

**HADLEY PUBLIC SCHOOLS  
NON-UNION  
EMPLOYEE HANDBOOK**

Approved by the Hadley School Committee on September 23 , 2019

The Hadley Public School District is an equal opportunity employer and employees will be selected, retained, and promoted without prejudice as to age, sex, sexual preference, gender identity, race, color, creed, national origin, marital status, or handicapping condition.

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## **INTRODUCTION**

I am honored to be the Superintendent of the Hadley Public Schools and to have the opportunity to work with such dedicated, committed and highly professional staff. Our personnel have a long and distinguished history of providing top quality support services to the students of this community.. Your services are invaluable to our schools and your contributions are both noticed and appreciated.

If there is anything I can do to assist you in your work, please do not hesitate to ask. I am grateful to have you on the Hadley Public School team!

Anne McKenzie  
Superintendent of Schools

## **PURPOSE AND EMPLOYMENT STATS**

The Non-Union Employee Handbook was written specifically to provide important, easily accessible information to non-union personnel who are not under contract. This handbook is not considered a contract nor is it intended to serve as anything other than a guide for administration and impacted personnel. The Hadley School Committee may change this handbook at any time and in this event you will receive a written notification of the change(s) that will then be attached to this handbook as an addendum. An employee may resign at any time by giving written notice to the employer and the employer may terminate employment at any time by giving written notice to the employee. Employment is considered to be at will.

The Hadley Public Schools employee non-union personnel are in four different categories of employment: school year employees, calendar year employees, extended year employees and part-time employees. Benefits provided employees are, at times, contingent upon that category of employment. Should you have any questions about your existing employment status, or corresponding benefits, please bring those to the attention of your immediate supervisor, your respective administrator or the Superintendent.

### **WHO IS A SCHOOL YEAR EMPLOYEE?**

A school year employee generally works 180 days a year when school is in session. School Year Administrative Assistants work 198 days per year, to include ten (10) days before the beginning of the school year and 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. A school year employee may work full or part-time.

### **WHO IS A CALENDAR YEAR EMPLOYEE?**

Calendar year or year round employees generally work for 52 weeks throughout the entire year. Central office secretaries and custodians are generally considered year-round employees.

### **WHO IS AN EXTENDED YEAR EMPLOYEE?**

While the Hadley Public Schools currently has no personnel officially classified as extended year employees, we do, from time to time, invite school year employees to

work all or a portion of the summer months in support of the district. In those specific instances, the school year employee, for the purpose of determining eligibility for holiday and vacation time and pay, will be considered an extended year employee (provided they meet the criteria detailed in the next paragraph). The extended year classification is determined on a yearly basis, and will only apply during the summer months worked.

An employee who works twenty-five (25) consecutive workdays during the summer will be entitled to two (2) vacation days at the conclusion of that work period, or as otherwise determined by the Superintendent. Vacation days earned by extended year employees during the summer months must be used before the start of the new school year. Moreover, extended year employees will not earn sick time during the summer months nor will they be eligible to use accrued sick days during the summer months that were earned while working in another department during the school year.

The rate of pay for the vacation days shall be equal to the present rate in effect at the time the vacation days are taken.

### **WHO IS A PART-TIME EMPLOYEE?**

Part-time employees are employees who were hired and/or scheduled to work less than the standard workweek for the assigned category. Employees, who work a minimum of 20 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. In contrast, employees who work less than 20 hours per week are not entitled to benefits (insurance, sick days, or District recognized holidays).

### **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 pro-rate benefits will be left to the discretion of the Superintendent.

### **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.

### **PROFESSIONAL ATMOSPHERE**

The School Department's reputation rests upon the attitude of its employees. We earnestly want our schools to be friendly, courteous places, 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.

### **BEREAVEMENT LEAVE**

Up to five (5) paid workdays 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.

### **DISCIPLINE**

In the preamble of this handbook, the high level of professionalism displayed by our support staff was underscored. There are, however, times when it is important for all involved parties to understand how less than acceptable conduct or performance will be handled, as failure to take appropriate action, in many instances, can burden the team or set up an inequitable situation.

Ordinarily, problems in performance or attitude are resolved through discussion with your immediate supervisor. It may be determined, however, that disciplinary action up to, and including discharge is the most appropriate action to follow. The Superintendent will be the ultimate arbitrator of disciplinary actions.

### **EMERGENCY CLOSINGS**

When schools are closed due to inclement weather, employees required to work on such days will report as soon as possible, but may report to work up to two (2) hours late without loss of pay, when such lateness is occasioned by poor road conditions.

Employees, who cannot, in their judgment, report due to road conditions, can elect to take a vacation day, a personal day if one is available to them, or a day without pay. If an employee arrives at his/her normal work site on an inclement weather day and finds that access to that building is not possible due to lack of snow plowing, or lack of heat, then the employee will be permitted to work in an alternate location in the school district. If no alternative work site is available and/or at the discretion of the Superintendent, the employee will be allowed to return home for the day without loss of pay. The Superintendent may also excuse an employee from work without loss of pay if the road conditions are so severe that travel could jeopardize individual safety. It is, however, recognized that few inclement weather days will be judged to be this severe.

## **EMPLOYEE APPEALS**

In your position you work under the direction of an immediate supervisor. Any problems related to or affecting your position should first be discussed with this person. This would include incompatibility with co-workers or your supervisor. Every effort should be made to alleviate these situations to avoid interference with effective job performance and relationships.

Situations sometimes occur when a decision made by an immediate supervisor may not be to the employee's satisfaction. Should this occur, the employee has the right to file an "Employee Appeal" using the following process.

STEP 1: Discuss the situation with your immediate supervisor to explain the reasons for your dissatisfaction. The supervisor may or may not change the decision or situation, depending upon his/her assessment and the limits of authority. If you request a written response, one will be given to you. If you are not satisfied with the outcome, you may proceed to Step 2.

STEP 2: Discuss the situation with your respective building principal. The principal may or may not change the decision or situation, depending upon his/her assessment and the limits of authority. If you request a written response, one will be provided to you. If you are not satisfied with this outcome, you may proceed to Step 3.

STEP 3: You may request a direct discussion with the Superintendent of Schools. This request must be in writing. The request must state the issue and the reasons for the employee's concern or dissatisfaction. The request must indicate that Step 1 and 2 of the Employee Appeal process have already been completed. The Superintendent will meet with the employee, after receipt of written request, and follow the same process as outlined in Step 1. This is the final step of the Appeal process.

It should be realized that going through an Appeal does not guarantee a resolution that will necessarily meet with the employee's satisfaction. It does, however, assure a fair hearing and explanation in cases where working differences might occur.

## **HOLIDAY PAY**

- A. 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	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Calendar year employees are entitled to be paid for all of the aforementioned holidays.

School year 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. School year employees that are scheduled to work at least twenty-five consecutive workdays during the summer months will become eligible, if scheduled to work on July 4<sup>th</sup>, for the Independence Day holiday.

- B. If the holiday occurs during an employee's vacation, the employee will be entitled to one additional vacation day.
- C. 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.
- D. Employees both academic year and calendar year 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.
- E. 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.

### **VACATION TIME**

While school year or ten month employees are not entitled to receive vacation benefits, calendar year or twelve month employees will accrue vacation in accordance with the following guidelines:

<u>Years of Service</u>	<u>Days Accrued Per Month</u>
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 on a monthly basis according to years of service. 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 hours (48) 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 31st of the following year. For example, if an employee has accrued 15 days as of July 1, 2019, he/she must take all of those vacation days by August 31, 2020 or else forfeit the time earned without being paid for them.

### **PERSONAL DAYS**

School year or ten month employees shall be entitled to three (3) paid personal days per year.

Calendar year or twelve month employees shall be entitled to three (3) paid personal days annually.

Personal days cannot be used the day before or the day after a holiday or school vacation period, without the specific prior approval of the Superintendent. In all instances, the Superintendent must be afforded 48 hours of prior written notification, in duplicate on the School Department's standard form, of the employee's intent to take a personal day. Personal days cannot be accumulated nor carried over from one year to the next. However up to one unused personal day may be rolled over into accrued sick time.

### **SICK LEAVE**

Sick leave is available only for employee illness. Claiming sick leave when not ill will subject you to disciplinary action. You may be required to bring a physician's statement depending upon the type of illness or if you are out for 3 or more days. The immediate supervisor may also require medical certification of illness if absenteeism is considered excessive, patterned, or suspected abuse of sick leave. When proof of illness is required and not provided, the absence will be unpaid. If such proof is submitted but absenteeism is still unsatisfactory, disciplinary action up to and including discharge may result. Situations of excessive absenteeism will be examined on a case-by-case basis.

An employee on sick leave shall inform his/her immediate supervisor of the fact and the reasons therefore, as soon as possible but no later than the scheduled start of the employee's shift. Failure to do so shall be cause for denial of sick leave pay for the period absence.

For illness in the immediate family (i.e., wife, husband, son, daughter, father, mother, or domestic partner), five (5) days shall be allowed in any one (1) fiscal year, such time will be charged to sick leave. The employer may request proof of such immediate family illness.

School year employees shall accrue one (1) sick day at the end of each month of service. Sick leave will be granted to school year employees on the basis of one (1) "normal" working day, based upon hourly rate and normal hours of work. Employees in this personnel category may accumulate up to two hundred (200) days of sick leave.

Calendar year employees will accumulate one (1) sick day at the end of each month of service during their first year of employment. During their second and subsequent years, calendar year employers will earn sick leave at the beginning of each month at the rate of 1 ¼ days per month of service. Calendar year employees can accumulate up to two hundred (200) sick days.

Sick leave can only be taken in half or full day increments and cannot be taken on an hourly basis.

## **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. 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 at time and one half for the work and not triple time. 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 within two months of the accrued date with the prior approval of your immediate supervisor.

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 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.

## **HOURS OF WORK**

Employees are advised of their regular work schedule at the time of hire. This work schedule may be changed during the course of employment based on operational needs as determined by the Administration.

## **BREAK/LUNCH PERIODS**

Employees are entitled to a 15 minute paid break period for each consecutive 4 (four) hours of scheduled work time. Employees who are scheduled for 6 (six) or more consecutive hours of work are entitled to a 30 minute unpaid lunch break.

## **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.

## **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.

## **FAMILY AND MEDICAL LEAVE**

The Superintendent will grant leave to non-union personnel 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 to this handbook. See pages 14-26.

## **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 (90) days of service. The School Committee's parental leave policy is attached to this handbook. The School Committee's MPL policy is attached to this handbook. See pages 26-28.

## **SMALL NECESSITIES LEAVE ACT**

Under certain additional circumstances regarding family obligations there may be a right to additional leave time under State Law. This School Committee Policy is attached to this handbook. The School Committee's SNLA policy is attached to this handbook. See pages 28-33.

## **LEAVE WITHOUT PAY**

The Superintendent may grant a short-term leave without pay to an employee under extraordinary circumstances, when the employee has exhausted all of their personal time. 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.

## **LIGHT DUTY**

In the case of an industrial accident, illness or injury which restricts the employee from performing the full range of his/her regular duties, the Superintendent reserves the right to require the employee to report to work and perform duties which are not inconsistent with the claim of disability even though the employee is unable to perform the full range of his/her regular duties.

## **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 re-employment 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.

## **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.

## **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 (\$3,000.00) dollars sick leave buyback.

## **EARLY RETIREMENT NOTICE INCENTIVE**

An employee in this unit who retires with (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 or her decision to retire prior to September 1st of the school year proceeding retirement (i.e., a non-union employee planning to retire in June 2020 would need to provide written notice by September 1, 2018 in order to qualify for this retirement incentive); or payment of \$500.00 if said notice of retirement is received after September 1<sup>st</sup> but before January 2<sup>nd</sup> of the calendar year before the school year of his/her retirement (i.e., a non-union employee planning to retire in June 2020, who did not notify the School Department of his intent by September 1, 2018, must do so in writing between September 2, 2018 and January 1, 2019 to qualify for this retirement incentive).

File: GCCC

### **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"

File: GCCC-E

### **FAMILY AND MEDICAL LEAVE**

#### A. Leave Without Pay

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

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

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

\* While the twelve (12) months of employment need not be consecutive, employment periods prior to a break in service of seven (7) years or more need not be counted unless the break is occasioned by the employee's fulfillment of his/her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment

and Reemployment Rights Act (USERRA)), or a written agreement, including a collective bargaining agreement, exists concerning the employer's intention to rehire the employee after the break in service.

3. Extent of leave:

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

4. Definitions:

- a. "Child" means a son or daughter, whether biological adopted, foster child, a stepchild, legal ward or child to whom the employee stands in loco parentis, if the child is either under the age of eighteen (18) years or is incapable of self-care because of a mental or physical disability.
- b. "Health care provider" means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state where the doctor practices, or any person determined by the Secretary of Labor to be capable of providing health care services.
- c. "Intermittent Leave" means leave taken in whole day periods but less than a whole work week.
- d. "Parent" means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
- e. "Reduced leave schedule" means a leave schedule that reduces the usual number of hours per work week, or hours per workday, of an employee.
- f. "Serious health condition" means an illness, injury, impairment, or physical or mental condition which involves either

(1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care;

**or**

(2) continuing treatment by a health care provider, which includes:

- (a) A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that **also** includes:
  - a. treatment two (2) or more times by or under the supervision of a health care provider (i.e., in-person

- visits, the first within seven (7) days and both within thirty (30) days of the first day of incapacity); **or**
- b. one (1) treatment by a health care provider (i.e., an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); **or**
- (b) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; **or**
- (c) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for absence; **or**
- (d) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; **or**
- (e) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.
- g. "Spouse" means a husband or wife, as defined by state law.
- h. "Twelve Month Period" the preceding twelve-month period from when the leave commences.

B. Types of Leave Without Pay

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



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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File: GCCC-F

## **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**

Eligible Employees: 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.

Length of Leave: 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**

Notice Requirement: 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.

**File: GCCC-G**

### **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 is 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) months: \_\_\_\_\_

Time requested: (date and time): \_\_\_\_\_

SNLA time taken this calendar year: \_\_\_\_\_

As of this date: SNLA time remaining: \_\_\_\_\_

Paid time remaining: \_\_\_\_\_

Approved:

\_\_\_\_\_ As requested

\_\_\_\_\_ With the following modifications: \_\_\_\_\_

Not Approved:

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

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

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

\_\_\_\_\_ SNLA entitlement has been exhausted for the current period.

\_\_\_\_\_ Other: \_\_\_\_\_

Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Copies distributed: Employee \_\_\_\_\_  
Principal: \_\_\_\_\_

Superintendent: \_\_\_\_\_ Payroll: \_\_\_\_\_

Name: \_\_\_\_\_

Anticipated dates of leave of absence: \_\_\_\_\_

Types of leave: \_\_\_\_\_

Date of hire: \_\_\_\_\_

Benefit time as of: \_\_\_\_\_

\_\_\_\_\_ Personal time

\_\_\_\_\_ Vacation time

\_\_\_\_\_ Total

As of \_\_\_\_\_ worked \_\_\_\_\_ hours in the previous fifty-two (52) weeks.

Eligible for SNLA? \_\_\_\_\_ Yes \_\_\_\_\_ No

Previous SNLA and dates: \_\_\_\_\_

Comments: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_