



**GREENFIELD PUBLIC SCHOOLS
195 Federal Street, Suite 100
Greenfield, MA 01301**

AGREEMENT

between

THE GREENFIELD SCHOOL COMMITTEE

and

THE GREENFIELD EDUCATION ASSOCIATION, UNIT C

July 1, 2019 – June 30, 2022

INDEX

ARTICLE		PAGE
I	RECOGNITION	3
II	NEGOTIATIONS PROCEDURE	3
III	GRIEVANCE PROCEDURE	4
IV	WAGES AND BENEFITS	6
V	WORK DAY, YEAR, DUTIES	10
VI	TRANSPORTAION	12
VII	ASSIGNMENTS	12
VIII	SICK LEAVE	15
IX	LEAVES	16
X	SICK LEAVE BUY-BACK	18
XI	PROTECTION	18
XII	GENERAL	18
XIII	AGENCY FEE	19
XIV	TRANSFERS TO TEACHER BARGANING UNIT	20
XV	REOPENER	20
XVI	CERTIFICATION	20
XVII	LEADERSHIP: INDUCTION & ORIENTATION	20
XVIII	DURATION	21
XVIII	ANTI-DISCRIMINATION	21
	APPENDIX A: Salary	22
	APPENDIX B: Benefits	24
	APPENDIX C: Annual Performance Review	25

ARTICLE I
RECOGNITION

The Committee recognizes the Greenfield Education Association for purposes of collective bargaining as the exclusive representative of Unit C, consisting of all Instructional Assistants, Building Monitors, Occupational Therapy Assistants, Physical Therapy Assistants, Speech/Language Assistants, **Full-Time Substitutes**, and Behavior Interventionists of the Greenfield School System who are scheduled for twenty (20) hours or more in a school week on a regular basis and have worked the probationary **ninety (90) days**. Excluded are temporary personnel. Temporary personnel are defined as full-time or part-time personnel hired for less than one year on a temporary basis and without expectation of continuing employment.

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 determine the means, methods, processes, materials, and schedules; to establish standards and require employees to observe School Committee rules and regulations; to request a medical evaluation to assure health for essential position functions; to hire, lay-off or relieve employees from duties; and to maintain order and to suspend, demote, discipline and discharge employees for just cause, are the recognized reserved rights of the School Committee.

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

The exercise by the School Committee 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 II
NEGOTIATIONS PROCEDURE

- A. No later than January of the calendar year in which this Agreement expires, the Committee and the Association agree to enter into negotiations over a successor agreement concerning all matters permissible by the Law of this Commonwealth to be the subject of collective bargaining. Within two (2) weeks of date of said agreement to negotiate a joint meeting will be scheduled for the purpose of establishing guidelines under which negotiations will take place. Guidelines will be in writing and signed and executed by the designees of both parties. Within thirty (30) calendar days of the aforesaid negotiation guideline meeting, the first negotiations meeting shall be held at a mutually acceptable time and place. Any successor agreement so negotiated will be reduced to writing and signed by the Committee and Association.
- B. During negotiations, the Committee and Association will present relevant data, exchange points of view and make proposals and counter-proposals. Both parties agree to conduct

such negotiations in good faith and to deal openly and fairly with each other on all matters.

- C. During the term of this Contract, negotiations may be re-opened by mutual consent to cover specific issues that may arise. If an agreement is reached an addendum to this Contract will be ratified and signed by both parties and added to the Contract.
- D. The Committee agrees not to negotiate with any employee organization other than the organization recognized herein as the exclusive bargaining agent during the term of this Agreement.

ARTICLE III GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as a complaint by any **Unit C member** group of **Unit C members**, or the Association that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.

B. General Provisions

1. The Association shall have the right to be present and to participate in the processing of any grievance at any level once a grievance has been formally submitted in writing. In addition, at any time during an informal proceeding employees can request to have a union representative with them.
2. The time limits specified mean calendar days exclusive of vacation and are to be considered as maxima with every effort made to expedite the process. However, the time limits specified may be extended by mutual consent, in writing.
3. No reprisals of any kind will be taken against any party by reason of participation in a grievance. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.
4. Responses at all levels of the grievance procedure shall indicate clearly the rationale for the decision and shall be communicated, in writing, to the grievant(s), the President of the Association, and the Chairperson of the Committee.
5. Any grievance filed by an employee may be terminated at any stage of the grievance procedure by the employee or the Association, but any grievance terminated by an employee may not be continued by the Association.
6. A grievance shall be deemed waived unless it is submitted in writing within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

7. During the first ninety (90) days of employment, Unit C members do not have access to this Grievance Process.

C. Purpose

The purpose of this procedure is to secure at the lowest level, equitable and prompt solutions to problems which may arise under this Agreement and to clarify issues of concern and the details of the contract that apply or are in question. The Committee and the Association desire that such procedure shall remain as informal and as confidential as may be appropriate and nothing in this contract shall be construed as limiting the rights of any **Unit C member** having a grievance to discuss the matter informally with any appropriate member of the administration provided the adjustment of the grievance is not inconsistent with the terms of this contract. Nothing in this contract shall be construed as limiting the Association from bringing other matters before the Committee in a manner other than as a grievance.

D. Informal Procedure

Any **Unit C member** having a complaint sufficient to state a grievance under the above definition shall, prior to filing it under the formal procedure, discuss the matter informally with his/her principal or immediate supervisor in an attempt to adjust it. Such discussion should be held no more than seven (7) calendar days from the time the **Unit C member** knew or should have known of the act or condition on which the grievance is based. Said **Unit C member** may request the Association be present and state its views. A reasonable attempt by all parties must be made to secure a solution via the informal procedure stated above. The Association may initiate the normal grievance at whatever level the Association deems appropriate but not beyond Level Two.

E. Grievance Levels

1. LEVEL ONE: The **Unit C member** or the Association shall present the grievance to the principal or immediate supervisor, **in writing**, within ten (10) calendar days after completion of the informal procedure. The written grievance shall indicate the particulars of the complaint, including dates and circumstances where applicable, and the portion(s) of the Contract on which the grievance is based. Once submitted, the content of the grievance may not be changed. The grievance shall be discussed by the aggrieved and the supervisor, who shall answer the grievance within seven (7) calendar days of its receipt.
2. LEVEL TWO: If the **written** grievance has not been resolved to the satisfaction of the grievant(s) and/or the Association, the grievant or the Association may, within seven (7) calendar days, submit the grievance, in writing, to the Superintendent or his/her designee. The grievance shall be discussed by the aggrieved and the Superintendent or his/her designee, who shall answer the grievance within seven (7) calendar days of its receipt.

3. LEVEL THREE: If the **written** grievance is not resolved to the satisfaction of the grievant(s) and/or the Association, the grievant(s) or the Association may, within seven (7) calendar days, submit the grievance, in writing, to the Committee. Within fourteen (14) calendar days after receipt of the grievance, the majority of the Committee shall meet with the grievant(s) for the purpose of hearing the grievance. The Committee shall answer the grievance, in writing, within seven (7) calendar days after completion of such hearing(s).
4. LEVEL FOUR: If the **written** grievance is not resolved to the satisfaction of the Association, the Association may, within fourteen (14) calendar days following receipt of the Committee response, submit the grievance to arbitration in accordance with the then applicable Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be rendered, in writing, as soon as possible and shall be final and binding on both the Committee and the Association only in the case of those grievances resulting from interpretation or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
5. The cost of the arbitrator shall be borne equally by the Committee and the Association.

ARTICLE IV
WAGES AND BENEFITS

A. Wages

The wages of all persons covered by this Agreement are set forth in APPENDIX A, which follows and is made a part hereof.

1. **Instructional Assistants** shall have separate lines on their paychecks for regular, substitute, bus, and longevity pay, hourly rate of pay, and number of hours worked.
2. All hourly personnel will complete timesheets turned in each Friday or the last day of the workweek to the principal or principal's designee. The employee should compute the hours and sign, assuring the data is correct.
3. Expanded Learning Time (ELT) wages will be identified, as applicable.
4. **Unit C members** will be paid on an average annual basis, with a full year **Unit C members'** pay being averaged over twenty-two (22) or twenty-six (26) pay periods, starting with the first payday after school is opened. **Unit C members** who start work after the beginning of the school year or leave the school system during a school year will have their pay annualized and pro-rated. **Unit C**

members must notify the Payroll Department by August 1st if they are selecting twenty-six (26) instead of the default twenty-two (22) pay periods.

5. **Pay will be annualized as follows:**

- **Preschool Instructional Assistants** will have pay annualized for the number of days preschool is in session according to the school calendar, plus the same professional development as all other instructional assistants.
- **Non-Preschool Instructional Assistants** will have pay annualized for 182 days, paid holidays and 6 hours of building based in-service. In-service will be paid as worked and submitted by timesheets and attendance records.
- **Building Monitors** will have pay annualized for a total of 190 days including the 180 days that school is in session, plus ten (10) additional days immediately before or after the school year as assigned by the building principal or Superintendent of Schools.
- **OTA/PTA/SLA/BI** will be based on the needs of the district and established in consult with the Superintendent or his/her designee.

B. **Benefits**

All persons covered under this contract and eligible for health and life insurance and who meet the requirements of the City of Greenfield for such coverage 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 the appropriate authorization cards, 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 by the School Business Office no later than April 1st of any given school year.)
2. Savings Deposits to Franklin First Federal Credit Union.
3. City Retirement [if regularly employed for twenty (20) or more hours per week on a regular basis.]
4. United Way Contributions.
5. Health and Life Insurance:

The Committee agrees to continue to provide **Unit C members** with the same Health and Life Insurance Plan as provided City employees. If the City, by a change in the City By-Law, provides additional coverage for City employees, or agrees to pay a larger share of the premiums, then such

improvements will be granted to **Unit C members** at the same time (see Appendix B).

6. GEA/MTA/NEA Dues. This payroll deduction may be authorized under the following conditions:

No later than October 1st of each year, the Association will notify the Committee or its designee of all those Unit C members seeking payroll deductions for Association dues. The Committee will amend deductions as submitted by the Association on an ongoing basis. Deductions will be calculated to end on the first payroll in May. The Committee will exercise its full power to insure that dues are transmitted to the Association on each payroll date as deducted from members.

7. Reimbursement for Incidental Supplies. **On or before April 30th** of each school year, **Instructional Assistants** who have spent personal money on miscellaneous supplies will provide the business office with readable initial receipts affixed to a sheet of 8x11 paper in an amount not exceeding \$50.00. These expenses will have been for **out-of-pocket** small items needed. The supervising teacher needs to sign off on the receipt requests prior to their submission.

- C. **Unit C members** employed at the time of any of the following holidays will receive holiday pay at their usual daily rate of pay (base full-day pay) not including extended hours that are part of any grant or special program. Base full-day pay shall not include Expanded Learning Time (ELT) hours. Paid holidays for Building Monitors is effective starting July 1, 2017. The following 8.5 days are paid holidays:

Paid Holidays:

- (1) Labor Day*
- (2) Columbus Day
- (3) Veterans Day
- (4) Thanksgiving Day
- (5) Day after Thanksgiving (plus a full day's pay for the Wednesday prior to Thanksgiving)
- (6) Martin Luther King Day
- (7) Memorial Day
- (8) Patriots Day

*Labor Day will be a paid holiday in those school years when **Unit C members** are required to start work prior to Labor Day.

- D. All **Unit C members** will be paid on their base wages for all services performed. No **Unit C member** will be required to work additional hours for compensatory time off at a later date unless by mutual agreement of the **Unit C member** and his/her supervisor.

- E. The granting of step increases will be made on the recommendation of the Principal and approval of the Superintendent.
- F. **Unit C members** will be reimbursed for all approved work-related mileage at the City rate.
- G. **Unit C members** who are assigned to workshops, seminars, conferences or other job-related sessions during normal working hours will be paid the normal rate of pay for the regularly scheduled hours of assignment and reimbursed for expenses incurred in accordance with School Committee policy.
- H. All **Unit C members** who are assigned or requested to attend evening courses after regular scheduled school hours will be reimbursed for expenses in accordance with established School Committee policy.
- I. For the purpose of training, courses, and seminars that improve the skills and knowledge of our **Unit C personnel**, an annual amount of \$10,000 will be available. **Unit C members** who are employed on a regular basis in excess of twenty (20) hours per week will be eligible to receive the following reimbursement based on years of service for courses taken with prior approval of the Superintendent of Schools. Increased emphasis is placed on in-house courses and seminars, learning skills to work with students, indoors and outdoors. The actual amount of reimbursement will reflect actual expense incurred, limited by the prevailing rate per credit hour at the University of Massachusetts at the time of application and will not include fees other than the aforementioned tuition costs:
- i. 1st year Unit C members: \$0
 - ii. Years 2-5 of continuous service: up to 3 credit hours
 - iii. Years 6 and beyond of continuous service: up to 6 credit hours.
- J. **For Unit C members who are not newly hired, in addition to the three (3) days and 6 hours of scheduled in-service programs for Instructional Assistants, Unit C members** who participate in “in-service” programs offered by the School Department at a time when the **Unit C member** is not usually employed will be paid the appropriate hourly rate for such time, if prior approval has been granted by the Superintendent of Schools or his/her designee. Such in-service will not be scheduled on holidays, Saturdays, or more than four (4) business days prior to the scheduled opening of school in the fall. It is intended that people who are requested to stay be provided at least **ten (10)** business days’ notice.
- K. Any late start or early release day due to inclement weather or emergency situation will be paid as a regular day.

ARTICLE V
WORK DAY, YEAR, DUTIES

- A. The workday for **Instructional Assistants** will typically be six (6) hours within the school day at the building or buildings to which the **Instructional Assistant** is assigned. For special education and elementary **Instructional Assistants**, the workday will typically be 6.25 hours. Early dismissal day pay shall be computed at four (4) hours for elementary **Instructional Assistants** and three and three-quarters (3.75) hours for middle and high school **Instructional Assistants**.

Any additional time required of **Instructional Assistants** will be compensated at the respective hourly wage up to and including forty (40) hours per week. All work in excess of the normal daily hours must have prior approval of the Superintendent or his/her designee. No person will be required to work in excess of eight (8) hours in any one day unless by mutual consent. All time in excess of forty (40) hours per week will be paid at the rate of time and one-half.

The workday for **Building Monitors** will be **8 hours** per day including 7.5 hours paid and 30 minutes unpaid lunch. Daily schedule, start time, end time, and lunch break are established by the building principal.

The workday for **OTA/PTA/SLA/BI** will be based on the needs of the district and established in consult with the Superintendent or his/her designee.

- B. The work year for **Unit C Members** will be the 180 days that students are required to attend school, plus 3 days and 6 hours to be utilized as directed by the Superintendent of Schools or her designee. The first ninety (90) workdays of new employees are probationary.
1. **The 3 days and 6 hours will be fulfilled through: the day of Convocation, the day after Convocation, and an additional in-service day to be scheduled on Teacher In-Service Days in November or January, or with ten (10) school days' advance notice. Six hours of additional PD will be provided as determined by principals with the approval of the Superintendent and tracked by Unit C members with the approval of the principal.**
 2. The Superintendent may approve up to five (5) additional work days for **Unit C members** (e.g. based on need, knowledge, and skills required) to accommodate needed summer assistance.
 3. The work year for **Preschool Instructional Assistants** will be the number of days the preschool is in session, plus the same professional development as all other Instructional Assistants.
 4. The work year for **Building Monitors** will be 190 days.

5. The work year for **OTA/PTA/SLA/BI** will be based on the needs of the district and established in consult with the Superintendent or their designee.
 6. **Unit C Members** are encouraged to apply for summer school positions that are posted annually.
 7. Professional Development requirements for non-Instructional Assistants are subject to discussion between the School Committee and the Association.
 8. **Newly hired IA's shall attend the equivalent of a full day of training within 30 school days of hire as reasonably available either online or in person. This training may be scheduled during the regular work day or with reasonable notice outside of the regular work day.**
- C. The Committee, through its administration, reserves the right to assign the duties of each individual **Unit C Member** as is in the best interest of the Schools as determined by the Committee. **The employee is required to report to the Principal or Building Coordinator if assignment is not in place for the day, e.g. assigned student is absent.**
1. **Instructional Assistants** who perform duties as a substitute for a licensed teacher as requested by the building principal shall be compensated the following stipend in addition to their regular daily pay per incident. To be eligible for this substitute teacher compensation **Instructional Assistants** must be deployed as a substitute teacher by the principal when a regular substitute teacher is not available or the coverage time needed does not lend itself to using a regular substitute teacher. This provision is not intended to be used on a regular scheduled basis for small group instruction, which is part of **an Instructional Assistant's** regular duties.
 - a. \$15.00 for such duty of thirty (30) minutes up to ninety (90) minutes (cumulative during one day)
 - b. \$20.00 for such duty of ninety (90) to one hundred eighty (180) minutes (cumulative during one day)
 - c. **In FY20, \$25.00 for more than one hundred eighty (180) minutes (cumulative during one day). In FY21, \$30.00 for more than one hundred eighty (180) minutes (cumulative during one day). In FY22, \$40.00 for more than one hundred eighty (180) minutes (cumulative during one day).**
 2. **Instructional Assistants** may be called as a substitute teacher for a full day at the regular substitute rate of pay with the understanding that their duties do not extend beyond those expected of a regular substitute. **Instructional Assistants** who work as a substitute teacher will be paid at the prevailing substitute rate or their regular **Instructional Assistant** rate plus **\$50.00**, whichever is greater.
 3. **Instructional Assistants** may be required to substitute for other **Instructional Assistants** in the same building provided that they are not expected to work extra time to make up time missed from their regular position.

4. **Instructional Assistants** may be required to substitute for other **Instructional Assistants** in a different building provided that they are not expected to work extra time to make up work missed from their regular position. **Instructional Assistants** who substitute for other **Instructional Assistants** in a different building will be compensated at a rate equal to one (1) hour's pay at their regular rate of pay in addition to their normal pay for such work.
 5. **Instructional Assistants** who have particular reservations about performing substitute work for **teachers** under this Article will inform their immediate supervisor and such reservations will be honored whenever feasible.
- D. Title I **Instructional Assistants** who perform noon care duty will be paid for such bi-weekly at the scheduled rate of pay of the **Instructions Assistant** providing such duty.
- E. Instructional Assistants assigned to a normal work day as defined in Article V, Section A, will be entitled to a duty free lunch period of thirty (30) minutes without pay.
- F. Instructional Assistants will be compensated, at their hourly rate, for any meeting required by administrators scheduled out of school hours beyond the agreed upon professional development time listed in this contract.

ARTICLE VI TRANSPORTATION

Unit C members shall not transport students except with the express prior authorization by the Superintendent or designee.

ARTICLE VII ASSIGNMENTS

A. Notifications and Responses

1. **Unit C members** will be notified of confirmation of intent to re-employ them for the coming school year by June 1st. Upon Agreement to continue working for the Greenfield Schools, the **Unit C member** will sign and return the letter of intent within two (2) weeks of the postmark date.

If a final budget has not been approved by City Council by the above date, the following dates will prevail. In cases of no request for referendum, this will be nineteen (19) days after dissolution of the City council meeting at which the annual budget is voted, or in cases of an item being submitted for referendum, fourteen (14) days after the results of such referendum are certified by the proper public officials(s).

Specific assignments and reporting place will be provided **typically** by August 1st and shall include the rate of pay, step number, date of hire, and hours of employment in each **Unit C members'** yearly assignment letter. Assignments relate to positions

available and coverage needed. Unit C member's assignments must be fluid to meet the ever-changing district needs for coverage.

- a. The Superintendent shall provide job descriptions to the Association. Agreed upon job descriptions shall be available upon request.
2. If a summer program is run by the Greenfield Schools and the administration determines a need for the use of **Unit C Members** all **Unit C Members** shall be notified of these openings by written notice supplied to their usual place of assignment. Employees desiring to apply for the open position may submit their request, in writing, to the Special Education Administrator or their immediate supervisor. The job awarded will be made taking the following into consideration:
 1. Qualifications
 2. Specialized Training and Experience working with a specific child or type of child as determined by the Administrator of Special Education
 3. Seniority

To the extent possible, positions will be filled first by qualified regularly appointed **Unit C Members** in the Greenfield School System.

B. Transfer/Assignments

1. Unit C members may be transferred from time to time (within their job classification) when it is to the benefit of the School System as determined by the Administration; **provided they are qualified for the new position as determined by the Superintendent of Schools. Qualifications may include experience, training, attendance, work performance, or other factors.**
2. **Unit C members** desiring reassignment, transfers, or to fill a vacancy, should make these requests known, in writing, to their immediate supervisor. All such requests will be responded to within ten (10) working days.
3. Sick leave accrued and service for Longevity Pay will carry forward with **Unit C members** who transfer to positions covered by the **Unit C Contract**.

C. Reduction in Force (RIF)

1. Natural attrition and/or retirement(s) shall be taken into consideration prior to invoking the provisions of this Article.
2. When it is necessary to reduce the number of **Unit C members**, those affected by a layoff will be notified, in writing, thirty (30) days prior to the time the layoff will take place.
3. Any **Unit C member** whose position is eliminated shall:

- a. be transferred to an open **Unit C position within their classification, for which he/she is qualified as determined by the Superintendent of Schools or his/her designee. Qualifications include experience, training, attendance, and work performance.**

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

- b. replace a **Unit C member within their job classification** with less 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, **or**
- c. **be subject to layoff.**

In case of (a) transfer and (b) bumping, final determination rests with the Superintendent of Schools and such decision is not subject to the grievance procedure beyond Level Two of Article III, Paragraph E.

D. Recall or Rehire

1. **Unit C members** who are laid off shall be entitled to:
 - a. Receive compensation for unused accumulated sick leave at the rate of 20% per leave day, computed at the current daily rate (**not including ELT hours**), provided the **Unit C member** has fifteen (15) years of service to the Greenfield Public Schools upon the effective date of layoff.
 - b. Recall rights for two (2) years from the effective date of their layoff.
 1. During the recall period, **Unit C members** subject to recall shall be notified, in writing, of all **Unit C** position vacancies for which they are qualified in the inverse order of their respective layoff. Such notice shall be sent to their last address of record.
 2. **Unit C members** so notified shall have seven (7) calendar days to respond indicating their interest in said positions.
 3. No benefits or seniority shall accrue during the period of layoff.
2. Upon re-employment within the recall period:
 - a. Date of layoff shall be restored in full. The employee will be permitted but not required to repurchase sick leave, which had accumulated prior to layoff at the same rate affected under paragraph 1, a. above.

- b. Benefits for the school year in which the recall occurs will be pro-rated based on the date of resumption of employment.

E. Vacancies

1. Any vacancy in a **Unit C** position during the school year (September to June) will be adequately publicized by the Superintendent or his/her designee by means of a written notice displayed in every school as far in advance of the appointment as possible. If such vacancy occurs after the close of school in June and before they open in September, a copy of such notice will be posted in the schools and on the District website.
2. No vacancy shall be filled until three (3) school days after posting of the above notice while school is in session or seven (7) calendar days after the date of mailing for vacancies occurring after the close of school in June and before they open in September.

F. General

1. **Unit C members** who apply for a job opening will be considered on the same basis as all other candidates with the exception that when there are substantially equal qualifications, as determined by the Superintendent or his/her designee, the employed **Unit C member** will be given preference. Some of the factors, but not necessarily all, that might be considered are individual qualifications; experience, both job related and number of years; recommendations; overall efficiency of the school system; etc.
2. Final decisions on assignments, transfers and vacancies rest with the administration and the Committee and it is agreed they are not subject to grievance.

G. Special Responsibilities

At the time of assignment of duties, **Unit C members** will be informed of any special responsibilities.

ARTICLE VIII
SICK LEAVE

- A. Beginning July 1, 2017, Unit C members will accrue sick leave with the following formula:

1. **Years 1-5:** 2 sick days at the start of year/service.
At the start of month 3, 1 sick day per month of service is accrued, equaling a total of 10 days possible annual accrual.
2. **Years 6-10:** 1.25 sick days are accrued per month equaling a total of 12 possible sick days accrued annually.
3. **Years 11 and beyond:** 1.5 sick days accrued per month equaling a total of 15 possible sick days accrued annually.

Unused sick leave shall be accumulated from year to year without limitation so long as the **Unit C member** remains continuously employed by the district.

The school department shall provide reasonable notice to **Unit C members** on or before October 1st of each school year of accrued sick days.

To be eligible for sick leave credit, **Unit C members** must have worked not less than 100 days in the aggregate in the year prior to July 1st of the year for which the **Unit C member** is seeking sick leave credit of fifteen (15) days. If the 100 days in the aggregate is not met, sick time will accrue as for new **Unit C member** for the year in question.

- B. Female **Unit C member** disability caused by or related to pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated as a temporary disability. Subject to a letter from the **Unit C member's** physician indicating the start and the end date of the temporary disability, **Unit C members** may use up to forty (40) accrued days of paid sick leave. Additional leave may be granted in cases of demonstrated need at the discretion of the Superintendent of Schools.
- C. The Superintendent may require that absences of **three (3)** or more consecutive school days or a pattern of non-consecutive absences related to a medical condition be certified by a physician. The Superintendent may require recertification every five (5) days.
- D. Any **Unit C member** covered by this contract shall be entitled to use up to five (5) days per year of accumulated sick leave in the event of illness in the immediate family. For this section, "immediate family" will constitute the following: husband or wife, son and daughter, mother and father, brother and sister, mother-in-law and father-in-law, and any member of the immediate household residing with the **Unit C member** or individual for whom the **Unit C member** has acted as a parent or legal guardian.

ARTICLE IX LEAVES

A. Personal Leave

Each **Unit C member** will be granted one (1) Personal day per school year with pay for the purpose of transacting or attending to legal, business, household or family matters which cannot be taken care of other than during school hours.

Unused Personal leave will accumulate as sick leave.

Reasonable prior notice must be made to the administrator unless the circumstances attendant to the leave request precludes such notice.

B. Emergency Leave

Unit C members may be granted emergency leaves of absence with pay at

the discretion of the Superintendent or his/her designee. The circumstances must be considered an unavoidable emergency and reasonable proof of said emergency must be provided. Paid emergency leave will not exceed two (2) days.

C. Bereavement Leave

Up to five (5) school days absence per incident may be granted with full pay in the event of death in the **Unit C member's** immediate family. Immediate family is defined to include, spouse, children, parents, grandparents, grandchildren, parents-in-law, sister, brother, sister or brother-in-law, a member of the immediate household residing with the **Unit C member**, or individual for whom the **Unit C member** has acted as a parent or legal guardian. Bereavement leave will not reduce accrued sick leave time.

One (1) school day may be granted with full pay, in the event of the death of a relative other than specified in Section B of this article to attend the funeral.

D. Other Leaves of Absence

After five (5) years of continuous service, **Unit C members** will be eligible to be considered for a one (1) year 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 the **Unit C member** fails to pay the required insurance premiums during such leave and thereby allows the policy to lapse, insurance coverage upon return to 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 circumstance will the leave encompass more than one (1) school year. **Unit C members** must notify the Superintendent, in writing, of their intention to return from leave by June 1st.

E. Jury Duty Leave

The Greenfield School Committee recognizes the appropriate Federal and State laws relative to its employees serving on jury duty. **Unit C members** who are required to serve on jury duty will receive their regular compensation for the time involved less any amounts paid by the courts for such service.

F. Military Leave Provision

A maximum of seventeen (17) days per school year, for persons called into temporary active duty with any unit of the United States Reserves of the National Guard, provided such obligations cannot be fulfilled on days when school is not in session and the reservist has made an effort to request duty when school is not in session. The reservist will be paid the difference between his/her military pay and his/her normal school compensation.

Military leave will be granted to any **Unit C member** who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, the **Unit C member** will be placed on the salary schedule at the same level.

ARTICLE X
SICK LEAVE BUY-BACK

All **Unit C members** with fifteen years (15) years of service to the Greenfield Public Schools, at the time of retirement, layoff or death, shall receive 20% of their unused accumulated sick leave at their basic rate. If allowable, all **Unit C members** covered by Article I, upon retirement, have option to have sick leave buy-back over two (2) years. Employees making this choice should notify the Business Office by *April 1st*.

ARTICLE XI
PROTECTION

- A. **Unit C members** 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 **Unit C member** for information in its possession relating to the incident or the persons involved.
- B. If criminal or civil proceedings are brought against **Unit C members** in connection with their school employment, the Committee will select and furnish legal counsel to defend them in such proceedings if they request such assistance.
- C. Upon written application by **Unit C members** involved in a Workers' Compensation case, he/she may receive the difference between what they received from Workers' Compensation and their regular gross pay, deductible from their sick pay to the extent they have sick time pay available.

ARTICLE XII
GENERAL

- A. During the term of this Agreement, the Parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slowdowns or interference or interruption with the operations of the School Department by any **Unit C members** or the Association. Nor shall there be any strike 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).

Unit C members 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.

- B. One hundred (100) copies of this Agreement will be printed and the cost will be shared equally by the Association and the Committee.
- C. If any provision of this Agreement, or any application of the Agreement to any **Unit C member** or group of **Unit C members** 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.
- D. 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.

Therefore, the Committee and Association for the life of the Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though the subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- E. The Association recognizes that the School Committee shall not be obligated to provide the increased cost of new benefits set forth in this Agreement in the absence of the appropriate City Council action providing the necessary funds to the wage adjustment included. The employer, however, shall be obligated to seek City Council approval and shall exercise its best efforts to obtain approval. In the event the City Council does not provide the necessary funds, the Association and the School Committee agree to review the proposed agreement in order to reach a mutually agreeable, approvable settlement. Compliance by both parties with Massachusetts General Laws Chapter 150E, Section 7b, as amended by Proposition 2½, will prevail if City Council approval is not secured.
- F. Unit C members may request from the Superintendent full or partial reimbursement for loss to personal items due to extraordinary circumstances in the course of the job.

ARTICLE XIII
AGENCY FEE

Pursuant to the United States Supreme Court Decision in Janus v. AFSCME, Council 31, 138 Sect 2245 (2018):

1. The committee may only deduct union dues or fees from employee's paycheck if the employee has clearly and affirmatively consented to the deduction in writing.

2. The specific amount of the dues or fees shall be certified to the Committee by the union treasurer on or before October 1st of each school year.
3. The City Treasurer shall deduct from the salary of such teacher the amount of dues as may be certified by the Committee and transmit the sum so deducted to the union within thirty (30) days of such deductions.
4. It is specifically understood and agreed that the Greenfield School Committee and its officers and agents shall be held harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making said deductions and remitting the same to the Union under this Article.

ARTICLE XIV
TRANSFER TO TEACHER BARGAINING UNIT

Sick leave accrued and service for Longevity Pay will carry forward with **Unit C members** who transfer to positions covered by the **Unit A Contract**.

ARTICLE XV
REOPENER

In recognition that health insurance costs are a significant and rising expenditure and liability to the Town's annual budget, the Union will continue to cooperate with other Unions and the Town through the Insurance Advisory Committee. Either party may serve notice on the other that they wish to reopen the contract on the subject of Health Insurance during the life of the contract.

The parties agree that during the term of this agreement the contract may be reopened for the purpose of defining new roles, responsibilities and credentials.

ARTICLE XVI
CERTIFICATION

Effective July 1, 2010, all Unit C members must hold appropriate licenses and Instructional assistants must be Highly Qualified (HQ) according to state and local requirements (certification).

ARTICLE XVII
LEADERSHIP: INDUCTION AND ORIENTATION

Each year, the Superintendent will designate two (2) or three (3) experienced Instructional Assistants to plan and provide a 2-3 hour Induction and Orientation program for new Instructional Assistant personnel. The stipend shall be for \$250.00 for each leading Instructional Assistant. A plan submitted to the Superintendent and a feedback form is required. Planning time should not interfere with paid work hours.

ARTICLE XVIII

DURATION

The provision of this Agreement shall be in effect for three (3) years, 2019-2020, 2020-2021, and 2021-2022 with automatic one (1) year extension unless either party notifies the other of its desire to open the contract in accordance with the provisions of Section A of Article II.

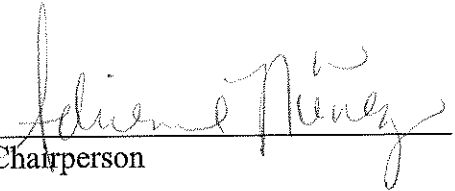
ARTICLE XVIII
ANTI-DISCRIMINATION

Appointments by the Greenfield Public Schools will be made without regard to race, creed, color, religion, nationality, sex, sexual orientation, gender identity, disability, age, or marital status.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 15th day of November, 2019.

GREENFIELD SCHOOL COMMITTEE

GREENFIELD EDUCATION ASSOCIATION,
UNIT C

By: 
Chairperson

By: 
Representative

Date: 11/15/2019

Date: 11.15.19

APPENDIX A

AGREEMENT BETWEEN SCHOOL COMMITTEE & UNIT C MEMBERS:

Instructional Assistants hired after the 90th day of school will remain at the same step the following year.

Instructional Assistants Salary Schedule:

<u>IA's</u>		\$3.00	\$ 0.50	\$ 0.50
	FY19	FY20	FY21	FY22
Step 1	\$11.75	\$14.75	\$15.25	\$15.75
Step 2	\$12.10	\$15.10	\$15.60	\$16.10
Step 3	\$12.45	\$15.45	\$15.95	\$16.45
Step 4	\$12.85	\$15.85	\$16.35	\$16.85
Step 5	\$13.19	\$16.19	\$16.69	\$17.19
Step 6	\$13.95	\$16.95	\$17.45	\$17.95
Step 7	\$14.43	\$17.43	\$17.93	\$18.43
Step 8	\$15.10	\$18.10	\$18.60	\$19.10
Step 9	\$15.60	\$18.60	\$19.10	\$19.60
Step 10	\$16.10	\$19.10	\$19.60	\$20.10

Severe Special Needs Differential Pay of an additional one (1) dollar per hour for those Instructional Assistants assigned to a Substantially Separate, Social-Emotional/ Behavioral program; or who are specifically assigned to students who demonstrate physical aggression towards self or others on a regular basis; or whose duties involve Kindergarten through high school students regularly requiring diapering, catheterization, or toileting assistance. This differential may be reviewed on a quarterly basis by the Principal.

Building Monitors Salary Schedule:

<u>Building Monitor</u>		2.00%	2.00%	2.00%
	FY19	FY20	FY21	FY22
Step 1	\$ 20,842.11	\$ 21,258.95	\$ 21,684.13	\$ 22,117.81
Step 2	\$ 21,884.21	\$ 22,321.89	\$ 22,768.33	\$ 23,223.70
Step 3	\$ 22,926.32	\$ 23,384.85	\$ 23,852.54	\$ 24,329.59
Step 4	\$ 23,968.42	\$ 24,447.79	\$ 24,936.74	\$ 25,435.48
Step 5	\$ 25,010.53	\$ 25,510.74	\$ 26,020.96	\$ 26,541.37
Step 6	\$ 26,052.63	\$ 26,573.68	\$ 27,105.16	\$ 27,647.26
Step 7	\$ 27,094.74	\$ 27,636.63	\$ 28,189.37	\$ 28,753.15
Step 8	\$ 28,136.84	\$ 28,699.58	\$ 29,273.57	\$ 29,859.04
Step 9	\$ 29,178.95	\$ 29,762.53	\$ 30,357.78	\$ 30,964.94
Step 10	\$ 30,221.05	\$ 30,825.47	\$ 31,441.98	\$ 32,070.82

<u>OT/PTA</u>		2.00%	2.00%	2.00%
	FY19	FY20	FY21	FY22
Step 1	\$ 26.74	\$ 27.27	\$ 27.82	\$ 28.38
Step 2	\$ 27.54	\$ 28.09	\$ 28.65	\$ 29.23
Step 3	\$ 28.37	\$ 28.94	\$ 29.52	\$ 30.11
Step 4	\$ 29.22	\$ 29.80	\$ 30.40	\$ 31.01
Step 5	\$ 30.09	\$ 30.69	\$ 31.31	\$ 31.93
Step 6	\$ 31.00	\$ 31.62	\$ 32.25	\$ 32.90
Step 7	\$ 31.93	\$ 32.57	\$ 33.22	\$ 33.88
Step 8	\$ 32.88	\$ 33.54	\$ 34.21	\$ 34.89
Step 9	\$ 33.87	\$ 34.55	\$ 35.24	\$ 35.94
Step 10	\$ 34.89	\$ 35.59	\$ 36.30	\$ 37.03

LONGEVITY

Entitlement to longevity will be based on the number of years of service as of July 1st each year and longevity pay will be effective at the start of the school year for those so entitled, as follows:

In the eleventh (11th) to fifteenth (15th) years,
50 cents per hour above the regular hourly rate

In the sixteenth (16) to twentieth (20) years,
60 cents per hour above the regular hourly rate

In the twenty-first (21st) to twenty-fifth (25th) years,
75 cents per hour above the regular hourly rate;

In the twenty-sixth (26th) to thirtieth (30th) years,
90 cents per hour above the regular hourly rate.

APPENDIX B

AGREEMENT BETWEEN SCHOOL COMMITTEE & UNIT C MEMBERS

CITY HEALTH AND LIFE INSURANCE

Article IV Health and Life Insurance, program detail as of March 2014:

- HMO (Health Insurance, City program with area providers)
Greenfield contributes 80% of the insurance premium
Employee contributes 20% of the insurance premium
- PPO (Health Insurance, Preferred Provider option)
Greenfield contributes 60% of the insurance premium
Employee contributes 40% of the insurance premium
- Flexible Spending Account (FSA)
With employee's written request, money is withheld from pay pre-tax--
an allowable cost-saving initiative, e.g. for eyeglasses, medical care
- Modified Dental Insurance Program
The City of Greenfield has a Dental Program employees can choose, but it
is 100% paid for by the employee and, therefore, voluntary
- Life Insurance: \$10,000.00 effective 7/1/2009
This life insurance policy is 100% paid by the employer

APPENDIX C
ANNUAL PERFORMANCE REVIEW FORM

During this agreement, the parties will discuss evaluation tools for non-instructional assistants