

Contract Between
City of Gardner School Committee
and
Gardner Education Association
an Affiliate of the
Massachusetts Teachers Association
for Educational Support Personnel

For School Years

2015-2018

(July 1, 2015 – June 30, 2018)

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Preamble

This agreement is entered into between the School Committee of the City of Gardner (hereinafter referred to as the "COMMITTEE" or "EMPLOYER") and the Gardner Education Association, an affiliate of the Massachusetts Teachers Association (hereinafter referred to as the "ASSOCIATION") as follows:

Article I Recognition and Scope

Section 1 – Recognition

The School Committee hereby recognizes the ASSOCIATION as the exclusive representative for the purpose of Collective Bargaining with respect to wages, rates of pay, hours of employment, standards of productivity and performance, and other terms or conditions of employment for the Education Support Personnel (ESP) Unit. Paraprofessionals and tutors shall be included in this unit. All tutors shall be entitled to the benefits of this contract commencing on the effective date of this agreement.

Section 2 – Scope

- a) This Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, standards for productivity and other conditions or employment of employees covered by this Contract for which specific directions are not set forth herein, which matter is not specifically delegated to the employees or to the Arbitrator for decisions, shall be reserved for decision by the School Committee or the Superintendent as the case may be, in their full discretion; and in the exercise of such discretion they shall not be subject to the Grievance and Arbitration Procedures provided in this contract.
- b) Severability. If any of the Contract or any application of this Contract to any employee covered by the terms of this Contract shall be found contrary to law by a Court of competent and final jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Contract shall continue in full force and effect.

The invalidation of any such provisions or application of any such Article by such Court shall be sufficient cause for the parties to meet and renegotiate such provision or application.

- c) The parties further recognize and agree that, except as otherwise specifically provided by this Agreement, the COMMITTEE continues to retain, whether exercised or not, the right to exercise, in its sole discretion, the duties, powers, responsibilities, and rights provided by the laws of Massachusetts and the applicable rules and regulations of administrative agencies issued under such laws, in the control, direction, and management of the Gardner School System, and in the exercise of such powers the discretion of the COMMITTEE shall not be subject to the Grievance and Arbitration procedures set forth in this Contract.

Article II Employee Rights and Representation

Section 1

The Employer agrees not to discharge, discriminate, interfere with, restrain or coerce any employee because of his or her lawful exercise of the rights set forth in Section 2, Chapter 150E

of the Massachusetts General Laws. No member of the bargaining unit will be disciplined or discharged without good cause.

Section 2

The employer agrees that it will not discriminate against, interfere with or coerce against any employee because such employee gives testimony, takes part in grievance procedures or hearings, negotiations or conferences for or in behalf of the ASSOCIATION or any employee.

Section 3

Employees are free to become or refrain from becoming members of the ASSOCIATION. Notwithstanding membership in the ASSOCIATION, the ASSOCIATION agrees to represent fully any members of the bargaining unit. Both parties agree that they will not discriminate against any person in the bargaining unit because of race, color, sex, religion, national origin, disability or sexual orientation.

Section 4

The ASSOCIATION shall inform the School Committee and the Superintendent in writing of any changes in the roster of elected officers of the ASSOCIATION.

Section 5

Recall Language – Based on Seniority (last out; first in).

Article III Union Security Clause

Pursuant to the provisions of General Laws, Chapter 180, Section 17A, ASSOCIATION dues shall be deducted by the ASSOCIATION monthly from the salary of each employee who voluntarily executes and remits to the ASSOCIATION, a form of authorization for payroll deduction of ASSOCIATION dues, initiation fee, and assessments.

Except for present employees, all employees covered by this Agreement, who do not pay ASSOCIATION dues, shall be required as a condition of employment, to make payment on or after the 25th day following the beginning of their employment, an Agency Service Fee to the ASSOCIATION.

Such authorization may be withdrawn by the employee by giving at least sixty (60) days notice in writing to the ASSOCIATION any by filing a copy thereof with the Treasurer of the ASSOCIATION.

Transmittal of said dues deducted shall be made to the ASSOCIATION Treasurer within twenty-five (25) working days after the month in which dues are deducted; provided that the ASSOCIATION Treasurer is satisfied by such evidence as he or she may require that the Treasurer of the ASSOCIATION has given to the ASSOCIATION a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his or her duties, in a sum and with surety as are satisfactory to the ASSOCIATION.

The following authorization of dues form shall be used:

The authorization of dues shall continue for a period of one (1) year from the date hereof or until the termination of this Agreement (whichever comes first) and shall be automatically renewed for successive periods of one (1) year unless written notice of revocation is given by me to you in writing. Upon receipt thereof, this authorization shall expire sixty (60) days thereafter.

Signed _____

Article IV Wages

Wages shall be paid in accordance with Appendix A, Salary Scale, and attached thereto and made a part thereof. **Wage increase of fifty cents (\$0.50) on each cell of the salary scale, retroactive to July 1, 2015. Effective July 1, 2016, salary schedule will reflect an additional thirty cents (\$0.30). Effective July 1, 2017, salary schedule will reflect an additional thirty cents (\$0.30).**

Article V Grievance and Arbitration Procedures

Section 1 – Definition

A grievance is a dispute concerning the interpretation, meaning, or application of this Agreement or any amendment or supplement thereto, except such disputes concerning such matters which are specifically excluded from the Grievance and Arbitration Procedures of other paragraphs of this Agreement.

Section 2 – Time Limits

The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing. Days will mean business day(s).

Section 3 – Procedure

A bargaining unit member with a grievance will first discuss it with his or her principal or immediate superior, either directly or through the ASSOCIATION'S School Representative, with the objective of resolving the matter informally.

Level 1

If the matter is not resolved through the informal discussion referred to above, the bargaining unit member with a grievance will discuss it at a meeting with his or her principal or immediate supervisor, either directly or through the Association's School Representative, upon presentation of a Level 1 written grievance. The principal or immediate supervisor will respond to the grievance within ten (10) business days of the Level 1 meeting.

Level 2

A. If the Grievance is not settled within ten (10) business days after presentation at Level 1, the aggrieved member or the ASSOCIATION may within five (5) business days thereafter refer it in writing to the Superintendent. There shall be a meeting with the ASSOCIATION and the Superintendent within fourteen (14) business days following the presentation of the written grievance at Level 2. A representative of the Massachusetts Teachers Association may be present at this meeting. The Superintendent will respond to the grievance within ten (10) business days of the Level 2 meeting.

- B. If the Grievance is not received by the Superintendent within thirty (30) business days after the aggrieved party know or should have known of the act or condition on which the Grievance is based, the Grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to Level 4.

Level 3

If the Grievance is not settled at Level 3 and if the ASSOCIATION determines the Grievance alleges a violation by the school district of any of the provisions of this Agreement it may, within thirty (30) business days after written reference to the Superintendent, refer to arbitration as hereinafter provided.

Section 4 – Submission to Arbitration

Any Grievance which alleges a violation by the school district of one or more provisions of this Agreement and which has not been settled under the procedure set forth herein may be submitted by either party to an Arbitrator mutually agreed to by the parties, or to the American Arbitration Association or Labor Relations Commission within the time prescribed. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator, if they cannot mutually agree upon an Arbitrator.

Section 5 – Decision of Arbitrator

The Arbitrator so selected will confer with representatives of the COMMITTEE and the ASSOCIATION and hold hearings promptly and will issue a decision, award, and reasons therefore not later than twenty (20) business days from the date of the close of the hearings, or if oral hearings have been waived, than from the date the final statements and proofs are submitted to him.

The arbitrator will be without power or authority to make any decision or award which is in violation of the common law or statutory law of the Commonwealth, or requires the commission of an act prohibited by law, or which violates any of the terms of this Agreement. The Arbitrator will be without power or authority to render an award or decision concerning any matter which has been excluded from the Grievance and Arbitration procedures of this Agreement.

The decision of the Arbitrator will be final and binding except for review or confirmation as provided by the provisions of Chapter 150 C of the General Laws of the Commonwealth of Massachusetts.

Section 6 – Arbitrator Expenses

The costs for the services of the Arbitrator, including per diem expenses, if any, and the actual and necessary travel and the Subsistence expenses, will be borne equally by the COMMITTEE and the ASSOCIATION.

Section 7 – Other Representation

Any Party in interest may be represented at all stages of the Grievance procedure by a person of his own choosing, except that he may not be represented by a representative or an officer of any para/tutor organization other than the ASSOCIATION, or the Massachusetts Teachers Association. When an employee in the bargaining unit is not represented by the

ASSOCIATION, the ASSOCIATION will have the right to be present and to state its views at all stages of the Grievance and Arbitration procedure.

Section 8 – Grievances Affecting a Group or Class of Employees in the Bargaining Unit

If, in the judgment of the ASSOCIATION, a Grievance affects a group or class of employees, the ASSOCIATION may submit such Grievances in writing to the Superintendent directly and the processing of such Grievance will be commenced at Level 2. The ASSOCIATION may process such a Grievance through levels of the Grievance procedure even though the aggrieved person does not wish to do so.

Section 9 – Decisions

Decisions rendered at Levels 1, 2, and 3 of the Grievance procedure will be in writing setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and to the president of the ASSOCIATION. Decisions rendered at Level 4 will be in accordance with the procedures set forth herein.

Section 10 – Grievance Documents and Communications

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the individual in question files a written request to the contrary.

Section 11 – Document Preparation

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the ASSOCIATION and given appropriate distribution so as to facilitate operation of the Grievance procedure.

Section 12 – No Reprisal

No reprisal of any kind will be taken by the COMMITTEE or any member of the administration against any employee covered by this Agreement for participating or failing to participate in the Grievance or Arbitration Procedures set forth in this Agreement.

Article VI State Labor Laws

The employer and the ASSOCIATION shall recognize and adhere to all State Labor Laws, rules and regulations, relative to seniority, promotions, transfers, discharges, removals and suspensions.

The ASSOCIATION further reserves the right to represent employees under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the Grievance Procedure contained herein.

Article VII Hours of Work and Overtime

Section 1 - Hours of Work

The regular hours of work for employees shall be determined by the School Administration. Each employee covered by this Contract shall be paid an hourly rate of pay for each hour

worked. In the event that there is a delay in the opening of school or an unscheduled early release which is beyond the control of the employee, the employee will be compensated for the time that is lost.

In the event that such employee's normal schedule **and/or assigned position within a building** shall have to be changed during the school year, such employees shall receive at least seven (7) days notice of such change prior to implementation of such change, except in an emergency as is determined by the School Administration.

Section 2 - Overtime

Each employee covered by this Contract shall be paid overtime at the rate of pay for all work such employee shall perform in excess of forty (40) hours in one week.

Section 3 - Work Year

Employees shall be required to work one hundred eighty-two (182) days.

When there is an early release day for the purpose of professional development, all employees will be required to work their regular number of hours. However, when there is an early release day for the purpose of parent/teacher conferences or on the day before Thanksgiving (if there is an early release), employees will leave when students leave and will receive their regular daily rate of pay.

Section 4 – Holidays

Employees will be paid their daily rate of pay for the following holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.

Section 5 – Additional Hours

Any additional hours worked beyond the normal work year (school year), with approval and request of building principal, shall be remunerated at the employee's normal per hour rate.

Section 6 - In-service

All employees covered by this Agreement shall be notified of all in-service programs to be offered. Employees shall attend these programs and shall be compensated at their hourly rate of pay.

Article VIII Insurance and Hospitalization

Each eligible employee will be covered under the plans adopted by the City of Gardner. The City will pay 50% of the most expensive health plan, the Massachusetts Blue Cross Blue Shield Blue Choice Plan. The City will pay 75% of all the premiums for the other plans.

Those employees electing to include dependent spouse and children under the age of 19 years, the City will pay 50% of the most expensive health plan, the Massachusetts Blue Cross Blue Shield Blue Choice Plan, of the premium for coverage of said dependents. The City will pay 75% of all the premiums for the other plans.

Any claim for payment under said policy shall not be subject to the Grievance and Arbitration Procedures of this Contract, but shall only be subject to those procedures set forth in the policy of insurance.

Employee contributions for health insurance premiums shall be divided evenly in the twenty-two (22) paychecks.

A health insurance “opt out” plan, consistent with what is offered by the City of Gardner, will be made available to members of this bargaining unit.

Article IX Vacancies

Notice of any vacancies in positions covered by this Contract shall be posted via e-mail using the internal e-mail system of the Gardner Public Schools for a period not less than five (5) days prior to such vacancy being filled.

Summer employment for para positions will be posted internally and open only to bargaining unit members. External candidates will be allowed to apply only in the event that summer para positions remain unfilled after the internal posting and appointment process.

Article X Workers’ Compensation

All eligible employees shall receive the benefits of Workers’ Compensation as provided by law.

Article XI Sick Leave

All employees covered by this Agreement shall be eligible for sick leave benefits of fifteen (15) days **annually**. For the first ninety (90) days of employment, one day of sick leave per month shall be earned. **On the 91st day of employment, the remaining twelve (12) days of annual sick leave are available for use by the employee.**

Sick leave may accumulate from year to year with unlimited accumulation. The Principal may request a doctor’s statement from the employee after three (3) consecutive days of sick leave or in excess of eight (8) working days during any school year. Any abuse of this language will be subject to disciplinary procedures.

Article XII Use of Buildings

To the extent permitted others, the ASSOCIATION will have the right to use school buildings without rental fees for reasonable times for meetings. The Superintendent will be notified at least three (3) days in advance of the time of all such meetings.

Article XIII Method of Payment

Employees covered by this Agreement shall be paid biweekly as determined by the Superintendent of Schools as soon after the execution of this Contract as is practicable. Employees will receive twenty-two (22) paychecks over the course of the fiscal year. **Payment will be made by direct deposit, and employees will continue to receive a non-negotiable check with stub containing payment information.** On the first payroll day of each new school year, the Administration will provide a statement to all members regarding their salary rate and sick and personal day balances.

Article XIV Bargaining During the Contract

Each of the parties to this Agreement acknowledge that during the collective bargaining process which preceded the execution of this Contract, they each had the free opportunity to present any and all matters to be raised in the collective bargaining process.

Article XV Waiver

Failure of either party to this Agreement to exercise his rights of obligations hereunder, at any one time, shall not be deemed a waiver of the right of such party to exercise his rights or obligations in the future.

Article XVI No Strikes

For the duration of this Agreement, no employee covered by this Agreement, the ASSOCIATION or its officers, agents, or employees will engage in, induce, encourage any strike, work stoppage, slowdown, or withholding of services by any employee covered by this Agreement or by the ASSOCIATION.

Article XVII Funeral Leave

In the event of death in the immediate family of an employee, the employee will be granted leave with pay up to five (5) working days, and such leave shall not be charged to Sick Leave or Personal Leave.

Immediate family is defined as spouse, children, siblings, parents, grandparents, and comparable in-laws, and significant others. Other relationships may be considered as “immediate family” at the discretion of the building principal. However, disapproval of bereavement leave is not subject to the grievance procedures as written in this Agreement.

A maximum of one (1) day may also be allowed at the discretion of the Building Principal for death or illness of close friends or relatives not in the immediate family.

Article XVIII Jury Pay

The employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

Article XIX Leave of Absence

An employee may be granted a leave of absence for up to one year at the discretion of the Superintendent. The employee granted such leave would maintain all rights and privileges afforded under the Contract, including seniority.

A. Any ESP member on a leave of absence must notify the Superintendent of Schools in writing no later than February 1st of the year he or she is on leave as to whether he or she will return to work for the following school year. A second year leave of absence can be requested of the Superintendent of Schools and the leave will be granted at his/her discretion.

B. Parental Leave

Parenting leave to care for a newborn child or a child placed in the member's home through adoption, foster care, or court placement, as described in and as defined by M.G.L. Chapter 149, Section 105D (the Massachusetts Parental Leave Act), may be

granted to a unit member for a period of eight (8) weeks if she/he has been employed for three (3) consecutive months and gives two (2) weeks' notice prior to her/his departure date. Those members who are also eligible for leave under the Family Medical Leave Act ("FMLA") may be granted up to a combined total of twelve (12) weeks leave.

A member taking leave under this provision who has accrued sick leave benefits and personal leave benefits under Article XI of this Agreement may use these benefits under the same terms and conditions which apply to other temporary disabilities for the period of his/her disability as certified by the member's health care provider.

For leave taken under the Massachusetts Parental Leave Act, any two (2) employees of the District shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or placement of the same child. If two employees take parental leave under the FMLA, then the leave is restricted to twelve (12) weeks in the aggregate.

The member may return to work as soon as desired after the delivery of the child providing her physician approves her return. An employee on Parental Leave may request to extend such leave which extended leave shall then be referred to as Child-Rearing Leave. Such leave shall be without pay and subject to the rules and regulations in Section A, above, (Leave of Absence without Pay). Leaves of Absence shall not exceed twelve (12) months unless requested in writing and extended by the Superintendent.

A member who adopts a child may have the benefit of the previous paragraph.

The City of Gardner Family and Medical Leave procedures will be followed for leaves taken under the Family and Medical Leave Act.

Article XX Personal Leave

Members of the bargaining unit will receive three (3) days leave of absence, in full day increments, for religious, personal, legal, business, household or family matters which require absences during school hours, provided, except in the case of an emergency, that written notification to the building principal has been given by the employee no less than two business days before such leave is to take place. In case of an emergency, the building principal at his/her sole discretion may waive the notification requirement.

All employees will make every effort to avoid using personal leave during the first two weeks of school, the last two weeks of school, the Thursday or Friday before school vacation, the Monday or Tuesday after school vacation, or on professional days. However, in cases where it becomes necessary for the employee to use this time due to emergencies or other special circumstances, the employee will submit the Personal Day Request Form to the Principal for his/her approval. The Principal will make every effort to respond to the request as quickly as possible and not be arbitrary or capricious in granting approval.

Any unused personal leave, at the end of the school year, will be automatically converted into accrued sick day(s).

Article XXI Sick Leave at Retirement

Upon the retirement, death, or departure from the Gardner School System of any employee covered by this Agreement, if such employee has an accumulated sick leave balance, the employee shall be granted pay for such accumulation at a rate of full day's pay for each day of accumulated sick leave, not to exceed fifty (50) days pay, plus an additional fifty percent (50%) of the daily rate for days over and above the first fifty (50) days pay not to exceed a total of one hundred twenty-five (125) days. A full day's pay and daily rate are defined as an individual's hourly rate of pay, without longevity, multiplied by the number of hours worked per day.

Any employee covered by this agreement will notify the Superintendent by December 31st of the year prior to the fiscal year when this money is to be paid.

Employees hired after June 30, 1993, are not eligible for this provision.

Article XXII Stay Well Buy Back

All paraprofessionals/tutors hired as of July 1, 1993 will be allowed to sell back to the school department a maximum of three (3) days per year of unused sick time from the present school year, for payment in July.

Paraprofessionals/tutors wishing to sell back these days shall only be required to notify the Superintendent once of their intent to buy back three days. If a choice is made to discontinue/change the stated intent, paraprofessionals/tutors shall notify the Superintendent in writing.

Paraprofessionals/tutors who opt for this plan will be paid in July of each year the dollar amount of three (3) days. The rate of pay will be based on the base salary of the year the days were earned.

For the purpose of this section, days will be whole days.

Article XXIII Mileage

Mileage shall be paid to employees who use their car to perform their duties but shall not include transportation to and from school at the beginning or ending of a day.

If employees are required to travel between buildings during the school day, they shall be reimbursed at the IRS rate.

Article XXIV Substitute Responsibilities

If the paraprofessional/tutor substitutes for a teacher and there is not a sub assigned for the subbing para/tutor's vacant position, then that subbing para/tutor will receive his or her regular rate of pay plus fifty dollars (\$50.00) per day. If the paraprofessional/tutor substitutes for the teacher and there is also a substitute for the subbing para/tutor's vacant position, then that

subbing para/tutor will receive his or her regular rate of pay plus thirty-five dollars (\$35.00) per day.

Classroom paraprofessionals **may be used** as substitutes **in each building** until such time that a certified, long-term substitute teacher is hired.

When a paraprofessional substitutes for a classroom teacher who is absent, the paraprofessional shall follow the teacher's daily schedule including teacher preparation time.

No paraprofessional/tutor shall be required to act as a substitute teacher. At the start of each school year paraprofessionals/tutors shall inform their building principal if they are willing to serve as substitute teachers.

Article XXV Evaluation

All employees shall be evaluated at least once a year by an appropriate supervisor and/or building principal. The employee will have the opportunity to review the evaluation with the supervisor and receive a copy of the evaluation. The employee shall sign the evaluation and the signature shall indicate only that the evaluation has been reviewed and received by the employee.

Article XXVI Notification of Concern and Personnel File

Any complaint brought against an employee covered by this Agreement will be brought to the employee's attention within forty-eight (48) hours. Employees will have the right to review the contents of their personnel files upon request.

Article XXVII Longevity

To reward employees for extended years of service the following longevity schedule has been established: Longevity will be paid in accordance with the schedule in Appendix B.

The determination date to be used is the last day of the school year. A lump sum payment will be made at the end of the school year. Notice of each bargaining unit employee's longevity eligibility amount will be given in June along with a copy of the longevity amounts listed in the contract.

Article XXVIII Transfers, Reduction in Force

When a transfer is necessary, volunteers will be transferred first. An involuntary transfer will be made only after a meeting between the paraprofessional/tutor involved, the Association and the Superintendent, **or designee**, at which time the paraprofessional/tutor will be notified of the reasons for the transfer.

In the event it becomes necessary to reduce the number of employees included in this bargaining unit, the following procedures shall be used. An employee whose position is eliminated shall have the opportunity to replace an employee with **the lowest seniority in a position of equal or greater hours**. Seniority means the employee's length of service in years, months, and days from their initial day of employment by the COMMITTEE.

Employees who have been laid off shall be entitled to recall rights for a period of two years from the effective date of their layoff. During the recall period, employees shall be notified by certified mail and given preference for positions as they develop in the inverse order of their respective layoff and all benefits to which the employee was entitled at the time of layoff shall be restored in full upon re-employment.

In the event that employees to be laid off are identical in seniority all such employees shall be offered the opportunity to be voluntarily laid off. Otherwise, the layoffs will be the result of a lottery system with said lottery to be conducted by two representatives of the COMMITTEE and two representatives of the ASSOCIATION.

Article XXIX Medication

No one in this bargaining unit shall give out medications of any kind.

Article XXX GEA Sick Bank

All members of the Unit shall be eligible to participate in the GEA Sick Bank and shall be subject to all rules as established by the Sick Bank Committee of the GEA Executive Board.

Article XXXI Professional Development Committee

Two members of this bargaining unit will be appointed to the district Professional Development Committee.

Article XXXII Lunch

Bargaining unit members hired prior to July 1, 2010 who work at least six (6) hours per day will receive a thirty (30) minute paid lunch.

Article XXXIII Seniority List

The seniority list will be updated and provided to the GEA President electronically annually by October 15th. Upon receipt members will notify management of corrections they believe should be made. The annual seniority list shall not be altered after October 15th except to correct an error or to add new employees in the bargaining unit or to delete employees who have left the unit.

Article XXXIV Safe Workplace

Unit members will immediately report all cases of assault suffered by them in connection with their employment to the building principal and then to the Superintendent in writing.

This report will be forwarded to the COMMITTEE, which will comply with a reasonable request from the unit member for information in its possession relating to the incident or the persons involved. The Superintendent will act as a liaison among the unit member, the police, and the courts. Administration shall meet with the employee assaulted within ten (10) days after the investigation has concluded to communicate his/her findings.

Article XXXV Property Reimbursement Claims

The COMMITTEE will reimburse an employee for any clothing or other personal property damaged or destroyed in the course of his employment due to assault and battery, faulty equipment, or vandalism up to three hundred dollars (\$300), provided said employee is not covered by private insurance and subrogated his or her rights of legal redress to the COMMITTEE and notified the COMMITTEE in writing to the Superintendent of the damage within forty-eight (48) hours of the incident.

Article XXXVI Duration

This Agreement and its provisions shall be effective from July 1, 2015 and shall remain in full force and effect up to and including June 30, 2018. Either party may, on or before the first day in February 2018, give written notice to the other of its desire to extend or revise this Agreement during the period to commence July 1, 2018.

This agreement shall remain in full force and effect, during the bargaining for the new Contract except that it shall not remain in effect longer than two years from the date of its expiration and except that either party may terminate this Agreement by such notice as is described above at any time following June 30, 2018, by written notice, one to the other.

In witness whereof, the parties hereto have caused this Agreement to be signed in their name and behalf by duly authorized representatives an members of the negotiation team of the Gardner School Committee and Gardner Education Association.

Gardner School Committee

John LaFreniere

Jennifer LaRoche

Gardner Education Association

Pamela B. Canu

Linda DiNardo

Jill Hay

Donna Olson

Mark Hawkins

Debra Leone

Appendix A

Salary Scale

	Step	2014-15	2015-2016	2016-2017	2017-2018
Paraprofessionals	1	\$13.36	\$13.86	\$14.16	\$14.46
	2	\$14.08	\$14.58	\$14.88	\$15.18
	3	\$14.79	\$15.29	\$15.59	\$15.89
	4	\$15.74	\$16.24	\$16.54	\$16.84
	5	\$16.45	\$16.95	\$17.25	\$17.55
Tutors	1	\$19.23	\$19.73	\$20.03	\$20.33
	2	\$19.99	\$20.49	\$20.79	\$21.09
	3	\$20.80	\$21.30	\$21.60	\$21.90
	4	\$22.08	\$22.58	\$22.88	\$23.18
	5	\$22.92	\$23.42	\$23.72	\$24.02

July 1, 2015 – June 30, 2016: **\$ 0.50 increase, retroactive**
 July 1, 2016 – June 30, 2017: **\$ 0.30 increase**
 July 1, 2017 – June 30, 2018: **\$ 0.30 increase**

NOTE: Tutors who have not obtained Massachusetts Teacher Certification may not have their wages increased past Step 3.

Appendix B Longevity Schedule

5 years	\$200.00	24 years	\$1,840.00
6 years	\$260.00	25 years	\$1,900.00
7 years	\$320.00	26 years	\$1,960.00
8 years	\$380.00	27 years	\$2,020.00
9 years	\$440.00	28 years	\$2,080.00
10 years	\$500.00	29 years	\$2,140.00
11 years	\$560.00	30 years	\$2,200.00
12 years	\$920.00	31 years	\$2,260.00
13 years	\$980.00	32 years	\$2,320.00
14 years	\$1,040.00	33 years	\$2,380.00
15 years	\$1,300.00	34 years	\$2,440.00
16 years	\$1,360.00	35 years	\$2,500.00
17 years	\$1,420.00	36 years	\$2,560.00
18 years	\$1,480.00	37 years	\$2,620.00
19 years	\$1,540.00	38 years	\$2,680.00
20 years	\$1,600.00	39 years	\$2,740.00
21 years	\$1,660.00	40 years	\$2,800.00
22 years	\$1,720.00		
23 years	\$1,780.00		

Note: Above payments will be made as follows: A lump sum payment will be made at the end of each school year. The determination date (date used to determine the correct number of years and amount to be paid) is the last day of the school year. Years of service refer to the number of years as a permanent employee covered by this bargaining unit agreement.

CITY OF GARDNER

Application for Family or Medical Leave

Employee's name: _____

Department: _____

Current Address: _____

Start Date of Anticipated Leave: _____

Expected Date of Return to Work: _____

Reason for Leave (Explain):

Note: A leave request based on an employee's own serious health condition or the serious health condition of an employee's spouse, child or parent must be accompanied by a verifying medical certification from a physician.

I hereby authorize The City of Gardner to contact my physician to verify the reason for my requested leave or for any other information concerning my requested family or medical leave.

I understand that a failure to return to work at the end of my leave period may be treated as a resignation unless an extension has been agreed upon and approved in writing by The City of Gardner.

Employee's Signature: _____

Approved By:

Supervisor: _____

Date: _____

Personnel Director: _____

Date: _____

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered

employer for at least one year, and for 1,250 hours the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons For Taking Leave:

Unpaid leave must be granted for *any* of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

Advance Notice and Medical Certification

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
 - An employer may require medical certification to support a request for leave because of a serious health condition, and may
-
- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan." ' "

US Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210

require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- interfere with, restrain, or deny the exercise of any right provided under FMLA:
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

WH Publication 1420
June 1993



CITY OF GARDNER

Family or Medical Leave Policy

The City of Gardner (hereinafter "the City") grants Family or Medical Leave in accordance with the terms of this policy. Without City permission, an employee may not work for any other company during his or her Family or Medical leave of absence from the City.

A. MEDICAL LEAVE OF ABSENCE

1. **Scope.** This type of leave permits an employee to take up to 12 weeks of leave in any given 12-month period.
2. **Terms And Conditions Of Leave.**
 - a. Medical leaves of absence are available only to employees who have been on the City payroll for a period of 12 months and who have worked at least 1250 hours in the preceding 12 months.
 - b. A medical leave of absence will be granted to an employee upon request supported by a medical certification indicating that the employee has a serious health condition. Medical leaves are permitted only for periods of actual medically necessitated absence. While on medical leave, the employee must regularly report to the City concerning his or her medical status in accordance with the certification provisions of this policy.
 - c. The City will measure the 12-month period under this policy as a "rolling" 12 months measured backward from the date an employee uses any leave under this policy. Therefore, leave taken under the medical leave provisions or the family leave provisions of this policy within the 12 preceding months will reduce the amount of leave entitlement under this provision.
 - d. If an employee has accumulated vacation or other paid leave, the City requires the employee to use paid leave concurrently, with the remainder of the leave period as unpaid leave, if paid leave is exhausted.

B. FAMILY LEAVE

1. **Scope.** A family leave of absence for a definite period of time not to exceed 12 weeks in any given 12-month period, may be granted for the following reasons:
 - a. In order to care for the employee's child born within the preceding 12 months. However, such leave must be concluded within 12 months of the birth of the child.

- b. In order for the employee to secure the placement of a child with him or her through adoption or foster care. Such leave also is available in order to care for a child who has been placed with the employee through adoption or foster care, but only within 12 months of the placement of the child with the employee.
- c. In order to care for the spouse, child or parent of the employee, if such spouse, child or parent has a serious health condition.

2. Terms And Conditions of Leave.

- a. A family leave of absence is available only to an employee who has been on the City's payroll for 12 months and who has worked 1250 hours during the 12-month period preceding the commencement of the leave.
- b. The City will measure the 12-month period under this policy as a "rolling" 12 months measured backward from the date an employee uses any leave under this policy. Therefore, leave taken under the medical leave provisions or the family leave provisions of this policy within the 12 preceding months will reduce the amount of leave entitlement under this provision.
- c. If an employee has accumulated vacation or other paid leave, the City encourages the employee to use paid leave concurrently, with the remainder of the leave period as unpaid leave, if paid leave is exhausted.
- d. A husband and wife who are both employed by the City may be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for the birth of the employees' child, for the placement of a child with the employees through adoption or foster care, or to care for a parent with a serious health condition.

C. TERMS AND DEFINITIONS

- 1. The term "disability" as used in this policy means a physical or mental impairment that substantially limits the employee in a major life activity.
- 2. The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility or (b) continuing treatment by a health care provider as defined by the Department of Labor in the Family Medical Leave Act.

D. NOTICE AND CERTIFICATION

- 1. A request for leave under this policy should be made by completing an application for medical or family leave, which is available from your supervisor or the City Office of Personnel. For any medical or family leave that is foreseeable (including intermittent and reduced leave schedule), an employee must provide at least a 30-day advance written notice of the need and reasons for such leave. If a 30-day advance written notice is not practicable because of unforeseen circumstances, notice must be given as soon as practicable. If an employee fails to give timely advance notice when the need for leave is foreseeable the City may deny the leave until 30 days after such notice is given.
- 2. To the extent a paid leave of absence under workers' compensation can be considered FMLA-qualifying, the City may count the leave of absence against the employee's leave entitlement under

this policy. However, in such a situation, the provision in Sections A and B of this policy requiring substitution of accumulated vacation or other paid leave is not applicable.

3. An employee who requests leave (a) to care for his or her spouse, child, or parent, or (b) because of his or her own serious health condition or disability must furnish medical certification justifying the need for the leave. Medical certification should be provided on the Physician Certification for Family or Medical Leave Form given to the employee at the time he or she requests leave. This form must be filled out in its entirety by the appropriate health care provider and should be signed by the health care provider and the employee. When the need for leave is foreseeable and at least 30 days' notice has been provided, the employee must provide medical certification to the City prior to the time the leave commences. However, when the need for leave is not foreseeable (i.e., the employee is unable to give 30 days' notice), the employee must provide medical certification to the City within 15 days of the request, or provide a reasonable explanation for any delay. If the employee fails to provide the required medical certification in a timely manner, the City may deny leave until such certification is submitted.
4. Recertification of the employee's or family member's medical condition may be required by the City as often as every 30 days. At any time, if the employee requests an extension of leave, the circumstances described by the original certification have changed significantly, or the City receives information that casts doubt upon the continuing validity of the original certification, the City may require recertification of the employee's or family member's medical condition.
5. An employee on leave may be required to periodically report on his or her intent to return to work. If the employee gives unequivocal notice of intent not to return to work, the employee's employment will be terminated and the employee's entitlement to reinstatement and health benefits will cease.
6. Prior to being reinstated to his or her job, an employee on medical leave must submit certification that he or she is fit for duty and able to perform the essential functions of his or her position.

E. INTERMITTENT LEAVE AND REDUCED LEAVE SCHEDULE

1. An employee may take leave intermittently or on a reduced schedule only where medically necessary or where agreed to by the City.
2. If intermittent leave or a reduced leave schedule is medically necessary as a result of the employee's own serious health condition or the serious health condition of the employee's spouse, child, or parent, the employee is required to provide certification from a health care provider of the medical necessity of such leave.
- 3.

F. REINSTATEMENT

1. An employee returning from a family leave or from a medical leave not exceeding 12 weeks is entitled to reinstatement to his or her former position, if available, provided the employee furnishes a fitness-for-duty certification. If the employee's former position is not available, the employee will be reinstated to a position with equivalent employment benefits, pay and other terms and conditions of employment. Refusal of an offer to reinstatement will be treated as a voluntary resignation. An employee returning from a family or medical leave of absence exceeding 12 weeks will be restored to an available position for which he or she is qualified. However, there is no guarantee of reinstatement for an employee on leave of absence that exceeds 12 weeks.

CITY OF GARDNER

Physician Certification for Family or Medical Leave

Please Print

To be Completed by Employee

Name _____ Title _____

Department _____ Employee Payroll # _____

Status ▶ Full-Time ▶ Part-Time ▶ Temporary Date ____/____/____

The Patient is: ▶ Self ▶ Spouse ▶ Parent ▶ Child

Patient's name (if different from employee): _____

▶ I am requesting leave from ____/____/____ until ____/____/____ or an
intermittent or reduced schedule on the following
dates: _____

▶ (If applicable) I will be providing the following care/services for a family member with a serious
health condition on the following
dates: _____

▶ (If applicable) The essential functions of my job are (or attach job description).

Medical Release:

I authorize the release of any* medical information necessary to process the above request.

Patient's signature: _____ Date: _____

*** The information sought on this form relates only to the condition for which the employee is taking FMLA leave.**

The remainder of this form is to be completed by an authorized health care provider in order to verify the necessity of Family or Medical Leave as requested by the above employee. Under the Family and Medical Leave law, an authorized health care provider is:

- any health care provider recognized by the employer or the employer's group health plan
- a doctor of medicine or osteopathy authorized to practice medicine or surgery by the state in which he or she practices
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation for the spine to correct a subluxation found by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law
- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law, or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, MA.

The information sought on this form relates only to the condition for which the employee is taking FMLA leave.

Please read the six definitions on page four before completing this form.

After receiving this completed form, the employer is not permitted to contact the health care provider for additional information. A health care provider representing the employer may contact the health care provider for clarification of information contained on this form.

1. Page four describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition qualify under any of the categories described? If so, please check the applicable category.

▶ (1) ▶ (2) ▶ (3) ▶ (4) ▶ (5) ▶ , (6) or ▶ None of the above

2. Describe the medical facts which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories: _____

3. a. State the approximate date the condition commenced and the probable duration of the condition (and also the probable duration of the patient's present incapacity, if different): _____

b. Will it be necessary- for the employee to take work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in Item 4 below)?

▶ Yes ▶ No

If yes, give probable duration: _____

c. If the condition is a chronic condition (Category #4) or pregnancy, state whether the patient is presently, incapacitated and the likely duration and frequency of episodes of incapacity (see page 4):

4. a. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments: _____
- b. If any of these treatments will be provided by another provider of health services (e.g. physical therapist), please state the nature of treatments: _____

c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment): _____

5. a. If medical leave is required for the employee's absence from work because of the employee's own condition (including absence due to pregnancy or a chronic condition), is the employee unable to perform work of any kind? ▶ Yes ▶ No
- b. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee or the employer should supply you with information about the essential job functions)? ▶ Yes ▶ No

If yes, please use the essential functions the employee is unable to perform: _____

c. If neither a. nor b. applies is it necessary for the employee to be absent from work for treatment? ▶ Yes ▶ No

6. a. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for the basic medical, personal, safety, or transportation needs?

▶ Yes ▶ - No

b. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery? ▶ Yes ▶ No

c. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need: _____

Physician or Authorized Health Care Signature _____ Date _____ / _____ / _____ Type of Practice _____

Physician or Authorized Health Care Provider Printed Name _____

Office Mailing Address _____

Phone# (_____) _____

A Serious Health Condition

A "Serious Health Condition" means an illness, injury, impairment, or physical or medical condition that involves one of the following:

1. Hospital Care

Inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(a) A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period on incapacity relating to the same condition), that also involves:

- (1) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider, **or**
- (2) Treatment by a health care provider on a least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments

A chronic condition which:

- (1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- (3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. **Permanent/Long-term Conditions Requiring Supervision**

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. **Multiple Treatments (Non-Chronic Conditions)**

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, or treatment, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy), kidney disease (dialysis).

CITY OF GARDNER
Medical Certification Statement

Employee's name: _____

Date condition began: _____

Date condition ended (or is expected to end): _____

Medical facts regarding the condition: _____

Restrictions:

LIFTING	POSITIONS	PUSHING/PULLING
No Lifting	No work requiring repeated stooping	Pushing or pulling with a
Lifting with a	No crawling, kneeling or cramped	Limit of 1 - 5 lbs
Limit of 1 - 5 lbs	Positions	Limit of 6-10lbs
Limit of 6-10 lbs	No continuous walking or standing	Limit of 11-25 lbs
Limit of 11-25 lbs	to exceed 50% of total work time	Limit of 25-40 lbs
Limit of 25-40 lbs	No continuous sitting	Limit of 41-75 lbs
Limit of 41-75 lbs	DEXTERITY	No pushing or pulling
No reaching ABOVE shoulders	No exposure to vibrating tools	CLIMBING
No reaching BELOW shoulders	No constant fingering	No work requiring repeated
OTHER	No repetitive wrist motion	or frequent stair climbing
No driving or operating a vehicle		

Other restrictions:

- Patient disposition
- Return to Supervisor; no restrictions
 - Return to Supervisor with restrictions (above) for _____ days
 - Return to Supervisor; send home (employee can return to work _____)
 - Follow up appointment on _____ with _____

Medical Provider Signature _____ Date: _____

Printed Name of Medical Provider & Address: _____

Medical Release:

I authorize the release of any medical information necessary to the City of Gardner to process the above request.

Patient's signature: _____ Date: _____



CITY OF GARDNER

Medical Certification Statement (Employee's Own Serious Illness)

Employee's name: _____

Date condition began: _____

Date condition ended (or is expected to end): _____

Medical facts regarding the condition: _____

Explanation of extent to which employee is unable to perform the function of his or her job:

Health care provider signature _____

Date: _____

Office Phone: _____

Medical Release:

I authorize the release of any medical information necessary to process the above request.

Patient's signature: _____ Date: _____



Notice of Intent to Return From Leave

Employee's name: _____

Supervisor: _____

Date leave commenced: _____

Date of planned return: _____

I understand that my restoration to employment is subject to the following conditions:

1. As a condition of restoration, each employee must provide a written certification from his or her health care provider that the employee is able to resume working.
2. Every attempt will be made to restore the employee returning from leave to his or her original position. If the employee's original position is unavailable, the employee will be placed in an equivalent position with equivalent pay and benefits.

Employee's signature: _____ Date _____:

I have examined [employee] and can certify that she/he is fully able to resume working.

Health care provider's signature: _____ Date: _____

Health care provider's name (please print) _____

Health care provider's office phone: _____

Date:

