

AGREEMENT

BETWEEN THE

MONSON SCHOOL COMMITTEE

AND THE

MONSON TEACHERS' ASSOCIATION

UNIT B

JULY 1, 2015-JUNE 30, 2018

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**AGREEMENT
BETWEEN THE
MONSON SCHOOL COMMITTEE
AND THE
MONSON TEACHERS' ASSOCIATION, INC.
UNIT B
2015 - 2018**

AGREEMENT

This Agreement is made and entered into as of the first day of July, 2015 by and between the School Committee of Monson (hereinafter referred to as the Committee) and the Monson Teachers Association, Unit B, Massachusetts Teachers Association (hereinafter referred to as the Association).

PREAMBLE

Recognition that our prime purpose is to provide education of the highest possible quality for the children of Monson, and recognizing that the establishment and maintenance of the highest possible educational and professional standards are essential to the good morale of the professional staff and students of Monson to this end, the parties of this agreement will cooperate in adhering to the principles and procedures as set forth in this Agreement.

**ARTICLE I
RECOGNITION – UNIT B**

The Monson School Committee recognizes the Monson Teachers Association Unit B – M.T.A. for the purpose of collective bargaining as the exclusive representative of all Unit B personnel (Assistant Principals, Deans of Students, Director of School Counseling) but excluding the Superintendent, Principals, substitute teachers, Director of Business Services, Director of Pupil Services, and all other employees of the Monson School Department. The Committee designates the Superintendent of Schools as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement.

**ARTICLE II
NEGOTIATION PROCEDURE**

- A. 1. Not later than February 15, 2018, the Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning administrators' wages, hours, and other terms and conditions of their employment. Any agreement

so negotiated will apply to all administrators and will be reduced to writing and signed by the Committee and the Association.

2. During negotiation, the Committee and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. The Committee will make available to the Association for inspection all records of the School System concerning salaries paid to teachers and administrators. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
 3. If the negotiations described in this Section A have reached an impasse, the procedure described in Chapter 1078 of the Acts of 1973 or any amendments thereto will be followed.
- B.
1. In the event that either the Association or the Committee desires to make any proposal, the subject matter of which is not covered by the terms of this Agreement, they may submit such proposal in writing to the opposite party. Said opposite party shall acknowledge receipt of such proposal within three (3) working days. If mutually agreed, negotiation on said proposal shall commence within fifteen (15) working days after receipt of said proposal.
 2. Said negotiation shall be governed by Massachusetts General Laws, Chapter 150E, and pertinent provisions of this Agreement.
 3. If negotiation meetings between the Committee and the Association are scheduled during the school day, the representatives of the Association will be relieved from all regular duties without loss of pay in order to permit their participation in such meetings.

ARTICLE III **GRIEVANCE PROCEDURE**

A. Definitions

1. A "grievance" is a cause for complaint based upon an alleged event or alleged condition which affects the welfare and/or conditions of employment of an administrator or group of administrators and/or the interpretation, meaning or application of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or any person(s) against whom action might be taken in order to resolve the claim.

4. A day shall be a calendar day exclusive of weekends, holidays, and vacation periods.

B. Purpose

1. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the conditions of employment of the employees as covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedure level involved.
2. Nothing in this Agreement shall prevent any employee from individually presenting any grievance to his/her employer provided it affects him/her personally, and further provided that the employer notify the Association of such meeting in writing, and the Association will have the right to attend such meeting.

C. Procedure

1. Since it is important that the grievance be processed as rapidly as possible, every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.
2. All time limits will be considered maximum unless extended by both parties and will exclude weekends, holidays and vacation periods.
3. Level One: The employee shall submit a written grievance to the building principal within twenty (20) days from the date of occurrence. Exception: Employees who report directly to the Superintendent shall commence the grievance procedure at Level Two.

Upon receipt of the written grievance the building principal shall meet with the employee within seven (7) days to possibly resolve the grievance.

4. Level Two: If not satisfied, the employee shall submit a written grievance to the Superintendent within seven (7) days of the building principal's meeting.

Upon receipt of the written grievance, the Superintendent shall meet with the employee within seven (7) days to possibly resolve the grievance.

5. Level Three: If not satisfied, the employee shall submit a written grievance to the School Committee within seven (7) days of the Superintendent's meeting.

Upon receipt of the written grievance, the School Committee shall meet with the employee within twenty (20) days to possibly resolve the grievance.

The School Committee shall inform, in writing, the employee whether the grievance was denied by them, within three (3) days of the Level Three meeting.

6. Level Four: The Association shall inform, in writing, the School Committee of its intent to arbitrate within twenty (20) days of receiving the School Committee's letter denying the grievance.

The Association and the School Committee shall submit the grievance to the American Arbitration Association within thirty (30) days.

The expenses of the arbitration shall be shared equally by the parties and the award rendered shall be final and binding upon the School Committee, the Association and the employee.

D. Time Limits

Whenever action is required under Section C, and its subdivisions and Section E.4., it shall be taken exactly as required by the terms of this Agreement unless it is shown by the employee, the Monson Teachers' Association, Inc. or the School Committee that it could not be taken at the time or times specified and that it was taken as soon as practicable.

E. Miscellaneous

1. All meetings under the grievance procedure shall be under executive session, unless otherwise agreed by all parties in interest.
2. No written communication, other document or record relating to any alleged grievance shall be filed in the personnel file maintained by the School Department of Monson for any employee involved in presenting an alleged grievance. However, a copy of such an alleged grievance and disposition thereof shall be kept on file in the School Department and with the Association.
3. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any unit employee organization other than the Association or its affiliates. When a unit employee is not represented by the Association, the Association shall have the right to be represented and to state its views at all stages of the grievance procedure.

4. Decisions rendered as a result of a grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association.
5. If a representative is designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, he/she will, upon notice to his/her principal or to the Superintendent by the Association, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any unit employee whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.
6. If in the judgment of the Association a grievance affects a unit employee or a group of unit employees in one or more schools, the Association may submit such grievance in writing to the Superintendent directly where the settlement of said grievance is beyond the scope of authority of the Principal and the processing of such grievance will be commenced at Level Two. The Association shall have the right to process a grievance on behalf of a unit employee or group of unit employees through the established levels of the grievance procedure.

ARTICLE IV **HOURS OF WORK**

A. HOURS OF WORK:

1. The School Committee and the Unit B Members agree that the performance of the duties of the various administrators is difficult to equate in time. It is the responsibility of the administrator to perform the tasks associated with his/her position. Beyond the time the schools are in session, administrators are not confined to specific hours of work.

During the summer months the schools will be covered by administrators as much as possible as determined by the Superintendent or his/her designee.

B. WORK YEAR:

1. The work year for a Dean of Students will be 196 days. The work year for the Director of School Counseling will be 206 days. The work year for Assistant Principals will be 206 days.
2. All legal holidays shall be granted unless school is in session. In addition, the following are granted:

- (1) Friday after Thanksgiving,
- (2) Workday before Christmas,

as long as these days are non-school days.

3. The Deans of Students, Assistant Principals and/or District Director of School Counseling may be required to work additional days beyond the contract year. Notification of these days shall be made by June 1 when possible. They will be compensated per diem for these days.

ARTICLE V **ADMINISTRATOR EVALUATION**

- A. All evaluation of the work performance of an administrator will be conducted openly and with full knowledge of the administrator. No adverse comments shall be made to an administrator except in private. Administrators will be given a copy of any evaluation report and the evaluator will discuss such reports with the administrator. Following such discussion, the administrator shall acknowledge that he/she has received a copy of his/her Evaluation Report and that he/she has discussed said Report with the Superintendent by affixing his/her signature to the file copy of the Report subject to the understanding that the signature by the administrator does not necessarily indicate his agreement with the contents of the Report. In the event of an unfavorable Evaluation Report, the administrator shall have the right to present to the Superintendent a written statement of his/her disagreement with said Report, and his statement, if presented, shall be attached to the file copy of the Evaluation Report.
- B. Administrators will have the right, upon advance written request, to review the contents of their personnel file and have copies made of the contents. Such requests shall be made during office hours and the administrators will be entitled to have a representative of the Association accompany him/her during such review. The Superintendent or his/her designee must be present during such review. The administrator shall acknowledge that he/she has had the opportunity to review the contents of his personnel file as provided in this paragraph by affixing his/her signature to a memorandum to that effect, subject to the understanding that the signature by the administrator on said memorandum does not necessarily indicate his agreement with the contents of his personnel file.
- C. No material relating to an administrator's performance or non-performance of duties will be placed in an administrator's file or files by the Superintendent unless the administrator has had an opportunity to review the material. The administrator will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement or disagreement with the contents thereof. If the administrator refuses to sign the material, the Superintendent or his/her designee

witnessing this refusal will sign the copy and attest to the administrator's refusal to sign. The administrator will also have the right to submit a written answer to such material and his/her answer shall be reviewed and signed by the Superintendent and attached to the file copy.

- D. Any complaint regarding an administrator shall be promptly called to the attention of the administrator in writing.

ARTICLE VI **VACANCIES AND PROMOTIONS**

- A. All vacancies and newly created positions in Unit B, together with the qualifications and duties, will be adequately publicized. Notice of vacancies and newly created positions will be posted by the Superintendent on the teachers' bulletin board in every school for a minimum period of five (5) school days.
- B. Notice of all vacancies and all newly created positions together with the qualifications and duties of said positions will be mailed to the President (or his designee) and the Secretary (or designee) of the Monson Teachers' Association, Unit B. All notices shall be dated, posted and mailed as of the same day.
- C. All vacancies and all newly created positions shall not be filled on a permanent basis until the expiration of ten (10) days after the date of posting, and no temporary appointment will be made until such position has been posted.
- D. All applications for such vacancies shall be submitted in writing.
- E. Notwithstanding the above, all members of Unit B will be notified of vacancies that occur during the summer vacation by having a letter sent to their last known residence. This notice will be the Committee's sole obligation.

ARTICLE VII **LEAVES**

A. **SICK LEAVE**

Sick leave with pay shall be granted for personal illness and under the following provisions and for any other reason approved by the Superintendent:

1. Each administrator will receive a statement of accumulated sick leave during the month of September at the beginning of each school year.
2. All administrators subject to this Contract shall be credited with seventeen (17) days sick leave per year to be credited at the beginning of each school year.
3. Sick leave not used in any year may be accumulated to a maximum of 230 days.
4. In the event of a lengthy illness occurring to an employee the Committee and the Association shall immediately investigate the institution of a sick leave bank for that contract year within sixty (60) days of the illness. The implementation of such sick leave shall be at the exhaustion of such accrued sick leave.
5. In case of serious illness of a husband, wife, child, parent of either spouse, or of a person living in the immediate household of the person subject to these rules, sick leave with pay not to exceed five (5) school days per year shall be granted and charged to that person's sick leave.
6. In case of death in the immediate family or a person living in the immediate household of a person subject to these rules, sick leave with pay not to exceed five (5) school days shall be granted. Immediate family shall include husband, wife, mother, father, children, grandparents, grandchildren, mother-in-law, father-in-law, sister, brother, sister-in-law, and brother-in-law.

One (1) day of bereavement leave may be taken per occurrence for attending the funeral of a co-worker in the school system, close friend or other family member. In the event the bereavement leave is taken for the close friend or other family member, the leave shall be charged to sick time. The bereavement leave taken for the co-worker in the school system shall not be charged to sick leave.

7. All administrators will be required to notify the Superintendent or designee of any intended absence due to illness.

B. EMERGENCY LEAVE

Emergency leave for an administrator during the school day will be granted upon notification to the Superintendent. Within three (3) days upon return from Emergency leave, an administrator shall submit a completed "Emergency Leave" form to the Superintendent.

C. MATERNITY/CHILD REARING LEAVE

1. A female administrator who has been employed by the School Committee for at least three consecutive months of full-time service, and who shall give at least two weeks notice to the School Committee of her anticipated date of departure and intention to return, shall be entitled to eight (8) weeks maternity leave without pay (in addition to

such sick leave pay as the administrator may be entitled to and may take during the maternity leave period.) Upon her return, such administrator shall be restored to her previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave, unless other administrators of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such administrator on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

2. Maternity leave shall not affect the administrator's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that maternity leave shall not be included in the computation of such benefits, rights, and advantages except during such time as leave, during the maternity leave period; and provided, further, that the School Committee shall not provide for the cost of any benefits, plans or programs during the period of maternity leave.
3. An administrator who has been employed by the School Committee for at least three consecutive months as a full-time administrator may apply for and may be granted extended maternity/child rearing leave without pay as an alternative to the regular maternity leave described above, under the following conditions:
 - a. The administrator must give written notice to the School Committee, through the Superintendent, not less than three months prior to the commencement of the extended maternity/child rearing leave, of their intended date of commencement of such leave and her intention to return to the Monson School Department.
 - b. If extended maternity/child rearing leave commences any time between July 1 and December 31 of any year, it shall be granted for a maximum period of the next semester plus the full school year following its commencement. If extended maternity leave commences at any time between January 1 and June 30 of any year, it shall be granted for a maximum period of the full school year following its commencement.
 - c. Maternity/child rearing leave only at the start of school in September unless otherwise agreed in writing by the School Committee. The School Committee's decision on an administrator's request to return at another time shall not be subject to grievance or arbitration. No later than sixty (60) days prior to the end of her maternity/child rearing leave, an administrator must reconfirm with the School Committee, in writing, that she intends to return to her position. If the administrator fails to comply with this reconfirmation requirement, she will be

considered to have indicated her intention not to return and to have resigned effective as of the end of her maternity/child rearing leave.

- d. During extended maternity leave, the administrator shall not accrue time toward tenure, sick leave, vacation leave, seniority or other advantage or right of employment normally incident to the administrator's position, provided, however, that upon return to work an administrator shall be granted all vacation time, medical leave, seniority and length of service credit which she had at the start of the leave.
4. For purposes of this Article, regular maternity leave shall include leave for adoption of a baby, and in such case shall be available to the parent who has primary responsibility for the care of the child. Extended maternity/child rearing leave shall be for the purpose of caring for newborn and newly adopted children only.
5. Time spent on maternity leave or extended maternity/child rearing leave shall not count toward seniority.

D. PERSONAL LEAVE

Each administrator is entitled to three (3) days of non-accumulative leave of absence with pay each year for religious, legal, family or personal matters which cannot be handled except during school hours. Personal leave will be granted to not more than one of the administrators in any one (1) given day except in case of an emergency in the judgment of the Superintendent. Application for such leave shall be made in writing to the Superintendent as far in advance as practicable and at least forty-eight (48) hours except in case of emergency in the judgment of the Superintendent. This shall not be deducted from the applicant's sick leave or accumulated sick leave. No days will be taken immediately preceding or immediately following a vacation or holiday, except in an emergency in the judgment of the Superintendent or with prior approval of the School Committee. The Association agrees that this policy shall not be abused.

A fourth personal day may be granted under the conditions outlined above except that when such fourth day is granted it will be deducted from the administrator's annual sick leave.

E. CONFERENCES, WORKSHOPS, COURSES, ETC.

1. Administrators may be granted approved leave of absence with pay for attendance at conferences, workshops, and meetings related to their school work held outside the school during the time which school is in session.
2. Leave granted shall not be deducted from the administrator's annual or accumulated sick leave.

3. The School Committee shall reimburse each administrator up to a minimum of one thousand dollars (\$1,000) per year for tuition for one or two courses approved by the Superintendent. The one thousand dollars (\$1000.00) subject to the approval of the Superintendent, may also be used to cover the costs of special workshops or programs in-state or out-of-state.

F. SABBATICAL LEAVE

The policy of sabbatical leave may be granted by the Superintendent with the approval of the School Committee, upon request, for approved scholarly programs whether or not carried on in an academic institution, subject to the following conditions:

1. No more than one (1) member of the administrative staff of the Monson School System shall be absent on sabbatical leave at any one time.
2. Request for sabbatical leave must be received by the Superintendent in writing in such form as required by the Superintendent no later than December 1, preceding the school year in which the sabbatical leave is requested. All applicants shall be notified of the action taken prior to April 1. Exceptions to the foregoing dates may be made by the Superintendent at his discretion.
3. The administrator has completed at least seven (7) school years of service or the equivalent thereof in the Monson School System, excluding administratively approved leave of absence and maternity leave.
4. Administrators on sabbatical leave will be paid fifty (50) percent of their annual rate of pay.
5. The Administrator shall agree to return to employment at the Monson Public School System for one (1) full year in the event of a one-half (1/2) year's leave or two (2) full years in the event of a full year's leave. Upon such return, the administrator shall be placed on the appropriate step in the salary schedule as though the administrator had not been on leave.
6. An administrator to be granted a sabbatical leave shall sign a binding contract to the effect that he/she shall pay back to the Town of Monson the full amount of the salary paid under such sabbatical leave if he/she does not return to duty in the public schools of the Town of Monson for the required future amount of time. The full amount of salary paid shall be repaid within thirty (30) days from the date he/she had agreed to return.

G. LEAVE OF ABSENCE

Administrators with professional teacher status may be granted administratively approved leave of absence without pay not exceeding three (3) years. They will be granted under the following conditions:

1. Any administrator selected or appointed to a full-time position in the Massachusetts Teachers Association or National Education Association.
2. Any administrator elected or appointed to a full-time political office other than in the Town of Monson.
3. Any other reasons approved by the School Committee.
4. Upon such return, the administrator shall be placed on the appropriate step of the salary schedule as he or she would have been on the year following his or her last year of service (should such a scale exist).

H. SEVERANCE PAY

Upon retirement or death of an administrator who has completed ten (10) or more years of service in the Monson School System, said administrator or his/her estate will receive pay for up to a maximum of sixty (60) days of unused accumulated sick leave at 3/4 the rate of compensation per day which he/she was receiving at the time of his/her retirement or death.

I. SUBPOENA LEAVE

If a subpoena is issued to an administrator requiring him/her to be in attendance at a particular time and place to testify as to some matter which must be related to school business, or if an administrator is required to attend a workmen's compensation hearing relating to his/her own injury and if the date and time set forth in the subpoena or the workmen's compensation hearing is on or during a school day, said administrator shall suffer no loss in salary for that day, nor will any charge be made against any of his/her accrued leave - such as sick or personal days.

J. EARLY RETIREMENT

1. An administrator with twenty (20) or more years of experience in education, ten (10) of which must have been as an administrator with the Monson Public Schools, who intends to retire in August of any year and gives notice of that intent in writing to the Committee prior to January 1 of the year in which retirement is to take place, and who is at least 55 years old but less than 65 years old, as of August 31st of the year of retirement, shall be entitled to a one-time separation bonus, in the amount of \$7,500, payable for the year of employment in which retirement takes place. Such bonus shall be paid not later than August 31st of the year in which retirement takes place.

2. It is clearly understood by the parties that this clause is not intended to preclude the hiring of administrators with advanced degrees and/or experience, when the hiring of such administrators would be in the best interest of the educational system of Monson, such administrators will be hired.
3. An administrator who does not retire as scheduled after giving notice and receiving a bonus, or an administrator who has retired and received a bonus and who subsequently returns to the Monson Public Schools in a non-substitute capacity as a teacher or administrator shall reimburse the Committee the full amount of the bonus received.

K. MILITARY LEAVE

Military leave without pay will be given in accordance with applicable State and Federal laws.

L. AGREEMENT

The parties have agreed that during the period of this Contract the denial of conferences or workshops will not be subject to grievance or arbitration.

M. JURY DUTY LEAVE

An Administrator will be entitled to leave for actual jury service in accordance with law. The School Committee shall pay the Administrator his or her regular salary for any period of actual jury service upon submission to the Superintendent of proof of such service and upon the Administrator's turning over to the School Committee any jury pay received, excluding juror travel expenses.

N. LEAVE UNDER FAMILY AND MEDICAL LEAVE ACT OF 1993

Pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), eligible employees will be provided with up to 12 weeks of unpaid leave for their own serious illness, the birth or adoption of a child or the care of a seriously ill child, spouse, or parent.

1. Eligible employees are defined as having been employed:
 - a. For at least 12 months, and
 - b. For at least 1250 hours over the previous 12 months.
2. Employees are entitled to such leave for up to 12 weeks in each calendar year period for the following reasons:
 - a. The birth of an employee's child or the care thereof or because of placement of a child with the employee for adoption or foster care; an employee's entitlement

to leave for this reason expires 12 months after the birth or placement of the child.

- b. Caring for the employee's spouse, child, or parent who has a serious health condition; a "serious" health condition is one that requires inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.
 - c. The employee suffers a serious health condition that makes him/her unable to perform the functions of his/her job.
- 3.
- a. All requests for leaves must be submitted in writing at least, when possible, 30 calendar days in advance to the Committee.
 - b. All requests must be dated and state the reason and anticipated length of the leave.
 - c. Leave taken intermittently or on a reduced leave schedule must be agreed upon by the Committee under 2.a.; for 2.b. or c. Such leave must be medically necessary.
 - d. All requests under 2.b. or c. must be supported with CERTIFICATION, by the health care provider of the person with the serious health condition, within 15 calendar days of the request unless under particular circumstances it is not possible to do so, in which case it should be provided as soon as possible. Certification should include the date on which the serious health condition began, the probable duration of the condition, appropriate medical facts regarding the condition, a statement that the employee is needed to care for the family member and an estimate of the amount of time needed for such care (if the leave is to care for a family member) or that the employee is unable to perform his/her functions (if for his/her own health condition).
 - e. An employee will be required to submit RE-CERTIFICATION every 30 calendar days if the leave is extended from the original date, the circumstances of the serious health condition change, or the Committee receives information that casts doubt upon the continuing validity of the latest certification. If the employee becomes aware that an extension of the leave will be needed, advance notification will be appreciated to allow for staff scheduling and minimal interruption. This information must be communicated directly to the Committee by the employee on leave.
 - f. The Committee reserves the right to require a second opinion by a health care provider designated or approved by the Committee and at the expense of the Committee. In the event of conflicting opinions, the Committee may require, at the expense of the Committee, a third opinion by a health care provider

approved jointly by the Committee and the employee which will be final and binding.

- g. An employee returning from leave will be reinstated to the position he/she was employed in prior to the leave or to an equivalent position in pay, benefits, and other terms and conditions of employment. An employee on leave must contact the Committee at least 5 days prior to his/her scheduled return date to verify his/her return.
 - h. The Committee will continue contributions to health benefits, if any, in the usual and customary manner during the leave under the same conditions as if the employee were working.
 - i. The Committee reserves the right to recover premiums paid for employees who fail to return from leave, except if the reason is the continuation, recurrence, or onset of a serious health condition entitling the employee to leave under 2.b. or c. or something else beyond the employee's control. If the employee fails to return from leave because of a claimed continuation, re-occurrence, or onset of a serious health condition entitling the employee to leave under 2.b. or c. he/she must furnish certification from the health care provider to support the claim. If the employee fails to furnish the certification within 30 calendar days the Committee will seek to recover any premiums paid.
 - j. If at the end of the 12 week period, the employee requests and is granted an extension of the leave, he/she will become responsible for the payment of the full insurance premium under COBRA guidelines. The insurance premiums will be reinstated in the usual and customary manner once the employee returns to work from the leave.
 - k. The taking of leave hereunder will not result in the loss of any employment benefit, including seniority. Earned time, seniority, or other benefits will not continue to accrue during a leave hereunder, however, these benefits will immediately begin to accrue following the employee's return to work.
 - l. Paid time used for any portion of the leave will be in substitution of, and not in addition to, the 12 week period.
4. It is the intent of the parties that this article provide no rights or obligations greater than those provided by the FMLA and in the event of any conflict between the provisions of this article and the provisions of the FMLA, and regulations promulgated there under, the FMLA and the regulations will prevail, except that a leave taken hereunder does not supersede Massachusetts General Laws regarding leaves and any employee eligible for leave under this article will be entitled to any other greater family or medical leave rights and benefits specifically provided for in any other provision of this contract.

ARTICLE VIII
USE OF SCHOOL FACILITIES

- A. 1. The Association will have the right to use school buildings for meetings at reasonable times without cost. Arrangements will be made in advance of time and place of such meetings.
2. The Association will have the right to use school facilities and equipment as follows:
- That school equipment be used at the discretion of the Principal of the school concerned after hours, within the confines of the school; and that the organization furnish its own supplies; and provide that it does not adversely affect the education of children or the necessary work of any school employee.

ARTICLE IX
GENERAL

A. **PROTECTION**

1. Administrators will as soon as possible report to all cases on assault and battery suffered by them in connection with their employment to the Superintendent in writing.
2. This report will be forwarded through the Superintendent to the Committee which will comply with any reasonable request from the administrator or his/her attorney for information in its possession not privileged by law relating to the incident or the persons involved.
3. Each administrator will submit a written report to the Superintendent in cases of assault and battery upon or involving a pupil.

B. **VALIDITY OF AGREEMENT**

If any provisions of this Agreement or an application of the Agreement shall be found contrary to law, then such provisions 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.

C. **AGREEMENT AND COMMITTEE POLICY**

The provisions of this Agreement shall become a part of Committee policy for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the Committee which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing Committee policy rules or regulations shall operate retroactively unless so stated.

D. AGREEMENT

Copies of this Agreement will be copied at Committee expenses and a copy given to each administrator.

E. JUST CAUSE

No administrator with professional teacher/administrator status will be dismissed, disciplined, reprimanded, reduced in rank or compensation, or terminated without just cause.

F. SCHOOL COMMITTEE AGENDA

The agenda of each School Committee meeting will be available to the Association at the same time it is available to the members of the School Committee, subject to exclusions based upon statutory and/or regulatory confidentiality and privacy rights.

G. DUES

Each administrator shall be reimbursed for annual dues for administrative organizations approved by the Superintendent, up to a maximum of six hundred dollars (\$600.00) per year.

H. SUBSTANCE ABUSE AND DRUG-FREE WORKPLACE ACT

1. It is the desire of the parties to provide a drug free/alcohol free work environment for all employees. No employee will report for work intoxicated, impaired, or under the influence of alcohol or any controlled substance. Employees are expected and required to report for work on time and in appropriate mental and physical condition for work.

Alcoholism and drug addiction are recognized by the parties to be treatable illness. Without detracting from the rights and obligations of the parties as recognized elsewhere in this Agreement, the Association and the School Committee agree to cooperate in encouraging employees afflicted by the abuse of alcohol or drugs to seek appropriate treatment designed to rehabilitate the employee.

No employee will be penalized for voluntarily acknowledging alcohol or drug dependency and seeking appropriate treatment. If an employee refuses to avail him or herself of treatment and alcoholism or drug abuse impair work performance, attendance, conduct, or reliability, or results in violation of external law, the normal contractual and/or statutory disciplinary procedures, up to and including termination of employee, will be utilized.

2. Pursuant to the Drug-Free Workplace Act (20 U.S.C. 701, et seq.) and the regulations promulgated there under, the Monson School Committee hereby adopts and implements a program to prevent the use of illicit drugs by employees in the workplace.
 - a. The Committee hereby notifies all employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace, on school property, or as part of school activities.
 - b. As a condition of employment, all employees of the Monson Pubic Schools shall:
 - (1) abide by the terms of paragraph 2.a. hereinabove; and
 - (2) notify the Committee in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after said conviction.
 - c. Within ten (10) days after receiving notice, under paragraph 2.b.(2) hereinabove, the Committee will report said notice of conviction to the federal agencies with whom it contracts for grant funds.
 - d. Within thirty (30) days after receiving the notice under paragraph 2.b.(2) hereinabove, the Committee will take appropriate disciplinary action up to and including termination.
 - e. Based upon reasonable suspicion, the Committee shall notify local, state or federal law enforcement authorities of any unlawful manufacture, distribution, dispensing, possession or use of controlled substance by any employee in the workplace.
 - f. The Committee shall provide the President of the Association with information regarding drug abuse assistance or rehabilitation programs approved by federal, state or local health law enforcement or other appropriate agencies.

I. Mileage:

Administrators who travel in the course of their duties and/or business for the Committee will be reimbursed at the current federal I.R.S. mileage rate.

ARTICLE X
DEDUCTIONS

- A. 1. The Committee agrees to certify to the Monson Town Treasurer deductions from the salaries of its employees for the Monson Teachers Association, Inc., as said administrators individually and voluntarily authorize the Committee to deduct, and

to transmit the monies promptly to the Association. Administrator authorizations will be in writing in the form set forth below:

PAYROLL DEDUCTION AUTHORIZATION FORM

Name
Address

I hereby authorize the Monson School Committee and the Treasurer of the Town of Monson to deduct each year the current dues of the Monson Teachers' Association, the Massachusetts Teachers Association and the National Education Association notwithstanding any increases or decreases in such dues in future years.

I understand that the specific amount of the current dues shall be certified to the Monson School Committee by the Treasurer of the Monson Teachers' Association each school year.

The deductions shall be made in consecutive equivalent amounts beginning with the first pay period in October of the current school year. If I leave the Monson School System prior to the time all deductions have been made, I authorize and direct that the balance due be deducted from my final paycheck. This authorization shall be made pursuant to the provisions of the General Laws - Chapter 180, Section 17C as most recently amended.

I understand that I must give at least sixty (60) days notice, in writing, to the Treasurer of the Monson Teachers' Association and the Monson School Committee to withdraw this authorization for a subsequent school year. I further understand that by acceptance of MTA membership, I am obligated to pay the full annual dues for each year as determined by MTA bylaws.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Monson School Committee and all of its officers from any liability therefore.

My signature below indicates that I have read, understood, and agree to the above authorization.

Signature: _____ Date:

CONTINUING CASH AUTHORIZATION FORM

I hereby authorize the Treasurer of the Monson Teachers' Association to bill me annually for the current dues of the Monson Teachers' Association, the Massachusetts Teachers Association, and the National Education Association notwithstanding any increases or decreases in such dues in future years.

I understand that the specific amount of the current dues shall be certified to the Monson School Committee by the Treasurer of the Monson Teachers' Association each school year.

If for any reason the total current dues are not paid to the Treasurer of the Monson Teachers' Association by October 31 of the current school year, I hereby authorize the Monson School Committee and the Treasurer of the Town of Monson to deduct from my salary the current due in ten (10) consecutive equivalent amounts. If I leave the Monson School System prior to the time all deductions have been made, I authorize and direct that the balance due be deducted from my final paycheck. This authorization shall be made pursuant to the provisions of the General Laws - Chapter 180, Section 17C as most recently amended.

I understand that I must give at least sixty (60) days notice, in writing, to the Treasurer of the Monson Teachers' Association and the Monson School Committee to withdraw this authorization for a subsequent school year. I further understand that by acceptance of MTA membership, I am obligated to pay the full annual dues for each year as determined by MTA bylaws.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Monson School Committee and all of its officers from any liability therefore.

My signature below indicates that I have read, understand, and agree to the above authorization.

Signature: _____ Date:

2. The Monson Teachers' Association, Inc. will certify to the Committee in writing the current rate of its membership dues. When the Association changes the rate of its membership dues, it will give to the Committee thirty (30) days' written notice prior to the effective date of such change.
- B. Administrators will be eligible to participate in "tax-sheltered" Annuity Plans established by law and the School Committee will authorize monthly deductions therefore, in a fixed amount upon proper written authorization which can only be canceled by at least thirty (30) days' written notice.

C. 1.

"CREDIT UNION DEDUCTIONS"

Name
Address

I hereby request and authorize the Monson School Committee to deduct dollars from my first paycheck each and every month and to transmit such sums

monthly to the Massachusetts Teachers Association Credit Union. I understand that the Committee will discontinue such deductions for any school year only if I give the Committee in writing sixty (60) calendar days prior notice from the date of receipt by the Superintendent to that effect with only one change permitted during the contract year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all of its officers from any liability therefore.

Signature of Administrator

Witness

Date

Date

2. Deductions will start thirty (30) days after this authorization has been furnished to the School Committee.

ARTICLE XI **REDUCTION OF STAFF**

In the event it becomes necessary to reduce the number of employees in Unit B, the School Committee will take into consideration length of time as a teacher/administrator in the Monson Public School System, ability, performance evaluation results, and qualifications; and when all the factors that constitute ability and qualifications are relatively equal, length of continuous service as a teacher/administrator in the Monson Public School System shall prevail. The laid-off employee, or the employee whose position is eliminated, shall (A) be transferred to an open professional position in the Monson Public School System for which he/she is qualified or could become qualified before the effective date of the layoff, or (B) replace a professional Unit A employee with the lowest seniority anywhere within the Monson Public School System in an area in which the laid-off employee is qualified.

"Qualified" means that the administrator has on file with the office of the Superintendent evidence that he/she possesses the necessary qualifications or can obtain said qualifications by the effective date of his/her layoff. "Seniority" means an administrator's continuous length of service as a teacher/administrator in the Monson Public School System-in years, months and days.

In cases involving administrators who have identical seniority, preference for retention or recall shall be given to the administrator who has achieved the highest level of training.

Administrators who are to be affected by a reduction in staff must be notified in writing no later than June 15 of the school year preceding the year in which the reduction will take effect. Said notices shall include the specific reasons for the layoff.

Administrators with professional teacher/administrator status who have been laid-off shall be entitled to recall rights for a period of time equal to the length of continuous service as a teacher/administrator in the Monson Public School System on the effective date of their respective layoffs, but under no circumstances more than two (2) years. During the recall period, administrators shall be notified by certified mail to their last address of record, and given preference for positions in Unit A as they develop in the inverse order of their respective layoffs and all benefits to which they were entitled at the time of layoff shall be restored in full upon re-employment within the recall period. During the recall period, administrators who have been laid-off shall be given every consideration for substitute work, if they so desire.

A list specifying the seniority of each member of the professional staff shall be prepared by the School Committee and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. An updated "Seniority List" shall be supplied by the School Committee annually thereafter.

ARTICLE XII
SALARIES

Salary Increases

2015-2016	Salary increase will be 2%
2016-2017	Salary increase will be 2%
2017-2018	Salary increase will be 2%

Salary Ranges

Starting salary ranges for the following Unit B positions:

Assistant Principal	\$68,000-\$72,000
Dean of Students	\$58,000-\$65,000
Director of School Counseling	\$58,000-\$65,000

*The Superintendent has the sole discretion to determine where to place a newly hired administrator within the above salary range.

*Once employed by and placed within the above salary range by the Superintendent, the administrator will be eligible to receive all contractually agreed upon increases in the contract year following his/her date of employment.

Longevity increases in excess of posted salaries shall be granted for service to the Town of Monson as follows:

- 5 years - \$850
- 10 years - \$1050
- 15 years - \$1200
- 20 years - \$1400
- 25 years - \$1600
- 30 years - \$1800
- 35 years - \$2000

- A. All administrators will be paid twenty-six (26) equal installments starting with the second pay period in July and every other Friday thereafter.
- B. The salary of a part-time administrator shall be prorated.
- C. An administrator who attains a Doctorate from an accredited college or university will receive a two thousand dollar (\$2,000) stipend for five (5) consecutive years after securing the Doctorate.

ARTICLE XIII **MANAGEMENT RIGHTS CLAUSE**

The Association recognizes that the Committee has and will continue to retain, whether exercised or not, the rights responsibility and prerogatives to direct the operation of the Monson Public Schools as set forth in the General Laws Relating to Education for the Commonwealth of Massachusetts. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in any manner inconsistent with or in violation of any of the specific terms of this Agreement. No action taken by the Committee with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

Except to the extent expressly abridged by a specific provision of this Agreement, the School Committee shall have and may exercise all the powers, authority and prerogatives of municipal management and governmental authority including, but not limited to the following: to direct and conduct the educational affairs of the Department and its schools; to direct, supervise and evaluate employees, including the right to develop and revise evaluation procedures; to conduct professional improvement programs; to direct and control all the operations and services of the Department and its schools; to evaluate and determine the educational the number of personnel of the Department and its schools; to determine class size; to subcontract out work, to determine the level of student competency; to assign and transfer employees; to assign work; to schedule and enforce working hours; to determine whether goods or services should be made, purchased or leased; to hire, appoint and promote; to demote, suspend,

discipline, and discharge; to lay off or relieve employees due to lack of work, lack of funds or for other reasons; to make and enforce rules and regulations; to change or eliminate existing equipment, facilities, programs or schools; and to institute technological change.

ARTICLE XIV **PROFESSIONAL ETHICS**

The Committee and the Association recognize that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by an administrator reflect adversely upon the teaching profession and create undesirable conditions in the school building.

ARTICLE XV **WAIVER AND COMPLETENESS OF AGREEMENT**

This Agreement incorporates the entire understanding between the parties on all issues which were or could have been the subject of negotiation. During the term of this Contract, each party hereto waives the right and agree that the other shall not be required to negotiate with respect to any subject matter referred to or covered by any provision of this Agreement, except as otherwise specifically provided herein, whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, provided, however, that the parties, by mutual agreement, may choose to negotiate regarding any mandatory subject of collective bargaining during the term of this Agreement.

ARTICLE XVI **AGENCY FEE/FAIR SHARE**

All members of the bargaining unit who are not members of the Association shall be required to pay an annual Agency Fee, pursuant to MGL Chapter 150-E, Section 12. The Monson Teachers Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a non-paying employee member of the unit. The School Committee is not, and should not be responsible for the implementation, collection, or enforcement of the Agency Fee, except that it will supply any required documentation to establish that a person is a member of the bargaining unit subject to the fee. At no time will the Superintendent of Schools be required to terminate an employee for non-payment of said fee.

ARTICLE XVII
DURATION

This Agreement, except as specifically noted in the Agreement itself, shall be effective as of the first day of July, 2015 and remain in full force and effect until June 30, 2015. The parties agree that not later than February 15, 2018 they shall enter into negotiations for a successor Agreement to become effective July 1, 2018.

This Agreement has been ratified and has been executed by the duly authorized representatives of the School Committee and the Association.

For the Monson School Committee:

For the Monson Teachers Association:

Joel Keller, Chairperson

Pamela McDonald, President

Date

Date