. Holidays occurring on Saturday or Sunday will entitle an Administrative Assistant to a floating holiday to be used at a mutually agreed upon time within the remainder of that school year.
5. Employees, both academic year and calendar year employees, are entitled to one floating holiday which is earned as of July 1 of each year and must be taken prior to June 30 of the following year.
6. Nothing in this agreement shall prohibit the superintendent from dismissing employees early on the day before Thanksgiving, the day before Christmas and the day before New Years.
7. Academic year employees shall be entitled to the following paid holidays:
New Year's Day, Martin Luther King Day, Memorial Day, Labor Day,
Columbus Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving and
Christmas Day.

ARTICLE 8

Leave

A. Vacation. Vacation leave shall be scheduled only with approval of the employee's immediate Supervisor. Vacation time for all employees may be earned only after the end of the student year. No employees shall be entitled to vacation of any sort until they have completed thirty (30) weeks of service and vacation may not be taken until completion of one (1) year of service.

- I. Calendar year employees shall accrue vacation days as follows:
 - A. 1-5 years of service - 12 vacation days per year (12 days earned at the conclusion of the fiscal year).
 - B. 6-10 years of service - 18 vacation days per year.
 - C. 11 years or more of service - 24 vacation days per year.

II. Academic year plus employees who work more than thirty percent (30%) of the scheduled work days between the close of school and the beginning of the following school year shall accrue vacation as follows:

- A. 1-5 years: 10 days per year.
- B. 6-10 years: 15 days per year.
- C. 11 years or more: 20 days per year.

An employee on vacation leave shall be paid at their normal hourly rate and no more than the average hours worked in the year prior to vacation.

Vacation time that is accrued by June 30 will be used by the first day of school of the following school year. However, with the approval of the Superintendent of Schools, up to five (5) days of vacation leave may be carried over and must be used by October 31.

Example - vacation earned by June 30, 2009 must be used before the start of school in Aug or Sep of 2010, unless approved by the Superintendent to carry over up to five (5) days of vacation until October 31, 2010.

B. Parenting Leave. Shall be granted in accord with General Laws Chapter 149, Section 105D or other applicable statutes. The above law is incorporated herein by reference. Should statutory benefits be reduced, the School Committee will maintain benefits provided in the current statute.

C. Court Leave. Employees called for jury duty or directed by the School Committee to appear as witness on its behalf shall be paid in full. The check received by the employee for jury duty shall be signed over to the town.

D. Sick Leave. It is understood that sick leave is a benefit not a right. Employees shall be entitled to sick leave only when a physical condition renders them temporarily disabled from performing the duties of their position. Employees who call in sick and are determined by Management not to be temporarily disabled, will be subject to loss of pay and can be subject to further discipline. Employees may use up to five (5) days of their annual sick leave for illness in the immediate family (i.e. wife, husband, son, daughter, father, mother, or domestic partner) per year. At the discretion of the Superintendent, additional family sick leave may be granted upon formal written request. A sick leave medical certificate may be required for any absence from work under the Family and Medical Leave Act of 1993 or the Massachusetts Parenting Leave Act. In addition, medical certification may be required for any absence of three or more consecutive days, as well as, in instances where there is excessive, patterned, or suspected abuse of sick leave. Sick leave shall be accrued as follows:

I. Calendar Year Staff.

A. Employees in the first year - 1 day per month accrued at the beginning of each month of service.

B. In the second year - 1.25 days per month accrued at the beginning of each month of service.

C. In the third year - fifteen (15) days which will be accrued on the first of each new year of service.

Employees may have available at any time up to one hundred eighty (180) maximum days accumulated from past years and current sick leave. A sick day shall be paid on the basis of the number of hours normally scheduled for a day.

II. Academic Year Staff.

An employee in this group shall earn one (1) sick day on which shall mean a "normal" working day that is pay based on salary and normal hours of work. Sick leave shall be accrued at the rate of one (1) sick day at the beginning of each month of service.

Employees in this group may accumulate unused sick leave up to one hundred and eighty (180) maximum usable days.

Employees in both groups whose sick leave is used will be carried on the rolls without pay for up to the total number of accumulated days available to their class of employees. Beyond the end of accumulated sick leave no benefits will accrue while an employee is on such leave but applicable health insurance can be continued by the employee paying the total cost of the premium. If an unpaid medical leave is granted for an employee's own illness and not that of an employee's family member, all benefits are suspended except for medical insurance and life insurance during which period the employee must continue to contribute his/her share of the premium costs.

III. It is the desire of the HEA to expand the sick bank in the Unit A contract to both the Unit C and Unit D bargaining units.

IV. Sick Leave Buyback.

Any Administrative Assistant with fifteen (15) consecutive years of service who retires with one hundred (100) or more sick days unused from the Hadley School System will receive a three thousand (\$3,000) sick leave buy back.

E. Bereavement Leave.

1. Up to five (5) work days of leave may be taken for death in the immediate family, which is defined as spouse, mother, father, brother, sister, child, or in-laws and spouse's immediate family.

2. The Superintendent in his/her discretion may grant bereavement leave upon application for other funerals not in the immediate family.

F. Professional Improvement Conferences. The Superintendent upon application may at his/her discretion grant leave to attend conferences, programs or classes which will be of benefit to the employees' job performance.

G. At the sole discretion of the appropriate Administrator or Superintendent other leaves with or without pay may be granted, upon written application at least five (5) days prior to commencing leave, provided notice is given in time to have such a request placed on the agenda for the next regularly scheduled School Committee. Leave commences when approved by the School Committee.

H. Unpaid leave for up to one (1) year may be granted at the sole discretion of the Superintendent under this section.

ARTICLE 9

Overtime

Any employee who works more than forty (40) hours in a week will be compensated at the rate of one and one-half times the normal rate of pay. This rate shall apply to all required work performed on weekends and holidays, except that work on Sundays and legal holidays will be compensated at the rate of twice the regular rate of pay.

ARTICLE 10

Worker's Compensation, Insurance, Retirement Tax Sheltered Annuity, Payroll Deductions

1. Health Insurance, Retirement, Worker's Compensation, Life Insurance, and other statutory benefits shall be offered on the same basis as other employees of the Town of Hadley as determined by the Town Meeting.

2. The School Committee agrees to sponsor a Tax-Sheltered Annuity program in the Hadley School System for all Administrative Assistants. These annuity payments may be made through payroll deductions.

3. The School Committee agrees to implement an IRS Section 125 Cafeteria Plan for Pre-Tax Employee Premium Deductions of Health and Life Insurance.

4. Payroll deductions - The School Committee hereby accepts the provisions of M.G.L., c. 180 §17A, and, in accordance therewith, shall certify to the Town of Hadley all payroll deductions for the payment of dues to the Association duly and voluntarily authorized by employees under this Agreement.

5. If there is a weather or other emergency that occurs on a payday, paychecks will not be available under any circumstances until the next business day that the Superintendent's Office is open.

ARTICLE 11

General Provisions

1. Expenses. Employees who use their own vehicles for either required or emergency job related trips will be reimbursed at the prevailing rate paid Town employees. Employees in the bargaining unit are covered under the provisions of Chapter 258 of the General Laws of Massachusetts. Administrative Assistants who attend conferences shall receive a lunch reimbursement for an amount pre-determined rate by the Superintendent but in any case, not less than Nine Dollars (\$9.00) per meal.

2. Negotiation Procedure. Either party may start negotiations by sending a demand to negotiate to the other party not later than the fifteenth day of September closest to the expiration of the agreement. If negotiations occur during the work day the School Committee shall release not more than two (2) employees with pay to take part in negotiations.

3. Savings Clause. Should any portion of this Contract be invalidated by Court decision subsequent to this Contract being signed it shall be null and void and the remainder of the Contract shall remain in force as though the portion so nullified had not been included.

4. Fair Share. i. Effective thirty (30) days after the commencement of employment, each employee, in accordance with the M.G.L. c. 150E, § 12 shall be required to pay the service fee to the HEA, Unit C as a condition of his/her employment in the district.

ii. Any employee who fails to pay the agency fee in lieu of dues to the exclusive bargaining agent will be subject to legal action by the HEA, Unit C for collection of said fee. Any cost of collecting said fee will be added to the individual's total service fee due. The HEA, Unit C will be solely responsible for enforcing the provisions of this Section. The School Committee will not be responsible to enforce any provision of the Section.

iii. The HEA, Unit C will indemnify, defend and hold harmless the School Committee against any and all claims, actions, or lawsuits of any kind or description, whether at law or equity, and whether based on statute, constitution or common law, made or instituted against the School Committee or its agents, employees or administrators, resulting from this Section. Specifically, the HEA, Unit C will have no right of action by way of contribution, counterclaim, or other basis against the School Committee. Should any administrative agency or court of competent jurisdiction find the School Committee liable for any damages as a result of this Section, the HEA, Unit C will pay any and all of those damages, including interest and charges.

iv. If any court of competent jurisdiction determines that any part of this Section i, ii, or iii, is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this i, ii, and iii, will be null and void.

v. The service fee shall be calculated in accordance with the provisions of the M.G.L. c. 150E, §12, and applicable state and federal constitutional law. Payment of said fee will not entitle the fee payer to be a member in good standing with the HEA, Unit C.

5. Complaints. If a complaint is made to the administration or committee, then the administration will inform the Administrative Assistant against whom the complaint was made within three (3) days of the receipt of the complaint. The Administrative Assistant shall be informed of the name of the individual(s) who made the complaint; the nature of the complaint; to whom the complaint was made; whether the complaint was written or verbal; and the original date that the complaint was received.

If a signed complaint by a parent, student, or other person about an Administrative Assistant is to be used in an evaluation, the Administrative Assistant will be informed of the intent to use the complaint at the time the Administrative Assistant is informed of the initial complaint as outlined in the previous paragraph. No complaint against an Administrative Assistant shall be included in the Administrative Assistant's personnel file unless the complaint has been used in an evaluation of the Administrative Assistant. No anonymous complaint may be used in an evaluation. In all cases, an Administrative Assistant may file a statement to be attached to the complaint. When a complaint or concern is received about an Administrative Assistant, the School Committee and the school administration will exercise complete discretion in order to provide appropriate privacy and professional respect.

It is the goal of the School Committee and the Association that when an individual has a complaint against an Administrative Assistant, the complainant and the Administrative Assistant attempt to resolve the complaint. When the complaint cannot be resolved between the complainant and the Administrative Assistant, further efforts toward resolution shall be encouraged through meetings with the principal, superintendent, and the school committee, in that order.

6. Training Employees. Administrative Assistants who are new to the system or employees who are transferred to a new position will be trained for the position as soon as

reasonably possible, but generally within thirty (30) days. The employer also agrees that the supervisor and employee will have a mutual discussion at least by the 30th day of employment and again by at least the 90th day of employment to determine whether there are any issues or concerns about work performance, or questions from the employee about the employee's training or supervisory expectations of the employee. The employee or the supervisor may also initiate discussions, with the other, at any time in addition to the above time periods concerning these topics if either make a request to do so.

7. Non-Discrimination. The parties agree not to discriminate against any person covered by this Agreement with respect to their employment based on handicap, race, religion, national origin, ancestry, age, sexual orientation, or gender identity.

Article 12

Unit C Group Meetings

Unit C will have the right to use school buildings without cost at reasonable times for meetings with the prior approval of the School Principal. The Chairperson shall contact the Principal at least one (1) week in advance and arrange for a mutually convenient time and place for such meetings.

Article 13

Personnel File

A. Personnel files will be kept in one central location.

B. Individual employees will have the right to review the contents of their personnel file. An employee will be entitled to have a representative accompany him/her during such review. Such review will be conducted in the presence of a member of the School Administration.

C. No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she 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 objection to such material and his/her objection shall be reviewed by the Superintendent and attached to the file copy within thirty (30) calendar days of receipt.

IN WITNESS of the Agreements recited above the duly and fully authorized representatives affix their signatures below this 18th day of December, 2017.

HADLEY SCHOOL COMMITTEE

Heather S. Olson

UNIT-C - NEA

Jason A. Burns

APPENDIX A

ADMINISTRATIVE ASSISTANT SCHEDULE

FY19-FY21 Salary Schedule Unit C			
Step	FY19 (0%)	FY20 (2.0%)	FY21 (1.75%)
1	\$19.92	\$20.32	\$20.67
2	\$20.22	\$20.63	\$20.99
3	\$20.53	\$20.94	\$21.31
4	\$20.84	\$21.26	\$21.63
5	\$21.16	\$21.58	\$21.96
6	\$21.48	\$21.91	\$22.29
7	\$21.81	\$22.24	\$22.63
8	\$22.14	\$22.58	\$22.98
9	\$22.47	\$22.92	\$23.32

1. Retirement:

An Administrative Assistant in this unit who retires with fifteen (15) years of consecutive service with the Hadley School Department shall be entitled to a payment of \$1,000.00 if she/he notifies the Superintendent, in writing, of her/his decision to retire prior to December 1st of the school year preceding retirement (i.e., an Administrative Assistant planning on retiring in June 2011 would need to provide written notice by December 1, 2009 in order to qualify for this retirement incentive).

2. *Salary adjustment-Employees hired between FY2013 and 2015 will be placed on Step 7.
*Salary adjustment-Employees hired between FY2016 and 2017 will be placed on Step 6.
3. The Superintendent may place new hires in the bargaining unit up to Step 5 based on previous relevant years of work experience. Relevant work experience may include but it not limited to: experience in a similar position or experience in a position with similar responsibilities or duties; education, certification, and/or skills that the superintendent deems beneficial to the district; and/or other previous relevant work experience as determined by the Superintendent.

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 servicemember 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.

Adopted By The
Hadley School Committee: May 19, 2014

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 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 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 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 without pay 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 without pay, 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.

- 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 School Committee 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 without

pay to provide medical certification at reasonable intervals.

- b. 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 without pay, except that if the date of the treatment requires the leave to begin in less than thirty days, the employee shall provide such notice as practicable.
 - c. 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.
 - d. 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.
 - e. the employee may take intermittent leave or take leave on a reduced leave schedule when medically necessary.
3. Parental Leave Without Pay: An employee may take parental leave without pay within one year of the birth of the child in order to care for that child. An employee may take parental leave without pay within one year of the placement of a child with the employee for adoption or foster care.
- a. When the need for parental leave 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 or 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 servicemember.

A covered servicemember 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 servicemember in the line of duty on active duty that may render the servicemember 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 servicemember 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 servicemember).

a. Medical Certification

- (1) Leave to care for a covered servicemember 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 servicemember’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 servicemember. 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 servicemember 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

1. 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 servicemember 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 servicemember 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 teacher's FMLA allotment. If the teacher'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 a teacher does not give the School Committee the required thirty (30) days 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 a teacher 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 teacher must instead take the entire period as FMLA leave.
3. Benefits during Leave:
 - a. While the employee is on leave, the Hadley 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, the Hadley Public Schools shall, if possible, continue the benefits at the reduced rate. If such a reduced rate is not possible, 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, products sold, 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 teachers or the Superintendent's authority under M.G.L. Chapter 71, sec. 41 and 42.
5. Failure to Return from Leave: The Hadley 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 Hadley 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 Hadley Public Schools shall discriminate against any

individual for opposing any practice contrary to this policy.

- c. No employee of the Hadley 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"

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