# COLLECTIVE BARGAINING AGREEMENT

## By and Between the



## **Hadley School Committee**

and the



UNITED PUBLIC SERVICE EMPLOYEES UNION Local 424 – MA DIV 113

Dates of CBA: July 1, 2019 - June 30, 2021

This Agreement is made and entered into on July 1, 2019, by and between the Hadley School Committee (hereinafter referred to as the "COMMITTEE") and the Hadley Bus Drivers Union (hereinafter referred to as the "Union"). U.P.S.E.U., Local 424, Unit MADIV-113.

#### Article 2 Recognition

For the purposes of Collective Bargaining with respect to wages, hours, standards of productivity, and other conditions of employment, the negotiation of a Contract and any questions arising there from, the COMMITTEE recognizes the UNION as the exclusive bargaining agent and representative of all full time and regular part time bus drivers and the District Transportation Coordinator (hereinafter referred to as employees), and excluding all confidential, managerial, casual, temporary, and other employees.

#### Article 3 Discussions

Nothing herein contained shall be construed as barring individual discussion between any member or employee of the COMMITTEE and any employee covered by this Agreement of any matter of particular concern to either; but no such discussion shall diminish or qualify in any way the rights and duties of the UNION and the COMMITTEE.

#### Article 4 Definition of Employee Status

Employees, who work 20 or more hours per week, regardless of assigned position, shall receive a proportion of the benefits they would be entitled to if they fulfilled a full-time position in their assigned employment category. Group health insurance is available for employees who regularly work 20 or more hours per week. This is not a pro-rated benefit. In contrast, employees who work less than 20 hours per week are not entitled to benefits (personal days, sick days, or District recognized holidays).

#### Article 5 Pro-Rating Benefits

Employees hired after July 1, who are entitled to benefits, shall have their benefits (sick leave, personal days) pro-rated for the remainder of that fiscal year. The final decision on how to prorate benefits will be left to the discretion of the Superintendent.

#### Article 6 Confidential Information

The School Department often learns of personal information about residents of the Town and other confidential information. Confidential information of any sort is not to be discussed with anyone, including co-workers unless necessary in the line of duty. In addition, this type of conversation is not to be discussed in corridors, eating areas or any place other than the work site.

#### Article 7 Professional Atmosphere

The School Department's reputation rests upon the attitude of its employees. We earnestly want our schools to be friendly, courteous, and expect that employees will maintain a helpful, pleasant manner with other employees and the public at all times.

While personal calls are sometimes necessary, employees are asked to limit these to essential situations. Employees are not to make personal long distance calls without the permission of the school administration. This keeps the School Department's cost down and leaves telephones free for necessary school business and allows you to make the best use of your working time.

The School Department reserves the right to check packages carried by employees if deemed necessary. Lockers, desks, cabinets, and drawers are subject to check by the administration at any time, and without prior notice.

If an employee observes someone who may not have authorization to be on the premises or who is engaged in an illegal activity, the employee should immediately contact his/her supervisor, the administration or the police.

#### Article 8 Salaries -Payroll

All employees will be paid in bi-weekly installments consistent with pay schedules developed each year. Employees shall be provided an accrued benefit statement on an annual basis. The salary schedule is attached to this Agreement.

#### Article 9 Salaries - Payroll Deductions

- (1) State and Federal Taxes and Retirement Deductions will be made as required by law.
- (2) <u>Group Life Insurance</u>. The Town Plans are available on an elective basis for all school employees. Deductions are made each pay period.
- (3) Dues for the Union when authorized individually and voluntarily by an employee, will be deducted each pay period in such equal amounts as to complete the authorized deduction by the end of June. Money deducted as dues will be paid to the National Union.



#### UNITED PUBLIC SERVICE EMPLOYEES UNION

<u>HEADQUARTERS</u> 3555 Veterans Memorial Hwy. Suite H, Ronkonkoma, NY 11779 631-738-8773

#### APPLICATION FOR MEMBERSHIP

I, the undersigned, hereby apply for admission to membership in the above Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation. If admitted to membership, I agree to abide by the laws of the local Constitution and By-Laws. And, I hereby authorize any employer by whom I am employed, to deduct my monthly union dues from my wages and pay the monies deducted to UPSEU. This authorization shall continue from the date of signing until revoked by registered letter to the Union Secretary and employer.

Name(Print Full Name)		Classification		
Address		Town	StateZip	
Employer		Present wkly	salary or hrly wage	
Date of Hire	E-mail Address			
Date of Birth	Social Se	curity No		

- (4) Premiums for approved Health Insurance, when authorized individually and voluntarily by an employee, will be deducted each pay period.
- (5) The employee's share for Health Insurance will be paid on a before-tax basis. Participation in the program is optional. An employee wishing not to participate must file a waiver form with the Town Treasurer's Office.

#### Article 10 Town Benefits

Employees will be notified annually of the various Town offered benefits that are available to School System employees. The School System agrees to deduct employee contributions to such Town offered benefits through payroll deductions from those employees so enrolled.

#### Article 11 Conditions of Employment, Initial Salary Placement

The salary schedule placement of bus drivers employed for the first time in Hadley shall be determined by the Superintendent based on an evaluation of the individual's training and experience. Once placed on the schedule, the conditions of the Contract shall apply equally to all employees. The Superintendent may use his/her discretion to hire at the second step for any reason.

#### Article 12 Conditions of Employment, Work Schedule

The Employer shall schedule the workday of each employee. Employees are not entitled to additional pay if their schedule is adjusted, but the employee does not work any additional time.

#### Article 13 Break/Lunch Period

Employees are entitled to a 15 minute paid break period for each consecutive four (4) hours of scheduled work time. All employees who work at least six (6) hours will be provided with a half hour of unpaid lunch.

If an employee is assigned to an athletic event or an event lasting six hours or more, that employee's half hour of lunch shall be paid.

#### Article 14 Time And A-Half Clause

Employees receive time and one-half for all hours worked over forty (40) per week and for hours worked on district recognized holidays. Employees must seek prior approval for overtime work from the Superintendent or his/her designee. Overtime work and field trip assignments shall be offered by seniority and otherwise equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek. There is no pyramiding of overtime pay. As an example, this means if you worked over forty (40) hours and your overtime worked was on a holiday you would be paid regular rate for the holiday, and time and one half for any hours worked on the holiday. Vacation, holiday, a personal day or days, and paid sick time taken during the week is included in the computation of overtime.

Compensatory time may be earned upon the mutual agreement of the employee and his/her supervisor as a substitute for overtime pay. Compensatory time is earned at the same rate that the original time would have been earned.

Compensatory time may be earned up to a maximum of 24 hours. This time must be used by the end of the fiscal year in which it is earned with the prior approval of your immediate supervisor. If an employee requests to use compensatory time within the fiscal year in which it is earned and is denied the use of compensatory time within the fiscal year in which it is earned, then the School Department shall pay the Employee for the accrued and unused compensatory time.

You will be assigned a regular hour to report to work. This time may be changed during the course of your employment based on the operational needs of the School Department. If you are late, the time will be deducted from your pay. The same practice applies if you leave before the end of your shift. Repeated tardiness or leaving your work area early will result in disciplinary action and may result in dismissal from employment.

If the School Department, through your supervisor, requests that you come in early to work, or to stay past your assigned hours of work, you will be paid for this time.

Any employee called back to work, or scheduled for a block less than two hours, on the same day after having completed his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time, shall be guaranteed a minimum of two (2) hours pay at a straight-time rate unless the employee is eligible for overtime pay as described above.

#### Article 15 Staff Meeting

The Principal has the sole discretion as to require the attendance of an employee at a staff meeting. When attendance is required the employee will be notified at least five (5) work days in advance of the staff meeting. This notice is waived if there is an emergency where it would be unreasonable to provide this prior notice of the meeting. Time for attending the meeting will be paid at the employee's regular rate of pay. If the employee cannot attend the meeting, the employee has the responsibility of following up with the Administrator on the agenda items discussed at the meeting.

#### Article 16 Holiday Pay

(1) Holiday pay will be granted equivalent to the "normal" daily hours usually worked.

The Hadley Public Schools recognizes the following holidays:

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

12-month employees are entitled to be paid for all of the aforementioned holidays.

10-month employees, in contrast, are eligible for all district recognized holidays, with the exception of Presidents' Day, Patriot's Day, Independence Day, and in the event the school year commences after the first Monday of September, Labor Day. 10-month employees that are scheduled to work at least twenty-five consecutive workdays during the summer months will become eligible, for the Independence Day holiday.

- (2) If the holiday occurs during an employee's vacation, the employee will be entitled to one additional vacation day.
- (3) If a holiday occurs during an employee's sick leave, the employee will be paid for the holiday and sick leave will not be charged against the employee for that particular day.
- (4) Employees both 10 month and 12 month 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.
- (5) Nothing in this policy shall prohibit the Superintendent from dismissing employees early on the day before Thanksgiving, the day before Christmas, and the day before New Year's.

#### Article 17 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 employees may only be disciplined for just cause.

#### Article 18 Resignation Notice

- 1) An employee may resign from his/her employment Contract by giving written notice of his/her intent to resign to the Superintendent of Schools at least fourteen (14) calendar days in advance of the effective date of the resignation.
- 2) If a satisfactory replacement is obtained, prior to the effective date of the resignation, the resigning employee may request to be released from his/her obligation to work out his/her resignation notice.

#### Article 19 Vacancies

The parties acknowledge that employees are assigned according to the needs of the District.

#### Article 20 Assignments

- (1) The parties acknowledge that employees are assigned according to the needs of the District on an annual basis, or when necessary during the school year based on the best interests of the School System. Employees will be assigned or reassigned with consideration given to experience, performance, and qualifications. Upon request, the employee will be provided with a rationale for the assignment.
- (2) Any driver desiring a different assignment will submit a written request to the Superintendent or his/her designee, stating the assignment desired. Before filling any permanent vacancy, transfer requests on file will be considered.
- (3) All vacancies other than those requiring immediate filling, will be posted for five (5) work days and to the Union President by school email. Applications must be filed in writing with the Superintendent within the time limit specified in the notice.
- (4) All employees will be given adequate opportunity to make application for such vacancies. Applications must be filed in writing with the Superintendent within the time limit specified in the notice.

#### Article 21 Temporary Employees

From time to time it is necessary to hire an individual for temporary employment in the bargaining unit. Examples include: filling in for an employee who is on an approved leave, including Paternity, Family and Medical Leave, Worker's Compensation.

#### Article 22 Leaves of Absence

#### 1) Personal Days

- (1) Each employee shall be permitted three (3) Personal Days with pay each school year, subject to the approval of the Principal and the Superintendent based on the operational considerations. Up to one (1) day of the unused personal days will be transferred to the employee's accrued sick time at the end of the school year.
- (2) Personal Days may not be taken prior to or immediately following a school vacation or holiday except in case of an emergency and upon approval of the Superintendent of Schools.
- (3) Personal days will be converted into hours. In requesting personal time, the requests and related deduction of time shall be in a minimum of one assigned route.
- (4) When an employee has utilized all of his/her personal time, the employee does not have a right to utilize unpaid time. When an employee has utilized all of his/her personal time, the employee is faced with a serious personal matter, the employee may request to both the principal and the superintendent to take unpaid time. Such request will be in writing and in sufficient detail to explain the need for unpaid time. If the request is denied, the denial shall not be subject to the grievance procedure.

#### 2) Temporary Leaves of Absence With Pay

Employees will be granted the following temporary leaves of absence with pay each school year upon the approval of the Superintendent of Schools.

Up to five (5) paid workdays of leave may be taken for a death in the immediate family to arrange for and attend the funeral and/or to deal with associated issues without being charged sick or personal leave. The Superintendent's office must be notified before the commencement of such leave.

The immediate family shall mean spouse, mother, father, brother, sister, child, or in laws and spouse's immediate family.

At the discretion of the Superintendent, bereavement leave may be granted for the death of someone not in the employee's immediate household.

#### 3) Sick Leave

The purpose of paid sick time is to provide a continuation of income to employees whose absences from work is necessitated by their personal illness (or in the case of family illness, the illness of an immediate family members which requires the driver employee to provide direct care for this immediate family member). Sick leave provided by the district is to be used for the purposes intended.

- (1) Any employee who shall be absent in any school year on account of personal sickness or any quarantine regulations of the Board of Health shall be granted sick Leave benefits to the extent of their accumulated Sick Leave which shall be earned as follows:
  - employees shall be granted ten (10) sick days per year in the first three
     (3) years of employment, and fifteen (15) sick days beginning in the fourth year of employment.

(2)

- a) Employees may accumulate up to two hundred (200) days of sick leave.
- b) Employees may utilize up to five (5) days of their earned sick leave to care for sick members of their immediate families per school year as defined in number 22 (2), second paragraph.
- (3) The annual sick leave amount will be pro-rated for those employees who commence or end employment in the course of the school year.
- (4) The Superintendent or his/her designee may require sick leave medical certification for any absence from work under the Family and Medical Leave Act of 1993 or the Massachusetts Parental 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 reason to believe there is an abuse of sick leave.
- (5) When taking a sick day an employee shall be compensated for all hours for which he/she was scheduled to work.
- (6) Sick leave may be taken in, at minimum, two hour increments.

#### 4) Sick Leave Buyback

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

#### 5) Early Retirement Notice Incentive:

An employee 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 the employee notifies the Superintendent, in writing, of his/her decision to retire prior to September 1st of the school year proceeding retirement. (i.e., an employee planning to retire in June 2016 would need to provide written notice by September 1, 2014, in order to qualify for this retirement incentive); or payment of \$500.00 if said notice of retirement is received after September 1st but before January 2nd of the calendar year before the school year of his/her retirement (i.e., an employee planning to retire in June 2016, who did not notify the School Department of his intent by September 1, 2014, must do so in writing between September 2, 2014 and January 1, 2015 to qualify for this retirement incentive).

#### 6) Leaves Without Pay:

The Superintendent may grant a short-term leave without pay to an employee under extraordinary circumstances. Such leave will generally not exceed more than five (5) days. A request to take a leave without pay must be submitted in writing at least forty-eight (48) hours in advance of the commencement of such leave to the Superintendent. All requests must be submitted in duplicate on the School Department's standard form. Depending upon the basis for the request and the needs of the school district, the Superintendent has the discretion to approve or deny such a leave request.

#### Article 23 Sick Leave Bank

A Sick Leave Bank shall be established and shall apply to all employees covered by this collective bargaining agreement only. The intent in establishing this sick leave bank is to assist an employee to cover catastrophic illness after sick days are exhausted. A Sick Leave Bank is hereby established under the following conditions:

- 1. A day of sick leave shall be contributed to the Sick Leave Bank from all employees on July 1st of each fiscal year, except the first year of the Sick Leave Bank, whereupon all employees shall contribute three (3) sick days of leave to the Bank on July 1st of the fiscal year or the date of ratification, whichever is later. Employees covered by this Agreement have the option to donate an additional twenty (20) days to the Sick Leave Bank only in the first year of the implementation of the sick leave bank (FY 2020). Employees have the option to donate an additional five (5) days each year thereafter. If an employee is hired on or after January 1st prior to the start of that fiscal year, that employee shall not be required to donate a sick leave day for that fiscal year.
- 2. The maximum amount of days available in the Sick Leave Bank during any year will not exceed 180 days.
- 3. The amount of days in the Sick Leave Bank shall be carried over from year to year.
- 4. Sick Leave Bank days can be granted only for catastrophic illness/accident of the eligible employee, including, but not limited to sick leave for treatment for cancer, for treatment and recovery from a car accident, for surgery and recovery, and for any illness or injury that prevents a school bus driver from performing their duties as required by Department of Transportation standards.
- 5. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed twenty (20) days or whatever amount is in the Sick Leave Bank at the time of the initial grant.

- 6. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee which shall be comprised of two (2) representatives from management and two (2) employee representatives. The following criteria shall be used by the Sick Leave Bank Committee in administering the Bank and determining eligibility and amount of leave:
  - a. Adequate medical evidence of the employee's serious illness or accident; and
  - b. Prior utilization of all eligible sick leave.
- 7. Upon completion of the twenty (20) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. The maximum number of Sick Leave Bank days granted to an employee covered by this agreement who has requested days shall not exceed sixty (60) days for any one illness.
- 8. Determinations by the Sick Leave Bank Committee as outlined above are binding and are not subject to the grievance procedures.

#### Article 24 Employee Evaluation

All employees shall be evaluated on an annual basis.

#### Article 25 Reduction In Force

The School Committee will determine the number of bus driver positions or schedules that are needed in the school system.

If the School Committee determines that the number of positions, or the hours of work within positions, is to be reduced, it agrees to accomplish such reduction within the impacted classifications as follows:

- (1) Probationary employees within each classification, where a reduction is to occur, who have not completed a six (6) month probationary period, shall be laid off first, or have hours reduced, unless in relation to the needs of the district, there is a demonstrated need for the background/experience or demonstrated ability of the person in question.
- (2) When the number of employees, or hours within positions, is to be reduced the affected employee(s) in the position(s) shall be notified at least fifteen (15) calendar days in advance of the effective date of the reduction.
- (3) An employee laid off, or has hours of work reduced, will be given priority, by seniority, to transfer to other vacancies for which he/she is qualified or to exercise bumping rights to a position held by an employee with less seniority within the same classification, unless in relation to the needs of the district, there is a demonstrated need for the background/experience of demonstrated ability of the person in question.

- (4) Seniority for the purpose of this article is the length of continuous employment as an employee in the bargaining unit. An employee shall be placed on a seniority list after completing a six (6) month probationary period.
- (5) An employee who is laid off due to reduction in force will be eligible for recall for an open position within the classification formerly employed for a period of twelve (12) months after the layoff. An employee who is recalled to work within the twelve month period will not suffer a break in continuous service, but doesn't accrue seniority during the recall period. The recalled employee will retain previously accrued sick leave and step placement on the salary schedule.
- (6) Recall notices will be sent by certified mail, return receipt, and regular mail. Such notices will be sent to their last address of record. A recalled member shall have ten (10) calendar days of the recall notice to accept that position. If the unit members either rejects the recall offer or fails to respond to the recall notice, the unit member's name shall be removed from the recall list and the position shall be offered to the next person, if any, on the recall list. An employee who is recalled to work but who refuses the position shall forfeit all recall rights. If the individual is later rehired, the employee will be considered a new employee with no carryover of continuous service and related benefits.
- (7) To the extent permitted by applicable state and federal laws, laid off employees may continue in the Town's group health and life insurance program. The employee shall be responsible for paying the entire cost of the premium.
- (8) The Superintendent shall prepare a list specifying the seniority of each employee and copies will be forwarded to the President of the Union by November 15. If no challenge to the list is made by the Union within thirty (30) calendar days of receipt of the list, the list will stand as written. Final copies will be sent to each school.
- (9) Nothing in this section shall limit the management rights of the Superintendent to terminate the employment of any employee under Massachusetts State Law.

#### Article 26 Assistance In Case Of Assault

Employees shall be required to report to the building principal, in writing, any case of assault, in connection with their employment. The central office will supply each school with the appropriate form to report the incident. A copy of the completed form will be submitted by the building principal/administrator to the Superintendent or designee.

#### **Article 27 Workers Compensation**

If an employee, because of injury sustained in the course of and arising out of the ESP's employment, is receiving benefits under §34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Worker's Compensation Act), the employee will receive payments under the statute and will be permitted to receive the difference in pay up to the employees regular rate of pay for accumulated sick leave until such point in time that the accumulated sick leave has been exhausted. Thereafter, the employee will be paid only the amount provided for by statute.

#### Article 28 Damage or Loss of Property

An employee shall report, in writing, any loss, damage or destruction of personal property to the Principal immediately upon becoming aware of such loss, damage, or destruction. The District will reimburse the assistant for loss of essential items such as eyeglasses, contact lenses or hearing aids if they are damaged in an assault. Reimbursement will be processed upon submission of a written claim and satisfactory proof in support of said claim.

#### **Article 29 Contract Access**

The School District will post the Union contract on the School District website. One copy is available in the Superintendent 's Office and each school building. Each new employee shall receive one hard copy of the collective bargaining agreement upon hire.

#### Article 30 Mileage Reimbursement

Employees shall be reimbursed for all costs associated with District mandated travel. Mileage shall be reimbursed at the current Town rate.

#### Article 31 Vacation

Employees will accrue vacation in accordance with the following guidelines:

Years of Service	Days Accrued Per Month
0-5 years	1.0 day per month
6-10 years	1.5 days per month
11 + years	2.0 days per month

Vacation days will be accrued depending upon length of service, on a monthly basis although employees are ineligible to take vacation until the beginning of the new fiscal year. Although ordinarily employees will not be granted vacation time when school is in session, the Superintendent may, at his or her discretion, grant vacation time during the year in extenuating circumstances. All requests for vacation must be made at least forty-eight (48) hours in advance in writing to the Superintendent in duplicate on the School Department's standard form. All vacation schedules are subject to the approval of the Superintendent, which is normally contingent upon the work requirements of the school system.

Vacation time earned must be used by August 31<sup>st</sup> of the following year. If a ten month employee works during the summer months, the employee will be entitled to the vacation allotment of a twelve month employee. The superintendent may allow a carryover of vacation time from one year to the next under extenuating circumstances. If the superintendent does allow a designated number of vacation days to be carried over by a bus driver, the days must be used in the following school year, no later than December 1<sup>st</sup> of that year, or else the rolled over time will be forfeited.

#### Article 32 Jury Duty

An employee called to serve shall continue to receive his/her full pay provided they sign over all jury pay to the Town Treasurer.

#### Article 33 Military Duty

Military leave shall be granted according to the provisions of Chapter 33, Section 59 of the General Laws of the Commonwealth of Massachusetts.

#### Article 34 Family and Medical Leave

The Superintendent will grant leave to employees pursuant to the provisions of the Family and Medical Leave Act of 1993. In such circumstances, the Superintendent may require employee verification of eligibility for FMLA leave in accordance with federal law. The School Committee's FMLA policy is attached as Appendix A.

#### Article 35 Parental Leave

This parental leave provision shall be available only to employees who meet the eligibility provisions of G.L., C. 149, s. 105D, by completing ninety (90) days of service. The School Committee's parental leave policy is attached as Appendix B.

#### Article 36 Small Necessities Leave Act

Under certain additional circumstances regarding family obligations, there may be a right to addition leave under State Law. This School Committee Policy is attached as Appendix C.

#### Article 37 Personnel Folder

All formal action concerning employment with the School Department, including such actions as changes in duty, pay, name, or matters regarding work performance will be kept in the employee's personnel folder. This is a permanent record and serves as a basis for references in case an employee leaves the School Department for other employment or wishes reemployment later on.

An employee may review his/her personnel record after scheduling an appointment with the Superintendent or his/her Administrative Assistant. All of the contents of this folder will be available for review.

#### Article 38 Professional Conferences

The Superintendent may approve, from time-to-time, attendance at a professional workshop or conference, which would be of benefit to the employee and the school system.

#### Article 39 Safety Certificate

In the event that a bus driver does not have any accidents within the course of the fiscal year involving school district buses or vehicles, the Superintendent will place in the personnel file of the employee a recognition of this fact in the form of a Safety Certificate.

#### Article 40 Training

School district shall pay for any district mandated trainings and/or classes. Trainings must be completed during the scheduled work day unless otherwise approved by the superintendent or designee.

#### Article 41 Grievance and Arbitration

(1) A grievance is defined as a question, complaint or dispute, involving the interpretation or application of or the failure to comply with or the alleged violation of the terms and provisions of this Agreement. Any matter which is reserved to the discretion of the School Committee or any matter which is not covered by the provisions of this Agreement, shall not be the subject of a grievance. All time limits shall be maximums and be construed to mean working days.

A grievance filed prior to the end of the school year shall continue to be processed during the summer months. When school is out of session for the summer, workdays shall mean days when the Central Office of the School System is open for business to the public. Either party or the grievant(s) may request in writing a reasonable extension of time due to vacation and/or personal commitments.

- (2) The parties acknowledge that it is usually more desirable for an employee and his/her administrative supervisor to resolve problems through free and informal communications. However, should such informal processes fail to satisfy the employee, then a grievance may be reduced to writing and processed as follows:
  - a) The Union and/or employee aggrieved shall present a grievance in writing within ten (10) days (excluding vacation days between September and June) of the date he/she knew or should have known of the occurrence which gave rise to the grievance. Any complaint, dispute or question presented after the above time shall be considered untimely and not grievable.
  - b) The written grievance must be presented to the administrative supervisor who will arrange for a meeting within ten (10) days of the receipt of the written grievance. The aggrieved employee, with or without a representative of the Union at the option of the employee, shall be present for the meeting. The administrative supervisor must provide the aggrieved employee with a written answer on the grievance within ten (10) days of the meeting.
  - c) Step 2 If the matter is not satisfactorily settled in 24.2.2., the Union shall refer the grievance to the Superintendent within ten (10) days. The Superintendent shall arrange for a meeting with the Union's representative with or without the aggrieved employee within ten (10) days of the receipt of the appeal in an effort to resolve the grievance. The Superintendent will provide the Union representative and the aggrieved employee with his/her written decision within ten (10) days of the conclusion of the meeting.

- d) Step 3 If the grievance is not satisfactorily settled in Step 2, the Union will forward written notice to the Superintendent within ten (10) days and the Superintendent, or designee, will arrange for a meeting between the Union's representative and the School Committee to take place no later than the next regularly scheduled meeting of the School Committee after the Union's referral. (Such meeting shall be held in executive session). Upon conclusion of the meeting, the School Committee will provide the Union with their written decision within ten (10) days.
- e) Step 4 If the Union is not satisfied with the disposition of the grievance in Step 3, or the Step 3 time limit expires without issuance of School Committee's written answer, then the parties either jointly or singularly may demand arbitration. The arbitrator for the duration of this Agreement shall be the American Arbitration Association.
  - The arbitrator and the parties agree to be bound by the time limits for arbitration contained in the rules of the American Arbitration Union. If the demand for arbitration is not filed within ten (10) days from the date of the School Committee's Step 3 reply, then the grievance will be deemed withdrawn.
- f) The Arbitrator's decision shall not extend beyond the submission nor alter, amend or modify the provisions of the Agreement. Nor shall the Arbitrator render a decision which shall impinge upon any reserved rights of the School Committee.
- g) The expenses of the Arbitrator shall be borne equally by both parties.
- h) Pending final resolution of any complaint, the Driver shall comply with the instructions of the supervisor, Principal and/or Superintendent.

#### Article 42 Seniority

Seniority for the purpose of this agreement is the length of continuous employment as an employee in the bargaining unit.

#### Article 43 Duration

This Agreement and its provisions shall be effective July 1, 2019 and shall remain in full force and effect up to and including June 30, 2021.

In WITNESS WHEREOF, the parties hereto have causes this instrument to be duly executed in their names on their behalf by duly authorized officers thereof, this  $1^{st}$  day of July, 2019

For The Hadley Public Schools Heather Klesch, Chair	For The United Service Employees Union Local 424 – MA DIV 113
	Patricia Hopf, Hadley Bus Drivers President
Heath S. Klesch	Catherina 1 Happy
Dated:8/5/19	Dated:8-1-2019
	M
	Kevin E. Boyle, Jr.
	President UPSEU
	Dated: 9/6/19

Transportation Salaries FY19 - FY 21

Position	YEAR	% Increase	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Bus Driver	FY19		16.13	16.77	17.42	18.13	18.98	
Bus Driver	FY20	0%	16.13	16.77	17.42	18.13	18.98	19.70
Bus Driver	FY21	1.25%	16.33	16.98	17.64	18.36	19.22	19.95

YEAR	% Increase	Step 1	Step 2
FY19		20.36	
FY20	0%	20.36	21.13
FY21	1.25%	20.61	21.39
	FY19 FY20	FY19 FY20 0%	FY19 20.36 FY20 0% 20.36

Employees move up one step on July 1 of each fiscal year, provided that the employee had completed the 6 month probationary period prior to July 1, if not the employee moves to Step 2 on the next following July 1 and then one step each subsequent July 1 until Step 6 is reached.

#### Appendix A

#### EMPLOYEE FAMILY AND MEDICAL LEAVE

The Hadley 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"

#### FAMILY AND MEDICAL LEAVE

#### A. <u>Leave Without Pay</u>

- 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
    - one (1) treatment by a health care provider (i.e., an inperson 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 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

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 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 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"

Adopted 09/24/2012 Hadley School Committee Hadley Public Schools

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#### Appendix B

#### MASSACHUSETTS PARENTAL LEAVE

#### I. Administrative Policy

It is the Administrative Policy of the Hadley School Committee to implement and administer the provisions of the Massachusetts Parental 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

<u>Eligible Employees</u>: All parents who have worked in a full-time position for 3 consecutive months are covered by the MPLA.

#### Qualifying events:

- a) for giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled;
- b) for adoption if the employee is adopting or intending to adopt; or
- c) for the placement of a child with an employee pursuant to a court order.

<u>Length of Leave</u>: The leave entitlement under the MPLA 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. If both parents work for Hadley Public Schools, the parents are only entitled to eight (8) weeks of leave in the aggregate for the birth or adoption of the same child.

Leave for FMLA and MPLA 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 parental leave under M.G.L c. 149, § 105D.

#### III. Procedure

<u>Notice Requirement</u>: An employee is required to give at least two weeks' notice of the employee's anticipated date of departure and intention to return or provide notice as soon as practicable if the delay is for reasons beyond the individual's control.

#### 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 parental 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 MPLA 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.

#### V. Job Protection

- A. If the employee returns to work within the 8 weeks of the parental 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 he/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 parental leave, the employee may be terminated, unless reinstated to her same or similar position, in accordance with applicable laws, other leave-related policies, and/or appropriate bargaining unit contract language.

#### Appendix C

#### SMALL NECESSITIES LEAVE ACT

It is the policy of the Hadley 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 appear are contained in this Policy.

#### **Small Necessities Leave Act Policy**

The Hadley School Committee will assure compliance with the Small Necessities Leave Act (SNLA) as indicated in this policy. Compliance with other state or local laws or regulations may be concurrent with this policy, where indicated, or will be outlined in separate policies.

#### A. ELIGIBILITY

Employees are eligible for small necessities leave (SNLA leave) under this policy if they have been employed for at least twelve (12) months and have worked at least twelve hundred and fifty (1,250) hours during the twelve (12)-month period immediately preceding the commencement of SNLA leave.

#### B. COVERAGE - WHEN LEAVE CAN BE TAKEN

Eligible employees are entitled to SNLA leave for one or more of the following reasons:

- 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.)

#### C. DURATION AND TIMING OF LEAVE

Eligible staff members may take a total of twenty-four (24) hours of SNLA leave per calendar year.

#### D. NOTICE TO EMPLOYER AND SCHEDULING OF LEAVE

Eligible staff members must provide not less than seven (7) days notice before the date the SNLA leave is to begin where the need for the leave if foreseeable. However, if circumstances require leave to begin in less than seven (7) days, the staff member must provide such notice as is practicable.

#### E. COMPENSATION DURING LEAVE

Employees who have accrued paid leave under the school committee's policies must utilize such leave when taking SNLA leave. The paid leave will count against the twenty-four (24) hours of allowable SNLA leave. When all accrued time has been paid, the staff member is then considered on unpaid leave for the remainder of the SNLA leave. Only Personal or Vacation time is eligible to be used for SNLA leave. Sick time may not be used for SNLA leave.

Employees must explain the reasons for their leave requests, so as to allow the School to determine if such leave qualifies as SNLA leave. Use of paid or unpaid leave for circumstances that qualify as SNLA leave will count against both the twenty-four (24) hour SNLA entitlement and the employee's leave entitlement under the School's other policies, or applicable law. However, use of paid or unpaid leave for circumstances that do not qualify as SNLA leave will not count against the twenty-four (24) hour SNLA leave entitlement.

#### F. EMPLOYEE PROTECTION

The School will not interfere with an employee's right under the SNLA or applicable state or local law. No person shall be discriminated against for exercising, attempting to exercise, or supporting another in the exercise of rights under the SNLA.

#### G. ADMINISTRATION

SNLA leave requests should be directed to the Principal of the school building where the employee works. Requests will be reviewed by the Principal, or designee, to determine eligibility, length of the leave, paid or unpaid status, and benefit status. It is the responsibility of the employee to obtain all necessary documentation needed to determine leave status. The employee will meet with the Principal or designee, to discuss the leave request, whether it is granted, its terms, and the responsibilities of the employee.

Further questions may be directed to the Superintendent of Schools.

Adopted 09/24/2012 Hadley School Committee Hadley Public Schools

### 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 Hadley 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:	

#### Approval and Designation of SNLA Time

Date:	
Request received from:	
Department:	Date of hire:
No. of hours worked in previous twelve (12	2) months:
Time requested: (date and time):	
SNLA time taken this calendar year:	
Paid time remaining:	
Approved:	
As requested	
With the following modifications:_	
Not Approved:	
Employee is ineligible due to lengtl	h of employment, i.e. less than one year.
Employee has worked less than 125	50 hours in the previous 12 months.
The reason for the requested time o Act.	ff does not fall under the guidelines of the
SNLA entitlement has been exhaust	ted for the current period.
Other:	
Principal:	Date:
Copies distributed: Employee	Principal:
Superintendent:	Payroll:

Name:		
Anticipated dates of	leave of absence:	
Types of leave:		
Date of hire:		
Benefit time as of:	*****	
	Personal time	
	_ Vacation time	
	_ Total	
As oftwo (52) weeks.	worked	hours in the previous fifty-
Eligible for SNLA? _	Yes	No
Previous SNLA and d	ates:	
Comments:		
Approved by:		Date: