

AGREEMENT

BETWEEN THE

GRANBY SCHOOL COMMITTEE

AND THE

**GRANBY ADMINISTRATIVE SUPPORT STAFF
UNIT C**

OF THE

GRANBY EDUCATORS' ASSOCIATION

JULY 1, 2011 - JUNE 30, 2012

ARTICLE I
RECOGNITION

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

ARTICLE II
NEGOTIATION PROCEDURE

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

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

ARTICLE III
GRIEVANCE PROCEDURE

SECTION I:

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

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

LEVEL ONE:

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

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

LEVEL TWO:

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

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

LEVEL THREE:

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

ten (10) working days after receipt of the answer at Level II. The Committee shall meet with the grievant and/or Association at a mutually agreed upon time.

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

SECTION II.

- A.** The Parties agree to follow each of the foregoing steps in the processing of the grievances; and if at any Step, the Committee representative fails to give his/her written answer within the time therein set forth, the grievant and/or Association may appeal the grievance to the next step at the expiration of such time limit.
- B.** If the Superintendent claims that the Association has violated any provision of this Agreement, he/she may present such claim to the Association in writing; and, if the Parties fail to settle it, the Superintendent may appeal it to arbitration, in accordance with the arbitration clause hereinafter set forth.
- C.** The settlement of a grievance in any case shall not be made retroactive for a period exceeding twenty (20) working days prior to the date that the grievance was first presented in writing.

SECTION III:

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

- A.** Arbitration shall be invoked by filing a Demand for Arbitration with the American Arbitration Association, a copy of which shall be simultaneously provided to the Superintendent. The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association.
- B.** The arbitration proceedings will be conducted under the rules of the American Arbitration Association. The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement. The award shall be final and binding on the Committee, the Association and the Grievant. Each party shall bear the expenses of its representatives and witnesses, and the fees and expenses of the Arbitrator shall be borne equally by the parties.

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

ARTICLE IV
MANAGEMENT RIGHTS

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

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

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

ARTICLE V
OBSERVANCE OF DUTIES

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

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

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

ARTICLE VI
WORK DAY/WORK YEAR

- A.** The regular hours of work shall be seven and a half (7 1/2) hours per day, thirty-seven and a half (37½) hours per week, Monday through Friday, exclusive of a daily lunch period, for forty-four (44) weeks for all Administrative Assistants. The number of hours may be adjusted by mutual agreement between the supervisor and the Administrative Assistants. All calendar year Administrative Assistants will work a six (6) hour day for the remainder of the work year. The dates of the six hour days are to be scheduled during school vacations but not during the two weeks prior to the opening of school or two weeks after the closing of the school year. Each Administrative Assistants is entitled to one fifteen minute break during the course of the day.
- B.** On occasion, the immediate supervisor may allow modifications of a daily schedule to accommodate a special need of the employee, provided the modification does not interfere with the normal functioning of the office.
- C.** The work year for full time employees so designated shall be either a fifty-two (52) week work year, or a forty-four (44) week work year, as may be determined by the Superintendent. A forty-four (44) week employee will be referred to as a school year employee and will work 220 days, offset by vacation days as per ARTICLE IX and Holidays as per ARTICLE XIV.
- D.** While this section defines the normal work day, work week, and work year, nothing herein shall be construed as a guarantee to any employee of the number of hours of work per day or per week, or the length of the work year.
- E.** School building Administrative Assistants will attend the September Parents' Night at the school to which they are assigned with due compensation.
- F.** **School Cancellation:** Fifty-two (52) week employees are expected to report for work on the days school is canceled by the Superintendent. Any employee not reporting for work by 10:00 a.m. will not be paid for that day. The employee may take such days as vacation if he/she has vacation time earned. If the employee is sent home during the day by the Superintendent of Schools because of unusual conditions, he/she will be paid in full for that day. Barring emergencies, school-year employees do not need to report on these days; they will, instead work on the days extended in June to make up for the days; salaries will not be changed in any way for these days. If

school year employees are brought in on any of these days on an emergency basis, they will be paid an additional day of pay for each such day. "Emergencies" shall be defined by the immediate supervisor.

- G. **Condition of Employment:** It shall be the duty of that employee in time of sickness to notify his/her supervisor as soon as possible that he/she will not be able to report to work for the day.
- H. **Responsibilities:** All employees covered by this Agreement will perform their duties and responsibilities in a diligent manner and consistent with the highest ideals of service. All employees are under the direct supervision of their immediate supervisor and shall be evaluated as per Article VII.
- I. **Promotion:** When an employee is promoted or assigned to a position of higher classification, said employee shall receive increment step credit for prior service to the School District for up to three (3) years or shall be placed on that step which ensures no reduction in pay, whichever is the greater.
- J. **Temporary Employee:** If a temporary employee is hired to fill a vacancy due to illness or other reason, he/she will be paid on the entry-level step of the salary schedule for the job classification he/she is performing.

ARTICLE VII **EVALUATION**

A. Definition of Evaluation:

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

B. Gathering Information:

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

C. Criteria:

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

1. Currency of the employee relative to the requirements of the job. (For example, changes in technology and knowledge of regulations and policy.)
2. Planning of the workday so as to be efficient and effective.
3. Adjustment to changes in the work environment that is efficient and effective.
4. Creation of a work environment that is positive and supportive of the school's mission.
5. Maintenance of appropriate standards of behavior, mutual respect, and safety.
6. Ability to evaluate existing situations and refine job strategies, including the effective use of technology, to increase productivity and efficiency in the office.

7. Demonstrate sensitivity to differences among individuals.
8. Constructive and cooperative interactions with parents and others who may call or visit the office.
9. Responsible for accomplishing goals and priorities of his/her building and school system.
10. Reflective and continuous learner.

D. Reporting Results:

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

E. Probationary Period:

All new employees will be considered on probation for a period of one year from date of hire. The new employee will be evaluated twice during this period. A decision regarding continued employment will be made thirty (30) calendar days prior to the hiring anniversary date.

ARTICLE VIII
TRANSFER

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

In filling such vacancies, the following will be considered:

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

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

ARTICLE IX
VACATION

- A.** All vacations are on an accrued basis and vacations cannot be taken until earned. Vacation days begin accruing on the first day of employment. Anniversary dates will be used when going into the next higher accrual category.
1. In the first year of employment, accrued vacation is not considered earned until the completion of one half year of continuous employment.
 2. Vacation will normally be taken at an agreed time during the summer months. Vacation may be taken at other times only with prior approval from the supervisor or his/her designee. Vacation time is non-accumulative and must be taken before the employee's next anniversary date.
 3. All vacations must be approved by the supervisor.

B. Vacation days accrual:

CALENDAR YEAR EMPLOYEES

After 1 year -	75 Hours
After 3 years -	112.50 Hours
After 7 years -	135 Hours
After 10 years -	150 Hours
After 15 years -	187.50 Hours

SCHOOL YEAR EMPLOYEES

After 1 year -	8 days
After 5 years -	12 days
After 10 years -	16 days

PAYROLL & BENEFITS COODINATOR

After 1 year -	10 days
After 3 years -	15 days
After 7 years -	18 days
After 10 years -	20 days
After 15 years -	25 days

ARTICLE X
SICK LEAVE

A. Sick Leave Accrual

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

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

CALENDAR-YEAR EMPLOYEES

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

SCHOOL YEAR EMPLOYEES

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

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

B. Sick Leave Bank

1. Sick Leave Bank Committee

There shall be established a joint four-member Sick Leave Bank Committee to administer the provisions of this section. The Committee shall be composed of two (2) Administrative Support Staff appointed by the President of the Association and two (2) persons appointed by the Committee and/or Superintendent, at least one being a member of the Committee. The Sick Leave Bank Committee shall act by majority vote of those members present and voting.

2. Contributions to the Bank

- a. **Initial and Annual Contributions** – Each employee covered by this contract may become a member of the Sick Leave Bank by donating two (2) sick leave days to the bank within forty-five (45) days of the effective date of this contract or within forty-five (45) days of his/her employment by the Committee, whichever is later. Thereafter, each member of the bank will add an additional day to the bank annually, but the number of days in the bank cannot exceed four (4) times the number of Administrative Support Staff within the unit. Any member of the Sick Leave Bank may withdraw from the bank for a subsequent school year by giving written notice to the Sick Leave Bank Committee and the Committee by September 15th of the school year during which he/she no longer desires membership.
- b. **Supplementary Contributions** – If at the end of any school year the number of sick leave days in the bank are depleted to one-half ($\frac{1}{2}$) or less of the maximum number of days, one (1) additional day for the bank may be assessed each member.

If the sick leave days in the bank exceed three-fourths ($\frac{3}{4}$) of the maximum days at the end of a school year, the members of the bank will not be required to make the annual one-day donation at the start of the following school year.

- c. **Late Joining** – If a secretary who once decided not to join the Sick Leave Bank decides to join in a subsequent school year, his/her initial donation to the bank must equal the total number of days that he/she would have donated to the bank through the years had he/she joined initially.
- d. **Continuation of Membership** – No member of the Sick Leave Bank will be denied continuation of membership in the bank if a long term illness has caused individual sick leave benefits to be exhausted, thus preventing donations to the bank required by Section 2a of this article.

3. **Granting of Benefits**

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

- a. Demonstrated need of the applicant
- b. Prior sick leave usage
- c. Relative needs of other applicants
- d. Supply of days in the bank

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

Each member of the Sick Leave Bank may receive up to five (5) days of sick leave from the bank per school year on approval of the Sick Leave Bank Committee. Additional days of sick leave from the bank may be granted by a majority vote of the membership of the Sick Leave Bank. If it is not feasible to receive this approval or vote prior to a member absence, the committee may withhold the salary of the secretary for the days in question until such time as a decision has been made. If the Sick Leave Bank Committee approves, the days shall be deducted from the bank's total and the Administrative Support Staff shall be paid his/her salary in full for the days in question.

4. Miscellaneous

- a.** By November 1st of each school year, the Sick Leave Bank Committee will inform the Superintendent's Office in writing of the number of sick leave days donated by each member to the bank and the number of days accrued by the bank itself according to its records. The Superintendent's Office will advise in writing the Sick Leave Bank Committee the number of sick days accumulated by each member.
- b.** No payment from the Sick Leave Bank shall be made except on a regular warrant approved by the Committee.
- c.** As a condition of participating in the Sick Leave Bank, each member shall sign a statement as follows:

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

ARTICLE XI
TEMPORARY LEAVES OF ABSENCE

A. Leave of absence with pay.

1. **Death in the immediate family:** An employee shall be entitled to three school days leave without loss of pay (not deducted from sick leave) in order to arrange for and/or attend wakes, funerals, and other memorial services of the immediate family. The immediate family shall include: mother, father, spouse, child (adopted, step, foster), mother-in-law, father-in-law, brother, sister, grandchildren, grandparents, aunt, uncle, significant other, or family member residing in the household of the employee. Up to two additional days may be granted by the Superintendent where necessary for travel to distant locations for such service.
2. **Jury Duty:** A leave of absence will be granted for jury duty. The employee will be paid the difference between the jury pay and the employee's full pay.
3. **Subpoenaed to Court:** If an employee is subpoenaed to court as a witness or as a party involved in legal action, the employee may be granted a leave of absence with pay upon approval of the Superintendent.
4. **Personal Day:** Two (2) days personal leave, not to be deducted from sick leave, may be granted annually for personal business that cannot be conducted outside the normal working day. The supervisor must be notified at least twenty four (24) hours before taking such leave, except in the case of an emergency. This personal day will normally not be granted on the day immediately preceding or following holidays or vacation. Personal days must have prior approval of the Superintendent or designee. One (1) day personal leave, to be deducted from sick leave, may be granted annually for personal business that cannot be conducted outside the normal working day. The leave request for this day shall be made in writing to the Superintendent or designee, with reason given. Unless circumstances otherwise dictate, this personal leave day may not be taken on the day before or after a holiday. Other personal leave time may be granted at the discretion of the Superintendent upon written request by the employee. Reasons for such request must be given. Such days may or may not be deducted from sick leave, at the discretion of the Superintendent.

5. Two (2) snow days, to be deducted from sick leave, will be granted annually if school is cancelled and the employee determines that it is too dangerous to travel.
6. Emergency leave may be granted by the Superintendent. This leave is to be deducted from the employee's vacation time.

B. Leave of absence without pay:

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

Maternity, paternity, adoption, and child rearing leave will be granted subject to the following conditions:

1. A leave notice should be processed through the office of the Superintendent at least eight (8) weeks before anticipated date of departure. Tentative date of intention to return should also be indicated at this time.
2. An employee who becomes pregnant may continue to work until the employee requests relief from duties or the Superintendent determines that the employee's condition interferes with her carrying out her employee duties based upon the recommendation of the employee's attending physician.
3. Maternity Leave will be granted for up to twelve (12) weeks or up to eight (8) weeks per childbirth or adoption whichever provides the greatest benefit to the employee.
4. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefore are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Upon submission of a physician's letter stating a period of temporary disability, the employee will be able to draw on her accumulated sick leave.
5. An employee can receive unpaid parental leave as requested for a period up to fourteen (14) months, after the date of birth or adoption of a child, unless the employee wishes to extend unpaid leave until the beginning of the school year in the first fall following the expiration of the fourteen (14) month period. But, in

such event, the employee shall give the Superintendent written notice of his/her intent to so extend the leave at least eight (8) weeks prior to the expiration date of leave.

6. At the expiration of the leave, the employee is expected to return to duty, request leave under other provisions of this contract, or submit a letter of resignation. The absence of any of the above actions will result in termination of employment.
 7. The leave may be terminated prior to its expiration upon eight (8) weeks prior notification by the employee to the Superintendent and written approval of the attending physician at the sole discretion of the Superintendent. When feasible, a reasonable adjustment of time may be made in order to coincide with a normal break in the school year, e.g. vacations or semester break.
- C. The Superintendent may grant a leave of absence without pay or increment of up to one (1) year to an employee for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Superintendent.
 - D. The Superintendent may grant an employee a leave of absence, without pay or increment, for up to one (1) year for health reasons. Requests for such health leave will be supported by appropriate medical evidence. Additional leave may be granted at the discretion of the Superintendent.
 - E. All requests for leaves, or for extensions or renewals of leaves, will be applied for in writing and must have the Superintendent's approval. All requests will be answered by the Superintendent in writing. Employees on leave shall notify the Superintendent in writing by March 1, indicating their intention to return for the succeeding school year. Failure to comply with this March 1 notification will be considered a voluntary resignation of employment.
 - F. All benefits to which an employee was entitled at the time of his/her leave of absence including unused accumulated sick leave will be restored to him/her upon his/her return. He/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not available, he/she will be assigned a position as similar as possible to the position he/she held when the leave commenced.

- G. Other leaves of absence without pay may be granted by the Superintendent.
- H. Paternity and adoption leave will be granted in accordance with federal law.
- I. Should one-half (1/2) or more of the employee year be completed, the employee will be treated for salary schedule advancement as if service has not been interrupted.
- J. The Superintendent may grant a leave of absence without pay of up to two (2) years to an employee who joins the Peace Corps or serves as an exchange employee and is a full-time participant in either of such programs. Any employee who desires to take such leave shall apply to the Superintendent prior to April 1 and be notified of the Superintendent's decision within thirty (30) days of receipt of the application. Upon return from such leave, an employee will be considered as if he/she had been actively employed by the Superintendent during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

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

- K. The Superintendent will grant military leave to an employee who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, an employee will be placed on the salary schedule at the level which he/she could have achieved had he/she remained actively employed in the system during the period of his/her absence.
- L. The Superintendent may grant a leave of absence of not more than three (3) years without pay or increment to any employee to campaign for or serve in a full-time public office.
- M. **Benefits affected by leave of absence without pay.** This section will not apply in the case of an employee granted military leave for annual active duty training in any military service of two (2) weeks duration.
 - 1. Vacation and sick leave will not accrue during the period the employee is on leave of absence.
 - 2. Holidays occurring during the time the employee is on leave of absence will not be paid.

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

N. Other:

1. Leave of absence will be granted for a period not to exceed six (6) months.
2. Accrued vacation time can be used before resorting to leave of absence without pay.
3. Requests for a leave of absence not covered by this Agreement will be considered by the Superintendent. In judging all requests for such leaves, factors such as employee attendance, attitude toward job, and the basic reason for the request will be reviewed before a decision is rendered.
4. All benefits to which an employee was entitled at the time the leave of absence commenced including unused sick leave will be restored to the employee upon his/her return.

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

- A.** The Town of Granby agrees to pay 64% of the cost of a family or two person plan or 74% of the cost of an individual plan on current plans or a comparable plan. The Committee approves the deduction of the employee's share for a participating member.
- B.** The Town of Granby agrees to pay one-half (1/2) the cost of a \$2,000.00 life insurance policy (which includes an additional \$2,000.00 accidental death and dismemberment benefit). The Committee approves the deduction of the employee's share for a participating member.
- C.** Upon an employee's retirement, his/her life insurance may be continued in the amount of \$1,000 provided the premium is paid by the retiree.
- D.** An employee may participate in a tax-sheltered annuity plan established pursuant to the United States Public Law 87-370 and M.G.L., C 71, §37. The employee is the sole contributor to this program.
- E.** All regular employees shall be entitled to the benefits under Worker's Compensation Law as provided under M.G.L., C 152, § 69.
- F.** All regular employees working thirty (30) weeks or more a year are required to join the Hampshire County Retirement Program.

ARTICLE XIII
OVERTIME

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

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

ARTICLE XIV HOLIDAYS

- A.** Fifty-two (52) week employees: Employees working a 52-week work year are entitled to the following paid holidays annually. They are: Independence Day, Labor Day, Columbus Day, Veterans' Day, one-half (1/2) day before Thanksgiving, Thanksgiving Day, day after Thanksgiving, one-half (1/2) day on December 24, when Christmas Eve falls on a Monday through Friday, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday (if school is not in session), Patriots' Day, Memorial Day, and any other legal state holiday.
- B.** School year employees: Employees working less than a 52-week work year are entitled to the following paid holidays annually. They are: Labor Day, Columbus Day, Veterans' Day, one-half (1/2) day before Thanksgiving, Thanksgiving Day, day after Thanksgiving, one-half (1/2) day on December 24, when Christmas Eve falls on a Monday through Friday, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday (if school is not in session), Patriots' Day, Memorial Day, and any other legal state holiday. If a school year employee works the week in which the July 4th holiday occurs, the employee will be paid for that holiday.
- C.** The employee must be present the working day preceding and the working day following the holiday to be eligible for holiday pay except as provided below.

 - 1.** If a holiday falls during an employee's vacation, the employee is entitled to an additional day off, either at the end of his/her vacation or any other day mutually agreed upon by both the employee and his/her supervisor.
 - 2.** Holidays occurring during an employee's leave of absence are not paid nor can the employee take a day off at a later date in lieu of holidays which occur during such leave of absence.
 - 3.** If a holiday occurs during an employee's sick time, the employee will be charged as having had his/her paid holiday but it will not be charged against his/her sick leave account.

ARTICLE XV
PERSONNEL FILE

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

ARTICLE XVI
LAYOFF AND RECALL

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

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

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

ARTICLE XVII
GENERAL

- A.** If any provisions of this Agreement or any application thereof shall be found contrary to law, then such provision or application shall be deemed invalid and all other provisions or applications of this contract will continue in full force and effect.
- B.** There would be no reprisals of any kind taken against any employee hereunder by either the Association or the Committee because of employee membership or non-membership in the Association, or because of employee participation or non-participation in the Association's lawful activities.
- C.** No religious or lawful political activity of any employee covered hereunder will be grounds for any discipline or discrimination with respect to the employment of such employee.
- D.** Copies of this Agreement will be printed at Committee expense and a copy given to the employee covered hereunder.
- E.** This Agreement constitutes the complete understanding between the Parties hereto and may not be modified, altered, or changed during the term thereof except by mutual agreement of the Parties. The Committee will carry out the commitments contained herein and give full force and effect as the Committee's policy. The Committee will amend its policies and take such other action as may be necessary to give full force and effect to the provisions of this Agreement.
- F.** Normally, members of this unit shall not be required to care for sick children. However, the Administrative Assistant will make the proper referral.

**ARTICLE XVIII
SALARY SCHEDULE**

Clerk		2011-2012
		YEAR 1
		Hourly Rate
	Step	
	1	14.45
	2	14.87
	3	15.32
	4	15.55
	5	16.09
	6	16.58
	7	17.19
	8	18.06
	9	18.60
	10	19.16
Admin Assistant		2011-2012
		YEAR 1
		Hourly Rate
	Step	
	1	18.65
	2	19.28
	3	19.94
	4	20.48
	5	21.15
	6	21.88
	7	22.62
	8	23.99
	9	24.71
	10	25.46
P/R & Benefits Coordinator		2011-2012
		YEAR 1
		Hourly Rate
	Step	
	1	22.84
	2	23.70
	3	24.56
	4	25.42
	5	26.22
	6	27.17
	7	28.05
	8	29.93
	9	30.82
	10	31.76

A. Longevity: – (Longevity stipend begins July 1, 2007)

1. An employee who has worked in Granby fifteen (15) years will receive a stipend of \$250 effective July of the sixteenth (16th) year of employment.
2. An employee who has worked in Granby for twenty (20) years will receive a stipend of \$450 effective July of the twenty-first (21st) year of employment.
3. An employee who has worked in Granby for twenty-five (25) years will receive a stipend of \$650 effective in July of the twenty-sixth (26th) year of employment.
4. An employee who has worked in Granby for thirty (30) years will receive a stipend of \$850 effective in July of the thirty-first (31st) year of employment.
5. An employee who has worked in Granby for thirty-five (35) years will receive a stipend of \$1,050 effective in July of the thirty-sixth (36th) year of employment.

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

C. Employees hired during the first half of the fiscal year (July 1 – December 31) will receive a step raise at the beginning of the next fiscal year. Employees hired during the second half of the fiscal year (January 1 – June 30) will receive a step raise on July 1 after completing one full fiscal year of employment. Percentage raises will continue to be effective on July 1 of each year.

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

1. The annual wage will be divided into twenty-two (22) equal installments and will be paid from the first payday in September through the last payday in June.
2. The annual wage will be divided into twenty-six (26) equal

installments and will be paid by one of the following methods.

- a.** Twenty-two (22) installments from the first payday in September through the last payday in June, plus four (4) additional installments on the last payday in June.
 - b.** Twenty-two (22) installments from the first payday in September through the last payday in June plus two (2) additional installments in July and two (2) additional installments in August.

- E.** The Parties agree that effective on July 1, 2011, each full-time member of the bargaining unit will receive a one (1) time stipend of \$250.00.

ARTICLE XIX
MILEAGE

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

ARTICLE XX
RETIREMENT PAY

An employee upon retirement and after rendering fifteen (15) years of continuous full-time service in Granby, will be paid for accumulated unused sick leave days (not to exceed 130 days) at the rate of twenty-five dollars (\$25) a day for the first 65 days or portions thereof and thirty dollars (\$30) a day for the next 65 days or portions thereof. An employee eligible for such retirement income must advise the Superintendent of his/her intention to retire by February 1 of the school year preceding the school year in which retirement will take place. This requirement will be waived for all employees who, for medical reasons or reduction of the work force, choose to retire.

ARTICLE XXI
Tuition Reimbursement

- A.** The School Committee agrees to budget an amount of \$1,000 in the first year of the contract, \$1,250 for year two of the contract, and \$1,500 in year three of the contract for the purpose of reimbursement of to the employee for the cost of tuition for courses at accredited colleges, universities, or other professional training schools, which are taken with the advance approval of the Principal and Superintendent. Such approval will not be unreasonably withheld.

Each employee who has completed an approved course, and who shows proof of successful completion of the course with a passing grade and receipt for payment, will be reimbursed for the cost of tuition to a maximum amount of the current tuition rate per graduate credit (exclusive of fees) set by UMass/Amherst.

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

AGENCY FEE

The Committee agrees to require, during the term of this Agreement, as a condition of continued employment, that every employee covered by this Agreement, except those employees who are certified to the Committee by the Association as being members of the Association, as of the thirtieth (30th) day of such employment or the thirtieth (30th) day after the effective date of this Agreement provision whichever is later, pay to the Granby Educators' Association an agency service fee authorized in accordance with M.G.L. C. 150E, § 12, the payroll deduction in equal installments of an agency service fee which shall be commensurate with the cost of collective bargaining and contract administration as determined by the Association but in no instance greater than the annual dues of the Association and which amount shall be certified annually to the Committee by the Association. The Committee further agrees to certify to the municipal treasurer, the amount of such agency service fee, the employee authorization of the deduction of same in accordance with M.G.L. C. 180, § 17G. It is specifically understood and agreed that the Town of Granby, the Granby School Committee and its Officers and Agents shall be saved harmless for such deductions under those circumstances as provided by M.G.L. C. 180, § 17G. For the purpose of this clause, the term "harmless" is defined as: "any monies once transmitted by the Town of Granby, the Granby School Committee and its Officers and Agents, to the Granby Educators' Association; the Town of Granby, the Granby School Committee and its Officers and Agents are no longer responsible for same."

ARTICLE XXII **DURATION**

The provisions of this Agreement shall be effective as of July 1, 2008. This Agreement shall continue and remain in full force and effect through June 30, 2011 and shall thereafter automatically renew itself for successive terms of one (1) year involved, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate the Agreement.

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

Chairman
Granby School Committee

President
Granby Educators' Association
Unit C

Date: _____

Secretary
Granby School Committee

Date: _____

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Appendix A

**GRANBY PUBLIC SCHOOLS
ADMINISTRATIVE SUPPORT STAFF SUMMATIVE EVALUATION**

During the _____ school year, _____ name _____, held the position of _____ . The following is a summative evaluation based on formal (see attached documentation) and/or informal observations during the year. The criteria for this evaluation is outlined in the Granby Secretarial Clerk, Unit C contract; July 1, 2005 – June 30, 2008.

Each area is rated as follows:

E – Excellent

S – Satisfactory

NI – Needs Improvement

Demonstrates the ability to use technology in the performance of his/her assigned position

E S NI

Comments:

Has appropriate knowledge of regulations and policies, which directly apply to the office to which he/she is assigned.

E S NI

Comments:

Regularly demonstrates ability to organize the workday as to be efficient and effective.

E S NI

Comments:

Demonstrates the ability to be flexible and adjust to changes in the work environment.

E S NI

Comments:

Contributes positively to creating a positive work environment that is supportive of the school's mission.

E S NI

Comments:

Maintains an appropriate standard of behavior. E S NI

Comments:

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

Comments:

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

Comments:

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

Comments:

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

Comments:

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

Comments:

Over all performance evaluation. E S NI

Comments:

Signature/date

Signature/date

