

**AGREEMENT  
BETWEEN THE  
MONSON SCHOOL COMMITTEE  
AND THE  
MONSON TEACHERS' ASSOCIATION, INC.  
UNIT D**

**JULY 1, 2021 - JUNE 30, 2024**

**ARTICLE I  
RECOGNITION**

The Monson School Committee recognizes the Monson Teachers' Association, Inc., for the purpose of collective bargaining, and as the exclusive representative of a unit consisting of Administrative Assistants in the Quarry Hill Community School, Granite Valley Middle School and Monson High School, and excluding secretaries employed to work for the Superintendent, Director of Pupil Services, Director of Business Services, or for the School Committee; and all other employees including aides in the Monson Public School System. Unless otherwise indicated, the employees in the above unit will be referred to as Administrative Assistants in the Monson Public Schools, and the Monson School Committee will be referred to as the Committee.

**ARTICLE II  
GENERAL**

**A. Work Schedule**

The Principal will establish the work schedule.

**B. Hours**

Except for part-time Administrative Assistants, the work week will consist of thirty-seven and one-half (37 ½) hours. The work day will consist of seven and one-half (7 ½) hours per day, excluding one-half (½) hour for lunch. Starting time will be at the discretion of the building principal. On days before holidays, the work day will end thirty (30) minutes after the ending time for teachers.

All members of Unit D who work at least 20 hours a week are eligible to receive prorated sick leave and personal leave.

**C. School Year / Salary Disbursement**

The Association agrees to consider the **200 days**, multiplied by the daily rate, as the yearly salary. This shall be divided into 22 equal payments covering the work period. Administrative Assistants will be paid on the second Friday after the work week commences, and every second Friday thereafter during the work year.

Each employee shall choose one of the payment schedule options available. The selected option will not change from year to year unless written notification is provided to the School Business Office by June 1 for the following school year.

Any member of the Association wishing to avail herself of this option will notify the Business Office by July 1.

**D. Additional Days**

The Committee agrees to pay the Administrative Assistants for any additional days worked beyond the student year at the daily rate as listed in Article XII.

**E. School Coverage Agreement**

The Association agrees that each building principal will be provided with an Administrative Assistant who is familiar with the procedures whenever they require one when working beyond the school year.

**F. Vacancies**

The Association will be advised of all Administrative Assistants vacancies and newly created positions; and positions in summer school, evening school, and under Federal programs are to be filled by members of the Association to the extent possible. All vacancies will be posted for five (5) days during the school year and ten (10) days during the summer time period. During the summer, notices of vacancies will be mailed to each member of the bargaining unit.

**G. Sick Leave**

Sick leave with pay shall be granted for personal illness, such leave to be approved by the Superintendent.

- a. Full time Administrative Assistants currently employed in the system shall be credited with fifteen (15) days sick leave per year to be credited at the beginning of each school year. One (1) additional sick leave day will be earned for each twenty (20) days worked beyond the 180 day year.
- b. Newly employed Administrative Assistants will earn the first year's sick leave at the rate of one and one-half (1½) days for every three weeks until a maximum of

fifteen (15) days has been earned for that year. After one year, they will be eligible for condition a. above.

- c. Sick leave not used in any year may be accumulated to a maximum of one hundred and fifty (150) days.
- d. In case of serious illness of husband, wife, child, parent of either spouse, or of a person living in the immediate household of a person subject to this Agreement sick leave with pay not to exceed seven (7) school days per year may be used. The sixth and seventh day used shall be charged to that person's sick leave time.

#### **H. Bereavement Leave**

In case of death in the immediate family, or of a person living in the immediate household, leave with pay not to exceed five (5) school days shall be granted. Such leave will be non-cumulative. Immediate family shall include husband, mother, father, child, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandchildren. Bereavement leave is to be separate from, and shall not be charged to sick leave.

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 a close friend or other family member, the leave shall be charged to sick time. The bereavement leave taken for a co-worker in the school system shall not be charged to sick leave.

#### **I. Personal Leave**

Each full-time Administrative Assistant shall be granted three (3) days of non-cumulative leave of absence with pay each year for religious, legal, family, or personal matters which cannot be handled except during school hours. Applications stating the reason for request of such leave shall be made in writing to the Superintendent forty-eight (48) hours before such requested leave is to be taken. No days will be granted immediately preceding or following a vacation or holiday unless previously approved by the Superintendent. An additional personal day will be granted if no sick leave for personal or family illness is taken during each year. Unused personal leave will be converted to sick leave on the day after the work year concludes.

#### **J. Jury Duty**

An employee will be entitled to leave for actual jury service in accordance with law. The School Committee shall pay the employee 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 employee's turning over to the School Committee any jury pay received, excluding juror travel expenses.

**K. Subpoena Leave**

If a subpoena is issued to an employee requiring them 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 employee is required to attend a workers' compensation hearing relating to their own injury; and if the date and time set forth in the subpoena or the workers' compensation hearing is on or during a school day, said employee shall suffer no loss in salary for that day, nor will any charge be made against any of their accrued leaves – such as sick or personal days.

**L. Additional Secretarial Help**

Additional hours will be first offered to Unit D members. Additional Administrative Assistants help will be provided, where deemed necessary by the Superintendent, in the form of part-time help. Under normal circumstances, the Principal will notify the employee of optional additional work. If requested work is to be performed in the summer, they will be notified by June 1st; if during the school year, a twenty-four (24) hour notice will be given whenever possible.

All part-time Administrative Assistants who have completed a minimum of one year's service will be placed on the appropriate hourly step schedule.

**M. Retirement / Death**

Upon retirement or death of a person covered by this Contract who has completed ten (10) or more years of service in the Monson Public School System, and is fifty-five (55) years of age or older, said person or her estate will receive pay for up to a maximum of seventy (70) days of unused accumulated sick leave at sixty percent (60 %) the rate of compensation per day which she was receiving at the time of retirement or death.

**N. Paid Breaks**

Employees will be granted two (2) paid fifteen (15) minute breaks from work each day.

**O. Mileage Reimbursement**

Employees 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.

**P. Sent Home Early**

If, at the School's sole discretion, an employee is sent home, they will be paid the balance of the normal work day for that employee.

**Q. Probationary Period**

All newly hired bargaining unit members shall be probationary employees during their first two (2) full years of employment. During an employee's probationary period, the employer, in its sole judgment, may discipline or terminate the employee without recourse by said employee or the Union. The employer's action shall not be subject to the grievance or arbitration provisions of this Agreement.

**R. Sick Leave Bank**

Unit D of the Monson Teachers' Association and the Monson School Committee agree to create and operate a Sick Leave Bank. The Association agrees to hold the Monson School Committee harmless for any action or inaction in the establishment or administration of the Sick Leave Bank and further agrees to indemnify the Committee for all damages and costs, including legal fees incurred by the Sick Leave Bank Committee in connection with any civil action or administrative proceeding involving the Sick Leave Bank. It is understood the only obligation of the Committee is to pay out sick leave to Unit D members from the Sick Leave Bank as directed by the Sick Leave Bank Committee.

a. Participation

1. Participation by members of the Unit represented by this Agreement shall be mandatory. All Unit members shall be assessed one (2) two day of his or her annual and/or accumulated sick leave on September 1, 2010. Said days are to be "deposited" in the Bank.
2. New members of the bargaining unit shall be assessed one (1) day of their annual and/or accumulated sick leave as of the date they enter the Unit. Said days are to be "deposited" in the Bank.
3. Unused days in the Bank shall carry over from year to year. Should the number of days in the Bank reach the level of ten (10) days or less, each Unit D member in the bargaining unit shall be assessed one (1) day of his or her annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be "deposited" in the Bank. If necessary, additional days may be donated to the bank by unit members.
4. In the event a Unit D member has no annual and/or accumulated sick leave at the time of said assessment, that unit member shall be assessed the amount of days owed to the Bank the following September 1.

b. Sick Leave Bank Committee

1. A Sick Leave Bank Committee will be created on or before September 30<sup>th</sup> of each school year. It will consist of two (2) Unit D members selected by the Association and two (2) School Committee members or designees thereof. The Chair of the Sick Leave Bank Committee will be chosen within and by the Sick Leave Bank Committee members.
2. The Sick Leave Bank Committee will assess the need of each applicant and may grant sick leave to Unit D member suffering from prolonged and/or catastrophic illness. Sick leave will only be granted by a majority vote of the Sick Leave Bank Committee.
3. The Sick Leave Bank Committee will make every reasonable effort to make a decision within ten (10) school days following receipt of the application.
4. The Sick leave Bank Committee will notify the applicant of its decision and, in the case of a rejection of the application, will inform the applicant of the reason for its decision.
5. Any member whose application is rejected may reapply if the member has additional information.
6. The Sick Leave Bank Committee's decision on all applications and other matters within its jurisdiction shall be final.
7. The Sick Leave Bank Committee will issue a report to the School Committee and the Association concerning the number of days donated and the balance of days remaining in the Sick Leave Bank prior to June 15<sup>th</sup> of each school year.

c. Granting of Benefits

1. A member of the Unit who exhausts their individual sick leave benefits may apply for benefits from the Sick Leave Bank.
2. Such benefits are intended for prolonged and/or catastrophic illness for the individual.
3. To apply, the member must put their request in writing to the Sick Leave Bank Committee, c/o the Chair of the Sick Leave Bank Committee, indicating the reason and the number of days needed. The request should be made prior to the exhaustion of the member's annual and/or accumulated sick leave.

4. The member is required to submit medical documentation and/or any other information the Sick Leave Bank Committee may deem necessary, before the application is considered by Sick Leave Bank Committee.
5. Each member is eligible to receive days of sick leave from the Bank each school year in accordance to their completed years of service to the Monson School District, and upon approval by the Sick Leave Bank Committee, as follows:

Years of Service	Maximum Days Allowed
0-1	10
2-3	15
4-5	20
6+	25

6. One additional granting of days during that same school year may be approved by the Sick Leave Bank Committee, as follows:

Years of Service	Maximum Days Allowed
0-1	10
2-3	15
4-5	20
6+	25

**S. Professional Development**

All Unit D members are required to participate in a Full-Day or Two Half-Day professional development program(s) each year when instructed by the Superintendent or their designee. The professional development activities will be determined by input given by both Unit D members and administration. A committee consisting of two Unit D members and two administrators will make final decisions regarding the required professional development activities. Decisions made by this committee are not subject to the grievance process.

Additional professional development activities may be offered on voluntary bases. Unit D members will be compensated at their daily rate, (pro-rated for half-days), when participating in district held professional development activities.

Professional development activity days will count towards the accumulation of 200 work days and the restrictions imposed by Article XII.

**ARTICLE III**  
**REDUCTION IN FORCE**

- A. It is recognized that any reduction in force and/or changes in hours of a position shall be the sole right of the Committee. Said Committee shall give a two week notice of

dismissal. A termination as a result of reduction in force will be final and not subject to arbitration. This Article does not apply to action taken under Article V, Just Cause.

## B. Definitions

“Seniority” shall mean an employee’s continuous length of service in years, months, and days in the bargaining unit.

The seniority of an employee who has left this bargaining unit for other employment within the Monson Public Schools and who subsequently returns to this bargaining unit shall have seniority calculated by subtracting the time spent in such other employment in the Monson Public Schools from the employee’s total length of service in this bargaining unit.

Seniority shall not include time spent on any approved, unpaid leave of absence. No such leave of absence shall constitute an interruption of continuous service for the purpose of calculating seniority.

The seniority of part-time employees shall be pro-rated in accordance with the relationship between the part-time employee’s regularly scheduled hours in a work week and the number of hours which constitute full-time employment for the employee’s job classification.

## C. Reduction in Force

If an employee hired as a full-time employee is transferred or otherwise assigned to a part-time position, other than by their own election, the part-time employee will continue to earn seniority as if employed on a full-time basis, so long as a full-time position in their job classification is not offered to the employee.

In the event it becomes necessary to reduce the number of employees in the bargaining unit, the School Committee will take into consideration ability, training, relevant experience and length of service. When all the facts that constitute ability/training and relevant experience are equal, length of continuous service in the bargaining unit shall prevail.

Employees who have been laid off shall be entitled to recall rights for a period of twelve (12) months. During the recall period, they shall be notified by certified mail to their last address of record, and given preference for positions as they develop in the inverse order of their respective layoff, and all benefits to which an employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. Recalled employee will be given 5 business days, after receipt of certified notice, to respond to the recall. If the recalled employee refuses the recall, they will lose all rights under this Article. During the recall period, employees who have been laid off shall be given every consideration for substitute work within the unit, if they so desire.



D. Seniority Lists

A seniority list for Administrative Assistants will be prepared by the School Committee by October 15<sup>th</sup> of each school year.

**ARTICLE IV**  
**EVALUATION**

Newly hired Administrative Assistants will be evaluated during each of their first two years. After that, Administrative Assistants shall be evaluated at least once every other year. The members of this unit will be evaluated by the Building Principal or their designee. The evaluation instrument will measure the employee's performance against the position expectations as well as attitude and attendance.

The person evaluated will receive a copy of the evaluation. If requested by the Administrative Assistant evaluated, the evaluator will discuss the evaluation with the Administrative Assistants.

The attached Appendix will be used as the evaluation form.

**ARTICLE V**  
**JUST CAUSE**

No non-probationary employee will be terminated, disciplined, or discharged except for just cause.

**ARTICLE VI**  
**LEAVE OF ABSENCE**

Any full time Administrative Assistant with three (3) years of service, or part-time Administrative Assistant with six (6) years of service may be granted a leave of absence.

**ARTICLE VII**  
**PARENTAL LEAVE**

1. Eligibility. All employees covered by this agreement who qualify under Massachusetts law will be eligible for up to eight (8) weeks of unpaid Parental Leave for the purposes of:

- a) giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is physically or mentally disabled;
- b) for adoption if the employee is adopting or intending to adopt; or
- c) for the placement of a child with an employee pursuant to a court order;

If both parents work for the District, they shall be eligible for up to eight (8) weeks of leave in the aggregate.

2. Notification. An employee must give at least two (2) weeks' notice to the Superintendent's Office of their anticipated date of departure and intention to return, or as soon as practicable if the delay in notice is for reasons beyond the employee's control.
3. Documentation. The Superintendent may require the employee to submit documentation sufficient to demonstrate eligibility for Parental leave.
4. Use of Paid Leave. An employee who has accrued sick leave may use their leave during Parental Leave, provided that sick leave may only be used if a physician has certified the medical necessity for the leave time.
5. Restoration and Other Rights. An employee who complies with the requirements for Parental Leave will be restored to their previous or a similar position with the same status, pay, length of service credit and seniority, whenever applicable, as of the date their leave began. The period of Parental Leave will not count toward length of service or seniority.

## **ARTICLE VIII**

### **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 them unable to perform the functions of their 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 their functions (if for their 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 they were 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 their scheduled return date to verify their 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. they 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, they 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 thereunder, 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 IX** **HOLIDAYS**

Labor Day, Thanksgiving, Christmas Day, New Year's Day, Presidents' Day, and Memorial Day shall be paid holidays for employees covered by this contract. Administrative Assistants will receive their normal daily rate for this holiday. A holiday will not count toward the calculation of any additional stipend.

**ARTICLE X**  
**LONGEVITY**

A longevity stipend will be paid each June according to the following schedule:

5 years or more of continuous service:	\$200.00
10 years or more of continuous service:	\$800.00
15 years or more of continuous service:	\$900.00
20 years or more of continuous service:	\$1000.00
25 years or more of continuous service:	\$1100.00

**ARTICLE XI**  
**SALARIES**

Salaries will be increased by the following:

2021-20122	Salary increases will be 2.0%
2022-2023	Salary increases will be 2.0%
2023-2024	Salary increases will be 2.0%

**Administrative Assistants Hourly**

<b><u>Step</u></b>	<b><u>2021-2022</u></b>	<b><u>2022-2023</u></b>	<b><u>2023-2024</u></b>
1	\$18.69	\$19.06	\$19.44
2	\$19.29	\$19.68	\$20.07
3	\$20.07	\$20.47	\$20.88
4	\$20.78	\$21.20	\$21.62
5	\$22.09	\$22.53	\$22.98
At the 8 <sup>th</sup> year of employment	\$22.53	\$22.98	\$23.44

Administrative Assistants with at least a two (2) year college degree or the equivalent approved credits or credits in a degree program will receive a differential of \$.50 per hour.

**ARTICLE XII**  
**ADDITIONAL STIPEND**

An Administrative Assistant will receive 120 percent of the daily rate for each day they work beyond 200 days.

**ARTICLE XIII**  
**CAFETERIA PLAN**

Administrative Assistants are eligible to participate in the Section 125 Cafeteria Plan authorized by the Monson Board of Selectmen as outlined in the Plan Summary provided by the Town Treasurer's office.

**ARTICLE XIV**  
**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 illnesses. 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 impairs 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 employment, will be utilized.

2. Pursuant to the Drug-free Workplace Act (20 U.S.C. 701, et seq.) and the regulations promulgated thereunder, 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 Public 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, dispensation, 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.

**ARTICLE XV**  
**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 Unit D employees individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the Association. Unit D employee 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 not withstanding 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 Public Schools 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 do 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 not withstanding 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 dues in ten (10) consecutive equivalent amounts. If I leave the Monson Public Schools 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. Unit D employees 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.

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

## ARTICLE XVI DURATION OF CONTRACT

This contract commences as July 1, 2021, and shall continue in effect until June 30, 2024.

## ARTICLE XVII 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 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 alleged grievance involved at the procedure level involved.
2. Nothing in this Agreement shall prevent any employee from individually presenting any alleged grievance to their employer provided it affects him 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 may, however, 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.

### 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.

### 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 their own choosing, except that they 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, they will, upon notice to their 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.
7. The Arbitrator shall be without power to add to, subtract from, or modify this agreement in anyway, or to take any action inconsistent with it, and may only address such questions as are presented to them by the parties.

### **ARTICLE XVIII** **MANAGEMENT RIGHTS CLAUSE**

Except as provided for or modified by specific provisions in this Contract or by Chapter 150E of the General Laws of Massachusetts, all of the rights, powers and authority held by the School Committee prior to the effective date of this contract or any prior contract and all rights, powers and authority vested by law in the School Committee are retained by the School Committee and the exercise of said rights, powers and authority shall not be subject to the grievance procedure and arbitration.

**ARTICLE XIX**  
**SUPERVISION OF STUDENTS**

Administrative Assistants shall not be responsible for the sole supervision of students.

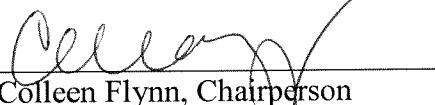
**ARTICLE XX**  
**PROFESSIONAL ADVANCEMENT**

An Administrative Assistant taking a three (3) credit college course, approved in advance by the Superintendent, shall receive reimbursement upon proof of satisfactory completion of said course in an amount not to exceed \$400.00 per course. Two thousand dollars (\$2000.00) per year will be budgeted for this Article, and will be available to Administrative Assistants on a first come, first reimbursed basis.

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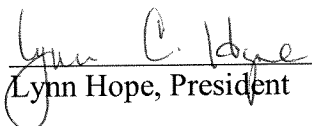
This Agreement has been ratified and has been executed by the duly authorized representatives of the School Committee and the Association.

For the Monson School Committee:

  
\_\_\_\_\_  
Colleen Flynn, Chairperson

5/24/22  
\_\_\_\_\_  
Date

For the Monson Teachers Association:

  
\_\_\_\_\_  
Lynn Hope, President

5/24/22  
\_\_\_\_\_  
Date