

Gloucester School Committee

And

Noon Supervisors' Association

Contract

November 1, 2008 – October 31, 2010

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Gloucester School Committee
And
Noon Supervisors' Association

Contract

Article I Terms of Agreement

The effective date of this Agreement shall be November 1, 2008 and the term shall expire on October 31, 2010.

Article II Management Rights Clause

The Association recognizes and agrees that the direct supervision and management, of the Noon Supervisors is within the direction of the building Principal in which a Noon Supervisor is employed. Without limiting the generality of the foregoing, the Association recognizes and agrees that the building principal, subject to the review and approval of the Superintendent and in accordance with School Committee policies has the right to plan, direct, supervise, hire promote, layoff, temporarily transfer, schedule and assign duties according to position descriptions, and standards of performance in addition to the above, the principal has the right for just and proper cause to demote, discipline, suspend, discharge or permanently transfer employees. The foregoing shall not be taken, however, as a limitation upon the rights of the Association to represent the employees covered hereby in the grievance procedures provided in this agreement.

Article III Wages

	<u>Hired Before September, 1994</u>	<u>Hired After September, 1994</u>
Current (Oct. 2008)	\$11.91	\$9.24
This Contract		
Nov. 1, 2008—Oct. 31, 2009	\$12.09	\$9.38
Nov. 1, 2009—Oct. 31, 2010	\$12.09	\$9.38

Article IV Grievance Procedure

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the grievable problems, which may from time to time arise.

Level One: An employee with a grievance shall prepare his or her grievance in writing and then present and discuss it with his or her building Principal or immediate supervisor outside the bargaining unit, whichever is appropriate, whether directly or with a representative of the Association, with the objective of resolving the matter informally.

Level Two: If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within five (5) work days after his or her presentation and discussion, he or she may file a written grievance with the Assistant Superintendent of Schools within (5) work days after the adverse decision or after the five (5) day period specified, whichever is sooner. The Assistant Superintendent of Schools will represent the administration at this level of the grievance procedure. Within five (5) days after receipt of the written grievance, the Assistant Superintendent of Schools will meet with the aggrieved person or his or her representative in an effort to resolve the grievance. If the aggrieved person does not file the grievance in writing as delineated above, the grievance will be considered waived, unless earlier, by mutual agreement in writing, the aggrieved person was given an extension of time.

Level Three: If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been rendered within five (5) work days after his or her presentation and discussion, he or she may file a written grievance with the Superintendent of Schools within five (5) work days after the adverse decision or after the five (5) day period specified, whichever is sooner. The Superintendent within five (5) day period specified, whichever is sooner. The Superintendent within five (5) work days after receipt of the grievance will meet with the aggrieved person or his or her representative in an effort to resolve the grievance. If the aggrieved person does not file the grievance in writing as delineated above, the grievance will be considered waived, unless earlier, by mutual written agreement, the aggrieved person was given an extension of time.

Level Four: If the grievance is still unsettled, either party may, within fifteen (15) work days after the reply of the Superintendent is due, by written notice, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and Association within ten (10) days after notice has been given. If the parties fail to select an arbitrator, the grievance shall be submitted to the American Arbitration for arbitration pursuant to the rules and regulations of that organization.

The decision of the arbitrator shall be final and binding on the parties, subject to the Massachusetts General Law Chapter 150C, and the arbitrator chosen shall have no power or authority to add or subtract from or modify any of the terms of this Agreement nor to render an illegal or unlawful award. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

The expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

If the aggrieved person does not file the grievance in writing as delineated above, the grievance will be considered waived, unless earlier, by mutual agreement, the aggrieved person was given an extension of time. If no grievance is filed in writing within thirty (30) days after the grievant knew or should have known of the act or occurrence or condition on which the grievance is based, then the grievance will be considered waived. A dispute as to whether a grievance has been waived under this Article will be subject to arbitration under Level Four.

Miscellaneous:

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Forms for filing grievances, serving notices, taking appeals, taking reports and recommendations and other necessary documents shall be jointly prepared by the Superintendent or his/her designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. These forms shall be on file in the Assistant Superintendent's Office for the use of all members.

Decisions rendered at all levels herein of the grievance procedure shall be in writing, setting forth the decision and the reason(s) therefore and will be transmitted promptly to all parties.

Article V Vacation Pay

It is agreed by the parties that Noon Supervisors will be paid their usual wages during school vacation periods, so as to receive pay each week from the opening of school to the closing of school.

It is understood by the parties that this benefit is limited to only those Noon supervisors employed by the Gloucester School System as of June 12, 1972.

It is also understood by the parties that any benefit herein stated is conferred subject to the sick leave provisions of this Agreement.

Article VI Sick Leave

Each employee shall be entitled to ten (10) days of sick leave with pay per year, five (5) applied on September 1st and five (5) applied on January 1st of each school year; said days pay shall be the usual and/or average days pay earned by the employee.

Sick leave shall be accumulated to one hundred (100) days.

Upon retirement, unused accumulated sick days will be bought back at 50% of usual days pay up to one hundred (100) days.

Article VII Bereavement Leave

Note: Article VII (is as it was in the last contract)

Bargaining unit employees will be granted leave with pay in the amount of five (5) working days, not to be charged to sick leave or vacation, in the event of the death of their mother, father, parent of spouse, children, brother, sister, grandparents of employee or spouse, grandchild, brother-in-law, sister-in-law, or a relative or other person permanently residing within the employee's household.

Funeral leave in connection with the death of any other person other than the above will be granted at the discretion of the Superintendent of Schools.

Article VIII Snow Days

Bargaining unit employees shall receive their usual wages for any school day in which school is cancelled due to inclement weather or school emergency.

Article IX Holiday Pay

Bargaining unit employees shall receive their usual day's pay for school holidays occurring during any regular school week in which classes are otherwise in session.

Article X Maternity Leave

Any employee covered by this Agreement shall in writing, as soon as her pregnancy has been definitely determined, notify the Superintendent of Schools. Such employee may apply, in writing, for a leave of absence up to six (6) consecutive months based primary on the health needs of the mother. The Superintendent shall grant such leave of absence without pay.

The employee and the Superintendent of Schools shall arrange for a mutually agreed upon date of the leave of absence without pay.

Upon or in advance of her return to work she shall present proper medical certification evidencing her ability to return to work. The employee, if required by the Superintendent or Building Principal shall be medically examined by a physician chosen by the Superintendent or his/her designee, at the expense of the school administration so as to determine her ability and capacity to perform her full work load.

It is further understood that should an employee request to return earlier than as mutually agreed upon, such request shall be granted subject to the then needs, commitments, and administrative convenience of the Gloucester School System as determined by the Building Principal and subject to the approval of the Superintendent and the aforesaid proper medical certification and/or required medical examination.

Article XI Reduction in Force

Any reduction in the Noon Supervisor work force due to fiscal concerns shall be made in accordance with seniority with the least senior employees being the first to be laid off.

Seniority shall be defined as an employee's length of continuous service as a member of the bargaining unit in years, months, and days dating from his/her most recent date of hire.

Article XII Cardio Pulmonary Resuscitation (CPR) Certification

Each and every Noon Supervisor currently employed by the Gloucester School System shall be CPR certified within six (6) months of the effective date of this contract so long as the certification program is provided by the School Administration at no cost to the employee.

It is further understood that every individual hired after the effective date of this contract shall become CPR certified within six (6) months of his/her date of hire so long as the certification program is provided by the school Administration at no cost to the employee. This certification program must be made available to said individual three (3) times before he/she can be found to have not complied with this provision.

If an individual does not comply with this provision, he/she shall be discharged.

Article XIII In-Service Training

It is hereby agreed that the Noon Supervisors shall participate in paid in-service training and professional development as provided by the Administration. Said in-service and professional development shall be conducted on released days and during regular Noon Supervisor hours, unless mutually agreed upon in writing.

Article XIV Evaluations

Each Noon Supervisor's job performance shall be evaluated in accordance with the provisions of the Gloucester School Committee's policy on Evaluation of Support Services Personnel. It is the expectation that the Building Principal shall do a written narrative evaluation at least once a year of each Noon Supervisor in his/her building.

Article XV Personal Days

Three personal business days will be provided upon approval of the Superintendent, who may waive the maximum number of days allowed. Requests shall be limited to items of personal business, which cannot be dealt with during non-working hours and weekend periods. Personal days are not "entitlement days". These days are built into the contract for "emergencies". Emergencies are things that cannot be done after normal working hours. An employee may not use personal days unless the rationale fits the above criteria. The personal business days granted shall not be chargeable to sick leave or vacation leave, nor will unused personal business days accumulate from year to year. In all cases, appropriate administrative forms must be completed and executed by the employee.

Article XVI Family Medical Leave Act

Family Medical Leave Act and Americans with Disabilities Act: FMLA and ADA shall be incorporated into the CBA (Collective Bargaining Agreement). The School Department's policy is attached as Appendix A.

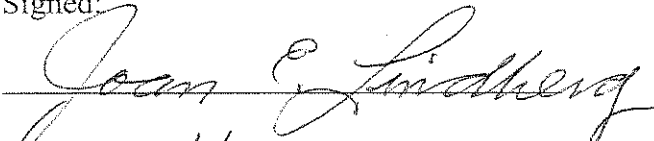
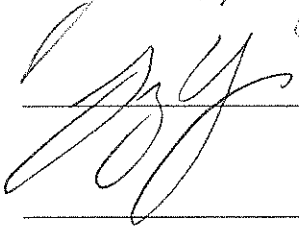
Article XVII Re-opener

The parties agree to re-opening negotiations within six months of the renewal date of this contract.

Gloucester School Committee and Noon Supervisors' Association Contract
November 1, 2008 – October 31, 2010

Signed:

Date:

	<u>6-10-09</u>
 School Comm Chair	<u>6-10-09</u>
_____	_____
_____	_____

NOON SUPERVISORS JOB DESCRIPTION

TITLE: Noon supervisor

QUALIFICATIONS:

1. Must be twenty-one (21) years of age or older.
2. Such alternatives to the above qualifications as the Committee may find appropriate and acceptable.

REPORTS TO: The building principal shall be the immediate superior of the Noon Supervisors.

JOB GOAL: The first and primary duty of a Noon Supervisor is to assure the safety and wellbeing of the student body during such times and occasions as the student body is entrusted to said Noon Supervisor.

To enable students, through meaningful leadership, to enjoy the group interaction and physical exercise which are an integral part of the district educational program.

PERFORMANCE RESPONSIBILITIES:

1. Further, he/she supervises students at recess and maintains a harmonious atmosphere in the recess area.

2. Promotes group games and activities.
3. Takes part in inservice training programs.
4. Directs movement of groups to and from recess area.
5. Supervises students in the classroom or designated inside area if the need/opportunity arises.
6. Keeps students within established school boundaries

TERMS OF EMPLOYMENT: Salary and work year to be established by the Committee.

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the Committee's policy on Evaluation of Support Services Personnel. It is the expectation that the building principal shall do a written narrative evaluation at least once a year on each Noon supervisor in his/her building.