

GRANBY PUBLIC SCHOOLS

NON-UNION REPRESENTED EMPLOYEE BENEFITS POLICY MANUAL

I. SCOPE

This Employee Benefits Policy describes the benefits of employment with the Granby Public Schools (“District”). The benefits described in this Employee Benefits Policy may be changed, amended or discontinued by the Granby School Committee at any time unless otherwise restricted or prohibited by law. This Employee Benefits Policy applies to all non-union represented employees of the District, except temporary or casual employees. Except where otherwise specifically exempted in this policy or covered by another policy adopted by the Granby School Committee, all non-represented employees of the school department shall be subject to the personnel policies of the employees of the Granby Public Schools.

Unless otherwise noted, the District employs its employees on an at-will basis. This means that the Employee or the District may terminate employment without notice or without cause at any time.

II. NON-DISCRIMINATION

Section 1. The District will not discriminate against employees because of sex, sexual orientation as defined by law, age as defined by law, race, color, religion, disability, national origin, or genetic information or any other legally-protected classification. (See School Committee Policy File: JICFA)

Section 2. The District is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which includes providing reasonable accommodations. In general, it is the Employee’s responsibility to notify their Immediate Supervisor of the need for an accommodation. The Supervisor may ask you for input on the type of accommodation needed, or the functional limitations caused by the disability. Also, when appropriate, the District may require additional information from the Employee’s physician or other medical provider.

Section 3. It is the District’s policy to prohibit sexual harassment, harassment based on protected-class status and bullying of any employee by another employee, official, contractor or vendor. The purpose of this policy is to ensure that no employee is subjected to sexual harassment or harassment based on protected-class status in the workplace. Such harassment of an employee will not be tolerated. There will be no adverse action taken against employees who report violations of this policy or participate in the investigation of such violations. Retaliation of any kind is also prohibited. (See School Committee Policy File: GBAA; ACAB)

The District issues separate Sexual Harassment, Protected-Class Harassment and Bullying Policies to each new employee and to all existing employees each year. Employees must review the policy and return the signed and dated signature page.

III. EMPLOYMENT STATUS AND WORK SCHEDULE

Section 1. As stated above, unless noted, employees are Employees at-Will. Either the Employee or the District may terminate employment without cause. However, the District requests that the Employee extend to the District the professional courtesy of providing at least two (2) weeks notice of their intent of resignation.

Section 2. Employees who are regularly scheduled to work thirty (30) or more hours per week will be considered to be full-time employees.

Section 3. Employees who are regularly scheduled to work less than thirty (30) hours per week will be considered to be regular part-time employees.

Section 4. Employees shall be categorized as either Administrator, or Non-Professional; Within the Administrator category are two categories: Instructional Administrator and General Administrator. An Instructional Administrator requires advanced education, degrees and/or licensure, as well as the capability to support, advise, and collaborate with building Principals, Central Office Administrators and the Superintendent on educational programming and student achievement/learning. General Administrators require managerial skills necessary for the general daily functions of the District and their area of specialty.

Section 5. Employees shall be categorized as either “calendar year employees” or “academic year employees”, based upon their work year established by the Superintendent. Academic year employees will work the total number of days students are in session and may be required to work additional days, not to exceed (10) ten days, (unless mutually agreed upon).

Section 6. The Superintendent/Designee shall determine each employee’s work year, work category and work schedule.

IV. COMPENSATION

Section 1. The District will provide direct deposit for employees to be deposited on payday at banks to be chosen by the Employee.

Section 2. Employees will be paid one and one-half (1 1/2) times their regular rate for hours worked in excess of forty (40) per week as required by law.

Section 3. Calendar Year Employees are expected to report for work when school is cancelled due to inclement weather. Academic Year employees ‘may’ work. To be paid for the full day, an employee must report by 10:00 A.M. and work the remainder of the day, except if sent home by the Superintendent of Schools. In the event an employee does not report to work, the employee must identify personal or vacation leave to be charged, otherwise the employee will be placed on in unpaid status for the day. This shall not preclude an employee who is actually sick from using sick leave on a snow day.

Section 4. The employee shall be reimbursed for all expenses reasonably incurred in the performance of their duties in accordance with the laws of Massachusetts and the policies of the School Committee, when approved in advance by the Superintendent. Whenever required to travel, the employee shall be reimbursed at the state set rate. The employee will also be reimbursed for reasonable expenses (including meals, lodgings, and/or transportation and fees) incurred for attending workshops, seminars, conferences or other professional improvement sessions which have been approved in advance by the Superintendent. Additionally, employees will be reimbursed for personal property damage incurred in the performance of their duties. The amount of reimbursement will not exceed \$500 for each incident. (i.e. vandalism to car, destruction of clothing, etc.)

The Director of Maintenance will receive a clothing allowance of \$300.00 annually.

V. PAID LEAVES OF ABSENCE

Section 2. Vacation Leave

Only Calendar year employees will be eligible to accrue vacation leave. Full-time employees regularly scheduled to work less than thirty (30) hours per week shall accrue vacation leave on a prorated basis.

Employees shall accrue vacation leave as follows:

All Calendar Year Employees: Employees will earn vacation leave for each full year of service.

Calendar Year Administrators

A. Earned Vacation:

Calendar Year Administrators (Instructional and General): Employees will earn vacation leave accordingly as follows:

1. Vacation requests will be submitted by March 15th of the year during which time off desired. The Superintendent/or designee will notify the employee within two (2) calendar weeks whether the request has been approved or denied.
2. Vacation leave will not be unreasonably denied when school is in session, as long as there is no additional expense to the District.
3. Vacation benefits will be credited up-front at the beginning of the fiscal year.
4. Vacation benefits must be used in the fiscal year in which they are credited; however employees may carry over into the next fiscal year, up to the equivalent of ten (10) days of vacation.

B. Vacation Accrual:

Full Time Calendar Year Instructional Administrators: Total vacation leave, in the amount of twenty five (25) days, as appropriate in conformity with above, shall be credited on July 1 of each year.

Full Time Calendar Year General Administrators: Employees will earn vacation as follows:

One year thru two/four years of service	-	two (2) weeks
Three/Five years through nine years of service	-	three (3) weeks
Four/Ten years through fourteen years of service	-	four (4) weeks
Fifteen years or more	-	five (5) weeks

Calendar Year Non-Professional Employees:

Calendar Year Non-Professional Employees will earn vacation on an accrual basis as follows:

A. Vacation Accrual

1 year	-	75 hours
3 years	-	135 hours
5 years	-	150hours
10 years	-	187.50 hours

B. Earned Vacation

1. Vacation days begin accruing on the first day of employment. Anniversary dates will be used to move to next highest accrual category.
2. Vacation will not be taken until earned. Earned days will be taken at agreed upon times between the immediate supervisor and employee and with Superintendent approval.
3. In the first year of employment, accrued vacation is not considered earned until the completion of one half year of continuous employment.
4. Vacation time is non-accumulative and must be taken before the employee's next anniversary date.
5. Full-time calendar year employees regularly scheduled to work less than thirty (30) hours per week shall accrue vacation leave on a prorated basis.

Section 3. Holiday Leave

Employees shall be eligible for paid holiday leave as stated below at the rate equal to the number of hours the employee is regularly scheduled to work on the day of the week the holiday is observed times the employee's base hourly rate.

The District observes the following holidays unless school is in session:

New Years Day
Martin Luther King Day
President's Day
Patriot's Day
Good Friday (Unless School is in Session)
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veterans Day

Day before Thanksgiving – ½ day
Thanksgiving Day
Day after Thanksgiving
½ Day before Christmas (as long as it is a regular scheduled work day)
Christmas Day

Full-time Calendar year employees: These employees shall receive holiday pay for all of the above holidays unless school is in session.

Full-time Academic year employees: Shall not receive paid holiday leave.

Part-Time Calendar year Employees: Shall receive all holidays officially recognized by Full Time Calendar Employees, but pro-rated to equal one-fifth of their normal work week.

In order to receive paid holiday leave, an employee must work or be on approved vacation leave his/her regularly scheduled day before and regularly scheduled day after the holiday. The Superintendent or his/her designee may waive the requirements of this paragraph.

Sick Leave

Full-time calendar and academic year employees: Shall accrue sick leave per month accordingly:

Calendar Year Administrators: To a maximum of eighteen (18) days per year

Calendar Year Non-Professional Employees - To a maximum of seventeen (17) days/year

Academic Year Employees - fourteen and one half (14.5) days per year

Full-time employees regularly scheduled to work less than thirty (30) hours per week shall accrue sick leave on a prorated basis.

Sick leave will not be available for use until the employee has completed one full month of employment.

Up to ten (10) days per year may be used for illness of spouse, domestic partner, child, or parent, or any relative who resides in the household of the employee. Extensions to this limit may be granted to the Employee upon the approval of the Superintendent.

An employee requesting the use of a sick day will make every reasonable effort to speak with the building administrator or his/her designee at least two (2) hours prior to the start of the employee's work day in order to allow the district to obtain coverage.

A doctor's note shall be presented for any absence of three (3) or more days if requested by the Building Principal or Superintendent. The Building Principal or Superintendent may also require that the employee present a certificate of fitness before the employee is permitted to return to work.

Unused sick leave days may be accumulated from year to year.

Section 4. Bereavement

All Calendar and Academic Year employees shall be eligible for bereavement leave. In the event of the death of a member of the immediate family, or any person residing in the household (including a relative of the second degree), the employee shall be entitled to three(3) bereavement days. Immediate family includes: spouse, child, step-child, foster child, grandchild, father, mother, father-in-law, mother-in-law, siblings, grandparents or domestic partner as defined in the Family Medical Leave Act.

In the case of the death of a family member of the second degree (not residing in the employee's household), the employee will be entitled without loss of pay to the day of the funeral. Relatives of the second degree include: aunts, uncles, nephews, nieces, cousins, and in-laws not mentioned above.

Additional days may be granted by the Principal with the approval of the Superintendent. Bereavement leave shall not accumulate from year to year. Bereavement pay shall not be in addition to vacation or holiday pay.

Section 5. Personal Leave

All Academic Year Employees and Non Professional Calendar Year Employees: Shall receive two (2) personal days, pro-rated based on one-fifth of the employee's normal work week.

All full-time Calendar Year Administrators: Shall be eligible for three (3) Personal days Leave of absence.

A request for personal leave must be made to employee's immediate supervisor at least 48 hours before taking such leave, except in case of emergency as determined by the Superintendent.

Personal leave will not accumulate from year to year, but unused personal leave may be converted to sick leave on a day-for-day basis in the next year.

Section 6. Jury Duty

All employees shall be eligible for jury duty leave.

An employee who shall be required to serve on a jury on days s/he is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his/her base wages for the first three days, or a part thereof, of such juror service, at his/her regular straight time rate. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's base wages for a period of up to fourteen (14) days.

Any employee required to serve on any federal jury on days s/he is scheduled to work shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's base rate for a period of up to fourteen (14) days.

An employee seeking compensation in accordance with this section shall notify his/her direct supervisor and the Superintendent of Schools after receipt of the notice of selection for jury duty, and shall furnish a written statement to the District showing dates of juror service, time served, and amount of juror compensation received.

VI. OTHERS LEAVES OF ABSENCE

Section 1. Upon written request, leave of absence without pay may be granted by the Principal, subject to the approval of the Superintendent of Schools. All requests for extensions or renewals of leaves other than sick leave will be applied for in writing and, if approved, granted in writing.

Section 2. Maternity Leave

All full-time employees are eligible for maternity leave in accordance with Section 105D of Chapter 149 of the General Laws of the Commonwealth of Massachusetts.

Section 3. Military Leave

All employees are entitled to military leave.

All employees who are members of a reserve military force who are ordered to attend military training or to perform other military duties shall be granted a leave of absence for a period not to exceed seventeen (17) days in any fiscal year.

The District shall pay an employee on military leave for training the difference between any pay received for such military duty and the employee's regular hours and base rate of pay for up to seventeen (17) days in any fiscal year in accordance with Section 59 of Chapter 33 of the Massachusetts General Laws.

Employees called to active military service will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 4. Family and Medical Leave Act

The District shall provide Family and Medical leave in accordance with the Granby Public Schools Policy on Family and Medical Leaves and the Family and Medical Leave Act of 1993 (FMLA) ‘

Section 5. Small Necessities Leave Act

The District shall provide Family and Medical leave in accordance with the provided leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149, §52D (SNLA) and the District's SNLA Policy. (See attached SNLA Policy).

Section 6. Responsibilities Regarding Leaves

During any approved unpaid leaves, the employee is responsible for full cost of any benefits to which s/he wishes to subscribe unless otherwise required by law.

VII. INSURANCE PLAN

Section 1. The District will provide health insurance in accordance with Chapter 32B of the Massachusetts General Laws. Employees will receive health and life insurance packages comparable to packages offered to town and school district employees.

Section 2. The District has the right to change health care insurers, providers, plans, premium contribution rates, benefits, physicians and hospital providers. Employees are eligible to participate in an Annuity Plan pursuant to P.L. 87-370.

IV. DRUGS AND ALCOHOL

Employees may not show up for work or at any District-sponsored event even under the influence of alcohol or any controlled substance. Further, employees may not consume, use or possess alcohol or any controlled substance on the District's premises or at any District-sponsored event. Employees will adhere to the Granby Public Schools Drugs and Alcohol Policy.

V. EVALUATION

The Superintendent of Schools shall evaluate the performance of the Employee based upon 1) the duties and responsibilities contained in the job description attached; 2) as presented and called for under M.G.L., Ch. 71 as amended by the Education Reform Act of 1993; 3) as contained in the Policies of the Granby School Committee; 4) and as contained in the policies and directives of the Superintendent; and 5) the annual goals mutually agreed upon by the Employee and the Superintendent/designee. Final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.