

GREENFIELD PUBLIC SCHOOLS

CONTRACT

Between

THE GREENFIELD SCHOOL COMMITTEE

And

ADMINISTRATIVE ASSISTANTS ASSOCIATION

July 1, 2018 – June 30, 2021

TABLE OF CONTENTS

ARTICLES

PAGE

	PREAMBLE.....	3
I	RECOGNITION.....	3
II	NEGOTIATION PROCEDURE.....	4
III	GRIEVANCE PROCEDURE.....	4
IV	WORK SCHEDULE & BENEFITS.....	5
	FULL-YEAR ADMINISTRATIVE ASSISTANTS.....	5
	SCHOOL-YEAR ADMINISTRATIVE ASSISTANTS.....	8
	PART-TIME ADMINISTRATIVE ASSISTANTS.....	8
	TEMPORARY EMPLOYMENT.....	9
V	SNOW DAYS.....	9
VI	SALARY, BENEFITS, & LEAVES.....	9
VII	VACANCIES.....	14
VIII	SENIORITY.....	14
IX	REDUCTION IN FORCE.....	15
X	PROTECTION.....	16
XI	PROFESSIONAL DEVELOPMENT.....	16
XII	PERFORMANCE EVALUATION (new)	17
XIII	SICK LEAVE BUY-BACK.....	17
XIV	GENERAL.....	17
XV	FAMILY MEDICAL LEAVE.....	18
XVI	EXHAUSTION OF SICK LEAVE.....	18
XVII	DURATION.....	19
	APPENDIX A: SALARY SCHEDULE.....	20
	APPENDIX B: EVALUATION.....	21
	APPENDIX C: HOURS.....	23

PREAMBLE

This contract is made effective this first day of **July 2018** by the **School Committee** of the Town of Greenfield, Massachusetts, (hereinafter referred to as the "Committee") and the Greenfield Public Schools **Administrative Assistants** Association (hereinafter referred to as the "Association").

ARTICLE I
RECOGNITION

- A. The Greenfield School Committee recognizes the Greenfield Public Schools Administrative Assistants Association as the exclusive representative of a unit consisting of all full-year and school-year, part-time and full-time Administrative Assistants. Included are: Administrative Assistants to Principals, Administrative Assistants for the Building (Middle School and High School, as applicable), Administrative Assistants for Food Service, Administrative Assistants for Special Education, Administrative Assistants in Guidance office **and Secretary/Tuition Coordinator at the Preschool.**

Not included are: Any Administrative Assistant and/or Executive Secretary in the offices of the Superintendent, Director of Business Services, and Transportation Department. Also excluded are any data entry, receptionist, and clerk personnel. Article I does not include temporary, student, summer, or part-time (working less than 20 hours per week) employees.

Definitions are included under Article IV.

- B. Unless otherwise indicated, employees in the above unit will be hereinafter referred to as the **Administrative Assistants** and the School Committee as **the Committee.**
- C. The management of the school system and the direction of the working force, including the right to plan, direct and control operations; to schedule and assign duties to employees; to establish standards and require employees to observe School Committee rules and regulations; to hire, layoff or relieve employees from duties; and to maintain order and to suspend, discipline and discharge employees for just cause; are the recognized reserved rights of the School Committee and/or their agents.

The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth, the School Committee and their agents therefore retaining all rights not otherwise specifically restricted by this Agreement.

The exercise by the School Committee and/or their agents 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.

- D. The Administrative Assistants agree that they will not object to any reasonable discipline imposed by the Committee or its agents upon any of its members should they be engaged in

any activities which tend to disrupt the harmonious relations of the schools, or which interfere with the efficient operations of the schools, or which do not create positive communication and interaction with students, staff, and families. The Administrative Assistants will attempt to dissuade such members from engaging in such activities.

During the term of this Agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slow-downs, or interference or interruption with the operations of the School Department by any employee or the Association.

Nor shall there be any strikes or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employers or associations) who are not signatory parties to this Agreement.

Employees who violate this provision 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 grievance as provided for in Article III of this Agreement.

ARTICLE II NEGOTIATION PROCEDURE

No later than November 1st of the period covered by this Agreement, both parties agree to enter into negotiations over a successor contract if either side notifies the other of a desire to open negotiations. An official of the Association can initiate negotiations.

ARTICLE III GRIEVANCE PROCEDURE

- A. Definition of a Grievance: A grievance is defined as a complaint by an Administrative Assistant or group of Administrative Assistants or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.
- B. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, clarification of concerns and equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of Administrative Assistants. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
- C. Informal Procedure: An Administrative Assistant having a grievance or concern shall, prior to filing it under the formal procedure, discuss the matter informally with an appropriate member of the administration, in an attempt to adjust it. Said Administrative Assistant may request a member of the Administrative Assistants Association to be present at such discussions and to state its views.

D. Formal Procedure - Level One:

An Administrative Assistant who feels that they have a grievance under this Contract will be required to reduce such to writing stating the time, place and alleged section of the Contract under which the grievance is being submitted, including resolution desired, within fifteen (15) working days of the alleged grievance. The alleged grievance shall be deemed waived unless initiated within the time frame referenced above.

Level Two:

1. If the aggrieved person is not satisfied with the disposition of his/her grievance or concern at level One, the grievance shall be presented in writing by the Administrative Assistant and a member of the Association to the Superintendent of Schools.
2. The Superintendent shall meet with the Administrative Assistant and a member of the Administrative Assistants Association in an effort to settle the grievance.

Level Three:

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered, the grievance shall be presented in writing to the School Committee. The ultimate decision on the grievance at Level Three will, however, be rendered by a majority of the School Committee.

- E. When it is necessary, pursuant to Article III, for a grievant and one (1) representative of the Association to attend a grievance hearing during a school day, the preceding individuals, upon prior notice to their principal or immediate supervisor and the Superintendent of Schools, will be released without loss of pay, as necessary, in order to permit appearances in the foregoing activities. The Association agrees these rights will not be abused. In the case of the class grievance, the applicable representative will be the Chairperson of the Professional Rights and Responsibilities Committee of the Association or his/her designee. In no case will there be more than two (2) representatives released without loss of pay.

ARTICLE IV
WORK SCHEDULE & BENEFITS

I. FULL-YEAR ADMINISTRATIVE ASSISTANTS:

- A. Full-year Administrative Assistants work 52 weeks a year. During the school year, Administrative Assistants are paid to work seven (7) hours each day except for the scheduled school vacations, when Administrative Assistants are paid to work six (6) hours each day. During the summer, Administrative Assistants are paid to work seven (7) hours each day for the two (2) weeks immediately following the close of the school year and seven (7) hours

each day for the two (2) weeks immediately preceding the opening of school. On the remaining scheduled workdays during the summer, Administrative Assistants are paid to work six (6) hours each day. The unpaid lunch period is scheduled with the Principal and can be 30 to 60 minutes in length. With approval of the building principal and Superintendent, the summer hour schedule may be adjusted.

- B. The specific hours that each office is open will be determined by the governing administrator and approved by the Superintendent. At the beginning of each year, the Administrative Assistant(s) in each building shall discuss with the supervisor how coverage for absences of the Administrative Assistant(s) and others will be arranged—by whom, when, and how.
- C. Overtime: Overtime will be paid when work exceeds 40 hours in the regular work week or when the Administrative Assistant is called back for an evening or weekend assignment. The rate of time and one-half will be determined by computing an hourly rate and multiplying this by 1.5. Hourly rate for 52-week Administrative Assistants is computed by multiplying 260 work days per year x 7 hours per day, less 45 hours to account for approx. 45 six-hour days (1775 hours), divided into the 52-week annual salary. Hourly rate for 43-week (213 days) Administrative Assistants is computed by multiplying 213 days per year x 7 hours per day, less 5 hours to account for 5 six-hour days (1486 hours), divided into the 213-day annual salary.

All overtime must have the pre-approval of the Supervisor or Superintendent or his/her designee prior to performing such and be documented on time cards, submitted by the end of each week.

Administrative Assistants may leave work sixty (60) minutes after dismissal on early dismissal days before holidays.

- D. Paid Holidays: The following thirteen (13) days shall be paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Patriots Day	& Day Following Thanksgiving
Memorial Day	Day prior to Christmas
Fourth of July	& Christmas Day
Labor Day	

If a holiday falls on Sunday, it shall normally be observed on the following Monday. The School Committee reserves the right to designate an alternative day off in lieu of extra pay for holidays falling on Saturday and/or Sunday which do not affect the regular school Calendar. This does not alter the number of eligible holidays covered under Article IV, Section D. An employee called in to work on a holiday will be paid for time worked in addition to holiday pay.

E. Vacations:

1. The date for determining eligibility for vacation shall be July 1 of each year.
2. All full-year Administrative Assistant employees who have completed over thirty (30) weeks of continuous service as of July 1 and under five (5) years of continuous service shall receive two (2) weeks paid vacation.
3. All full-year Administrative Assistant employees who have been employed for less than thirty (30) weeks on July 1, shall receive one (1) day's paid vacation for each month or major portion thereof of continuous service. Said vacation time will be available after July 1 and shall be used during the first full year of employment.
4. All full-year employees who have completed more than five (5) years of continuous service as of July 1 shall receive three (3) weeks vacation and those employees who have completed more than ten (10) years of continuous service as of July 1 shall receive four (4) weeks paid vacation. Any time in excess of two (2) weeks vacation must be taken at the convenience of the school system.
5. Date of eligibility for vacation (July 1st as per E-1) shall require that a person be an active employee for pay purposes as of June 1 previous to the fiscal calendar year for which the vacation benefits are being determined or paid.
6. Employees who have worked continuously in excess of five (5) years will be eligible for two (2) weeks paid vacation upon retirement provided such retirement is taken after 120 days of a contract year have taken place. This will be in addition to any vacation time earned in Paragraph 5 above and not used at the date of retirement. Employees who leave for reasons other than retirement must comply with Paragraph 4 above.
7. Full-year employees who schedule all their vacation time during school vacations will be entitled to one (1) additional vacation day when school is not in session.
8. All full year employees who have completed more than twenty (20) years of continuous service as of July 1 shall receive five (5) weeks paid vacation. The fifth (5th) week shall be scheduled with the advance approval of the Superintendent. Full year employees may not take vacation time during the two (2) weeks before school starts.

II. SCHOOL-YEAR ADMINISTRATIVE ASSISTANTS:

- F. School-Year Administrative Assistants work forty-three (43) weeks. School year administrative assistants work the 183 days that teachers work plus 20 days additional during the summer break. The twenty (20) additional days typically involve ten (10) days before teachers return, five (5) days after school ends, and five (5), floating, six (6) hour days during the summer, scheduled at the principal's discretion. School-year administrative assistants are paid to work seven (7) hours each day except for the five (5) floating days during the summer, which are six (6) hours/day.
- G. The specific hours of work will be determined by the governing administrator and approved by the Superintendent.

Administrative assistants shall not be required to call substitutes prior to the scheduled start of their work day unless by mutual agreement with their administrator.

- H. 1. The following ten (10) days shall be paid holidays*:
 - New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Day Following Thanksgiving
 - Day Prior to Christmas
 - Christmas Day

* If the administrative assistant is assigned to work the week of either Presidents Day or Patriots Day, these days will be paid holidays.

- 2. The School Committee reserves the right to designate an alternative day off in lieu of extra pay for holidays falling on Saturday and/or Sunday which do not affect the regular school calendar.
- 3. Administrative Assistants may leave work sixty (60) minutes after dismissal on early dismissal days before holidays.

PART-TIME ADMINISTRATIVE ASSISTANTS (full year or school year):

- I. Part-time administrative assistants are those paid to work more than twenty (20) hours per week but less than thirty-five (35) hours per work. The specific hours and days will be determined by the governing administrator and approved by the Superintendent.
- J. Eligible Benefits for part-time administrative assistants will be pro-rated.

TEMPORARY EMPLOYMENT:

- K. Temporary employment is defined as work for a period of less than 43 weeks, either full time or part time, that is situational without continuation beyond its term. Written notice shall be given at the time of hire or transfer regarding the duration of temporary employment.

NEW ARTICLE V
SNOW DAYS

- L. When school is delayed or cancelled, the schedule for Administrative Assistants is as follows:
 - 1. One (1) hour delay of school: thirty (30) minute delay for Administrative Assistants.
 - 2. Two (2) hour delay of school: ninety (90) minute delay for Administrative Assistants.
 - 3. **When school is cancelled due to weather conditions, Administrative Assistants may work an abbreviated day. The length of the work day may be adjusted 120 minutes, either at the beginning or end of the work day based on weather conditions, at the discretion of the principal/supervisor. The work day may be further reduced at the discretion of the Superintendent or designee. Any alteration to the work day must be approved by the building principal or supervisor.**
 - 4. State of Emergency declared: all buildings are closed and work is excused without having to take benefit time.

ARTICLE VI
SALARY, BENEFITS & LEAVES

- A. All new hires will start at Step 1 of the Administrative Assistant salary schedule (see Appendix B) unless waived by the Superintendent.
- B.
 - 1. Full-time administrative assistants will be paid biweekly on a weekly rate as set forth in Appendix A attached hereto. School-year administrative assistants will be paid the weekly wage in either twenty-two (22) equal pays or twenty-six (26) equal pays.
 - 2. The formula used to calculate bi-weekly pay is as follows:

$$\begin{aligned} \text{Weekly Pay} \div 5 &= \text{Daily rate} \\ \text{Daily rate} \times 213 \text{ days} \div 22 \text{ pays} &= \text{bi-weekly pay or} \\ \text{Daily rate} \times 213 \text{ days} \div 26 \text{ pays} &= \text{bi-weekly pay} \end{aligned}$$

- C.
 - 1. Changes upward for one step increment will be automatic on July 1 of any year

except for employees who have received an evaluation indicating their work is unsatisfactory in whole or in part and they are considered an at-risk employee.

2. Any increment shall be granted as of July 1 of any calendar year.

D. Sick Leave - Full-Year:

1. a. Each full-year administrative assistant is entitled to leave of absence for disability with full pay up to sixteen (16) working days in each contract year. It is further agreed that during the first year of employment an administrative assistant becomes eligible for sick leave at the rate of 1.5 days for each calendar month employed until sixteen (16) days total has accrued. **For administrative assistants hired before July 1, 2015**, unused sick leave shall be accumulated from year to year without limitation so long as the administrative assistant remains continuously in the service of the School Committee. **For administrative assistants hired on or after July 1, 2015**, unused sick leave shall be accumulated from year to year up to eighty (80) days.
 - b. To be eligible for sick leave credit, an employee must have worked not less than 100 days in the aggregate in the year prior to 1 July of the year for which the employee is seeking the sick leave credit. If an employee has not met the 100 days in the aggregate condition, sick leave will be earned at the rate of 1.5 days for each month worked after 1 July for the contract year involved until sixteen (16) days total has accrued.
 - c. The Superintendent's office will notify each full-time administrative assistant, in writing, of the total number of sick days they have accumulated at the beginning of each contract year.
2. The Superintendent or his/her designee may require that absences of five (5) or more consecutive school days because of disability be certified by a physician. The Superintendent may require re-certification every fifteen (15) days.
3. The Association agrees to investigate and recommend to the Superintendent appropriate disciplinary action if it shall come to the Association's attention that an administrative assistant has abused the sick leave provided herein. Abuse of sick leave may be deemed grounds for reprimand and/or loss of pay (to the extent of the absence by abuse) with or without the recommendation of the Association. Repeated abuse of the sick leave provision shall be considered grounds for dismissal in accordance with current statutes.
4. Female employee's health-related absences caused by or related to pregnancy, miscarriage, abortion, childbirth and recovery there from shall be treated as

temporary disabilities, and as such, accumulated sick leave shall be available for use during periods of such disability.

5. Each administrative assistant will be allowed to use up to five (5) days of sick leave each contract year for illness in the immediate family. Immediate family is defined to include spouse, partner, children, step and foster children, parents, step parents, grandparents, grandchildren, parents-in-law, sister, brother, sister-in-law or brother-in-law, a member of the immediate household living in the home of the administrative assistant, or individual for whom the administrative assistant has acted as a parent or legal guardian.
6. Each administrative assistant will be allowed up to ten (10) days paid parenting leave deducted from sick leave for child care purpose as a mother or father upon the birth or adoption of a child. This time may be taken as unpaid leave if the employee does not have sufficient accumulated sick leave.

E. Emergency, Bereavement, and Other Leaves

1. Up to five (5) school days absence per incident of death may be granted, with full pay, in the event of death in the administrative assistant's immediate family. Immediate family is defined to include spouse, partner, children, step and foster children, parents, step parents, grandparents, grandchildren, parents-in-law, sister, brother, sister-in-law or brother-in-law, a member of the immediate household residing with the administrative assistant, or individual for whom the administrative assistant has acted as a parent or legal guardian.
2. One (1) school day may be granted with full pay in the event of a death of a relative other than specified in Paragraph 1 of this section, to attend the funeral, with the approval by the school principal, if coverage can be arranged.
3. Each administrative assistant may be granted three (3) emergency days each school year, for the purpose of transacting or attending to emergency matters. The applicant for such leave shall make written application but need not state the reason for taking such leave, other than it is being taken under this paragraph. Leaves of absence under this section will not be granted for days immediately preceding or following school vacations or holidays. Advance notice although desirable for this leave, is not required. Unused emergency days will accumulate as sick days.
4. Administrative assistants may be granted emergency leaves of absence with pay at the discretion of the School Committee or their designee. The length of such leave shall be subject to approval by the School Committee or their designee.
5. Administrative assistants may be granted leaves of absence without pay at the discretion of the Superintendent or his/her designee. The length of such leave shall

be subject to approval of the School Committee or their designee.

6. After five (5) years continuous service, administrative assistants will be eligible to be considered for a one year's leave of absence without pay upon submission of adequate justification as determined by the Superintendent of Schools with no loss of seniority or benefits accrued up to the start of such leave. If an employee fails to pay the required insurance premium during such leave and thereby allows the policy to lapse, insurance coverage upon return of work will be on the same basis as for new employees. All such leaves will be requested in writing at least thirty (30) days prior to commencement of the leave, and under no circumstances will the leave encompass more than one (1) school year.
7. **Administrative Assistants may be granted up to two (2) days off per year to observe sincerely held religious beliefs. The employee must apply for these days at least one (1) week in advance and provide details as to the religious significance of the days.**

F. Sick Leave - School-Year Administrative Assistants:

1.
 - a. Each school-year administrative assistant is entitled to leave of absence for disability with full pay up to fifteen (15) working days in each school year in which he/she is serving in the Greenfield Public Schools as of the first day of said school year whether or not he/she reports for duty on that day.
 - b. In the first year of employment, sick time will accrue at a rate of 1 1/2 days per month until a total of fifteen (15) days has accrued.
 - c. **For administrative assistants hired before July 1, 2015**, unused sick leave shall be accumulated from year to year without limitation so long as the administrative assistant remains continuously in the employ of the School Committee. **For administrative assistants hired on or after July 1, 2015**, unused sick leave shall be accumulated from year to year up to eighty (80) days.
 - d. Each school-year administrative assistant will be notified, in writing, by the Superintendent's office, of the total accumulated sick leave that he/she has at the beginning of each school year.
2. The Superintendent or his/her designee may require that absences of five (5) or more consecutive school days because of disability be certified by a physician. Re-certification may be required every fifteen (15) calendar days.
3. Female employee's disabilities caused by or related to pregnancy, miscarriage, abortion, childbirth and recovery there-from, shall be treated as temporary

disabilities, and as such, accumulated sick leave shall be available for use during periods of such disability.

4. Each administrative assistant will be allowed to use up to five (5) days of sick leave each contract year for illness in the immediate family. Family is defined as spouse, child, parents and member of the immediate household living in the home of the administrative assistant.
5. Each administrative assistant will be allowed up to ten (10) days paid leave deducted from sick leave for child care purpose as a mother or father upon the birth of a child. This time may be taken as unpaid leave if the employee does not have sufficient accumulated sick leave.

G. Emergency Leave - School-Year Administrative Assistants:

1. Up to five (5) school days absence per school year may be granted, with full pay, in the event of death in the school-year administrative assistant's immediate family. Immediate family is defined to include spouse, children, parents, grandparents, grandchildren, parents-in-law, sister, brother, sister-in-law, brother-in-law, a member of the immediate household residing with the school-year secretary or individual for whom the administrative assistant has acted as a parent or legal guardian.
2. One (1) school day may be granted with full pay in the event of a death of a relative other than specified in Paragraph 1 of this section, to attend the funeral.
3. Each administrative assistant may be granted three (3) emergency days each school year, for the purpose of transacting or attending to emergency matters. The applicant for such leave shall make written application but need not state the reason for taking such leave, other than it is being taken under this paragraph. Leaves of absence under this section will not be granted for days immediately preceding or following school vacations or holidays. Advance notice although desirable for this leave, is not required. Unused emergency days will accumulate as sick days.
4. School-year administrative assistants may be granted emergency leaves of absence with pay at the discretion of the School Committee or their designee. The length of such a leave shall be subject to School Committee approval.

- H. All persons covered under this contract and eligible for health and life insurance will have deductions made unless proper waiver cards as furnished by the employer are executed and filed with the Superintendent of Schools. Every new employee will be notified of this requirement in writing.

Upon signing of appropriate authorization cards, the persons covered under this contract may

have the following payroll deductions:

1. Tax Sheltered Annuity Premiums. Such contracts for tax sheltered annuities must be received in the school business office no later than April 1 of any given school year.
2. Savings Deposits to Franklin County Employees Credit Union.
3. United Way Contributions.
4. Health Insurance. The School Committee agrees to continue to provide secretaries with the same health insurance plan as provided to Town Employees.
5. Life Insurance. The School Committee agrees to provide secretaries with a minimum of \$10,000 of life insurance coverage.

If the Town, by a change in Town by-laws, provides additional coverage for Town employees, or agrees to apply a larger share of the premiums, then such improvements will be granted to secretaries at the same time.

- I. The Committee shall provide all administrative assistants with an annual verification letter that states each employee's Salary Schedule Step, hourly rate of pay, and yearly rate of pay.

ARTICLE VII VACANCIES

- A. Every vacancy covered by this contract that the Superintendent determines to fill will be posted within fourteen (14) calendar days of the deadline set for applications. Any person covered by this agreement who desires to fill any vacant, posted position shall file written application with the Superintendent or his/her designee within three (3) working days after the position has been posted.
- B. An administrative assistant will be transferred to the vacant position if it is determined he/she is qualified by the Superintendent of Schools. Said determination is not subject to the grievance procedure beyond level two.
- C. A copy of the posted position will be sent to the current Association President for the administrative assistants as recorded in the office of the Superintendent of Schools.

ARTICLE VIII: SENIORITY

Seniority in the Administrative Assistant unit is counted from the first day of contract as an Administrative Assistant and is calculated each year on July 1st. Administrative Assistants receive one full year seniority credit for each full year of work, whether school year or full year.

Part-time workers 20 hours or less/year are not included under Article I and they do not accrue seniority. In an initial year that is a partial year, seniority is credited by the month.

Final contract 06.12.19 jkw

Seniority does not accrue during 1) leave of absence or, 2) time out of work for Reduction in Force. All seniority is lost when an Administrative Assistant voluntarily retires or resigns.

Work as a temporary Administrative Assistant does not count toward seniority unless in the following year the Administrative Assistant is hired in the same job as a permanent employee.

The Committee will annually provide an updated Seniority List to the Association on or before October 1.

ARTICLE IX
REDUCTION IN FORCE (Position)

- A. When it is necessary to reduce the number of administrative assistants, those affected by a lay-off will be notified in writing thirty (30) days prior to the time the lay-off will take place.
- B. An administrative assistant whose position is eliminated shall:
 - 1. Be transferred to an open administrative assistant position for which he/she is qualified as determined by the Superintendent of Schools or his/her designee.

If this is not possible, then, he/she may:

- 2. replace an administrative assistant with the least seniority than the individual whose position has been eliminated provided the individual is qualified to fill such as determined by the Superintendent of Schools or his/her designee. Should a position previously reduced reopen within one year, the administrative assistant who was displaced should have first consideration subject to final determination by the Superintendent.

In cases of (1) or (2), final determination rests with the Superintendent of Schools and such decision is not subject to grievance beyond Level Two (Article III, Section D).

- C. Employees who have been laid off shall be entitled to recall rights for a period of two (2) years from the effective date of their lay-off.
- D. Reduction of Hours: When it is necessary to reduce the hours of an administrative assistant position, the employee affected by the reduced hours will be notified in writing thirty (30) days prior to the time the reduction of hours will take place.

An administrative assistant whose position is reduced in hours shall:

Have the opportunity to be transferred to an open administrative assistant position for which he/she is qualified as determined by the superintendent of schools or his/her designee.

If this is not possible, then, he/she may:

- 1. Bump an administrative assistant with the least seniority provided the bumping

- individual a) is qualified to fill such position as determined by the superintendent of schools or his/her designee and b) has more seniority.
2. Should additional hours of employment come available within a year for the position that lost hours, the administrative assistant whose position was reduced should have consideration subject to the final determination by the superintendent of schools or his/her designee.
 3. Any full-time employee, school year or full year, whose hours might be reduced below 20 hours will retain leave benefits.

ARTICLE X
PROTECTION

- A. Whenever an administrative assistant is absent from school as a direct result of personal injury caused by an accident or an assault and battery related to proper and direct performance of his/her school employment as determined by the Superintendent, he/she will be paid his/her salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for a period equal to the total dollar value of accumulated sick leave at the time of the accident or injury as described in this section.
- B. Administrative assistants will immediately report all cases of injury or assault and battery suffered by them in connection with their school employment to the Superintendent of Schools in writing. This report will be forwarded to the Committee which will authorize the Superintendent to comply with any reasonable request from the administrative assistant for information in its possession relating to the incident or the persons involved.
- C. If criminal or civil proceedings are brought against a secretary in connection with their school employment, the Committee will select and furnish legal counsel to defend them in such proceedings if they request such assistant.

ARTICLE XI
PROFESSIONAL DEVELOPMENT

- A. The Committee will pay the reasonable expenses (including fees, meals, lodging, and transportation) incurred by administrative assistants who attend workshops, seminars, conferences, or other professional improvement sessions, attendance to which he/she has received advance approval or has been requested by the Superintendent or his/her designee to attend.
- B. A stipend of \$250 will be offered to 1-3 administrative assistants for coordinating professional development seminars and trainings for administrative assistants based on the needs and interests of administrative assistants and supervisors. The goal is improving professional skills and office management. Programs will be designed to take place on half-days when school is not in session, when possible.

- C. Administrative Assistants who participate in at least one professional development program sponsored by the school system will receive a one-time \$100 stipend payable with the first payroll of the next school year.

ARTICLE XII
PERFORMANCE EVALUATION

An annual performance evaluation will evaluate the job performance of each bargaining unit member covered under Article I. The parties agree to meet and revise the current Performance Evaluation protocol, to be completed by April 30, 2015, and thereafter attached to this agreement as Appendix B.

ARTICLE XIII
SICK LEAVE BUY-BACK

- A. Each administrative assistant hired before July 1, 2015 who has completed fifteen (15) years of service in the Greenfield school system shall be paid twenty percent (20%) of any unused accumulated sick leave at the per diem rate at the time of retirement or death in a lump sum payment.

ARTICLE XIV
GENERAL

- A. If any provision of this Agreement, or any application of the agreement to an employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that any such matters not covered herein have voluntarily been withdrawn as part of the consideration for the making of this Agreement, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. The Association recognizes that the School Committee shall not be obligated to provide any of the benefits set forth in this Agreement, or comply with any of its provisions, in the absence of the applicable Town Council meeting providing the necessary funds to provide the wage adjustment included. The Employer, however, shall be obligated to seek Town Council approval and shall exercise its best efforts to obtain approval. Compliance by both parties with Massachusetts General Laws Chapter 150E, Section 7b, as amended by Proposition 2½, will prevail if Town Council approval is not secured.

ARTICLE XV
FAMILY MEDICAL LEAVE

In compliance with the School Department's policy to implement and administer the provisions of the Family Medical Leave Act (FMLA) of 1993, the School Department and the Union agree the FMLA leave policy governs events such as:

1. the birth, adoption, or foster care placement of a child and for care of that child;
2. the serious health condition of a spouse, spousal equivalent or life partner, child, or parent of the employee;
3. the employee's own serious health condition.

Pursuant to the policy, all eligible employees are entitled to take up to twelve (12) weeks of unpaid family medical leave during a twelve (12) month period as provided for under the FMLA policy definitions and procedures and in conjunction with:

1. as provided for under any applicable leave contained elsewhere in this Agreement; and,
2. as outlined in the "Paid Leave and Benefits" section of the FMLA policy; and
3. any paid leave provided by this Agreement shall run concurrently with and not in addition to any unpaid leave.

The School Department and the Union hereby affirm and adopt the Massachusetts Small Necessities Act whereas employees are entitled to 24 hours of unpaid leave time in addition to any FMLA leave. Any paid leave as provided elsewhere within this agreement shall run concurrently with and not in addition to any unpaid leave. Such leave includes:

1. School activities involving the educational advancement of the employee's child;
2. To accompany the employee's child to a routine medical or dental appointment;
3. To accompany the employee's elderly parent (60 or older and related by blood or marriage) to routine medical or dental appointments or for appointments for other professional services related to the elder's care.

ARTICLE XVI
EXHAUSTION OF SICK LEAVE

An administrative assistant, who has exhausted his /her individual sick leave due to a catastrophic illness or accident, may request that a special sick leave account be established in his or her behalf. Upon request, the Superintendent shall establish said account, which shall consist of voluntary donations from vacation leave or emergency days from each administrative assistant who elects, in his or her sole discretion, to make a donation. An employee shall be entitled to that number of days, voluntarily donated by members to be used as sick leave during the period of illness or incapacity. A decision to donate or refrain from donating to an employee's special sick leave account shall not be

subject to the grievance /arbitration provision of this Agreement. No employee may make more than one (1) request during his or her employment with the Greenfield Public Schools.

ARTICLE XVII
DURATION

- A. The provisions of this Agreement shall be in effect the first day of July 1, 2018 through June 30, 2021. If negotiations for a successor Agreement are not completed by June 30, 2021, the provisions of this Agreement will remain in full force and effect until said successor Agreement is executed. Provided, however, either party can terminate this Agreement after June 30, 2021, by serving written notice of their intention to terminate the Agreement. Said written notice must be served at least forty-five (45) days prior to the actual termination.

IN WITNESS WHEREOF, the parties set their hands and seals this 14th day of June 2019.

GREENFIELD PUBLIC SCHOOLS
ADMINISTRATIVE ASSISTANTS ASSOCIATION

GREENFIELD SCHOOL COMMITTEE

BY: Brenda J King
President

BY: Adrian M. Minsky
Chairperson

DATE: 6/14/19

DATE: 6/14/19

APPENDIX A
SALARY SCHEDULE

<u>Old Step</u>	<u>New Step</u>	<u>FY19</u> <u>Weekly</u>	<u>FY20</u> <u>Weekly</u>	<u>FY21</u> <u>Weekly</u>
Step 1	Step 1	\$611.52	\$620.69	\$630.00
Step 2	Step 2	\$621.24	\$630.56	\$640.02
Step 3	Step 3	\$638.02	\$647.59	\$657.30
Step 4	Step 4	\$652.00	\$661.78	\$671.71
Step 5	Step 5	\$664.54	\$674.51	\$684.63
Step 6	Step 6	\$681.31	\$691.53	\$701.90
Step 7	Step 7	\$693.87	\$704.28	\$714.84
Step 8	Step 8	\$709.25	\$719.89	\$730.69
Step 9	Step 9	\$717.20	\$727.96	\$738.88
Step 10	Step 10	\$735.13	\$746.16	\$757.35
Step 10A	Step 11	\$753.51	\$764.81	\$776.28
Step 10B	Step 12	\$772.35	\$783.94	\$795.69
Step 10C	Step 13	\$791.65	\$803.52	\$815.58
Step 11	Step 14	\$811.45	\$823.62	\$835.98
Step 11A	Step 15	\$831.55	\$844.21	\$856.87
Step 11B	Step 16	\$852.33	\$865.31	\$878.29

<u>Longevity</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
12 Yrs	\$ 0.36	\$ 0.37	\$ 0.37
13 Yrs	\$ 0.41	\$ 0.42	\$ 0.42
14 Yrs	\$ 0.46	\$ 0.47	\$ 0.47
15 Yrs	\$ 0.51	\$ 0.52	\$ 0.53
16 Yrs	\$ 0.56	\$ 0.57	\$ 0.58
17 Yrs	\$ 0.62	\$ 0.63	\$ 0.64
18 Yrs	\$ 0.67	\$ 0.68	\$ 0.69
19 Yrs	\$ 0.72	\$ 0.73	\$ 0.74
20 Yrs	\$ 0.77	\$ 0.78	\$ 0.79

APPENDIX B
PERFORMANCE REVIEW
GREENFIELD PUBLIC SCHOOLS
Administrative Assistant Evaluation

Employee being evaluated: _____ School Year: _____

Position: _____ Location: _____

Principal: _____

Administrative Assistant will be evaluated a minimum of 1x a year by the principal by March 1. Any personnel receiving a rating of 2 or 1 will set goals with the principal by April 1st and set a date for reevaluation.

A four point evaluation is used on this form:

- (4) **Exceeds Expectations**—performs work accurately, completely and timely and has no categories below satisfactory.
- (3) **Meets Expectations** - meets expectations
- (2) **Needs Improvement** – growth is considered necessary
- (1) **Unsatisfactory** - performance and results are unacceptable

Evaluation Conference Date: _____

Measurable Performance Improvement Targets for next cycle, if any.

Please note any specific accomplishments and achievements during this evaluation cycle.

What should this employee change or improve upon?

The overall performance of this employee is:			
Unsatisfactory _____	Needs Improvement _____	Meets _____	Exceeds _____

Employee's Signature: _____ Date: _____

Evaluator/s's Signature: _____ Date: _____

Signature of the employee attests to the fact the evaluation has been received and does not necessarily indicate agreement.

Performance Ratings

Rating	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Proficiency of Work Able to perform work accurately, completely and in a timely way. Writes in a clear, concise and well organized manner.				
Attendance and Punctuality Maintains regular and punctual attendance.				
Communication Conveys information clearly and effectively in a polite, tactful and courteous manner.				
Cooperation/Work Behaviors Interacts well with others; demonstrates courtesy, cooperation with staff, students and community. Willingness to respond to request from supervisor/s.				
Judgement Exercises discretion and confidentiality when dealing with all matters related to job.				
Job Procedures/Knowledge: Attends trainings and possesses necessary information about various job processes in order to finish assignments within a reasonable time frame, i.e. MUNIS.				
Dependability: Can be relied upon to do what is required and works well with others to solve common problems. Can multi-task when necessary.				

Employee Comments:

<p>For Office Use Only: Summary Performance Rating: _____ Date of Next Review: _____ If Summary Performance or a specific area is marked 1 or 2, training will be provided, if necessary. Training Received: _____ Date: _____ Training Received: _____ Date: _____</p>

OFFICE HOURS

Typical hours for Administrative Assistants are as follows:

- **Central Office Administrative Assistants 8:00 AM – 4:00 PM**
- **Academy of Early Learning 8:00 AM – 3:30 PM**
- **Elementary Schools 8:00 AM – 3:30 PM (not including ELT)**
- **Middle School 7:30 AM – 3:30 PM (not including ELT)**
- **High School 7:30 AM – 3:30 PM**

The above hours do not reflect ELT or any other extended time. Exceptions to the above may be brought to the Superintendent for consideration and review. However, cumulative regularly scheduled work hours shall not be altered without bargaining.

- **Overtime hours must have pre-approval by the building principal or supervisor in order to be eligible for overtime pay.**