

AGREEMENT

between

CHICOPEE PUBLIC SCHOOL COMMITTEE

and

CHICOPEE EDUCATION ASSOCIATION

(UNIT D - Secretaries/Clerks) –MTA/NEA

Effective July 1, 2018 through June 30, 2021

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AGREEMENT
PREAMBLE

This AGREEMENT entered into between the School Committee of the City of Chicopee (hereinafter the Employer or the Committee) and the Chicopee Education Association/MTA/NEA, Unit D (hereinafter the Association), has as its purpose the promotion of harmonious relations between the Committee and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I
RECOGNITION

The EMPLOYER recognizes the ASSOCIATION as the sole and exclusive bargaining agent on the questions of wages, hours and other conditions of employment for all its secretaries, including but not limited to senior clerk typists, senior clerk-payroll, head clerks.

ARTICLE II
MANAGEMENT RIGHTS

The Committee popularly elected and subject to applicable federal, state, and municipal law is obligated and mandated to maintain the public schools of Chicopee.

Operating in accordance with said laws and limited only by the express terms of this agreement, the Committee and its agents as specified by law has and will continue to exercise its managerial functions which include but are not limited to: (1) full and exclusive control of the schools and school system; (2) full and exclusive control of all of its employees, including but not limited to the right to hire, schedule, promote, transfer, demote or release employees, and the right to discipline, suspend, and discharge such employees with just cause; and (3) determining and administering school department policies.

The Committee and its agents as specified by law retains all powers, rights and duties it had prior to this agreement and the exercise of the foregoing powers, duties, and responsibilities by the Committee in carrying out this mandate under the law shall be limited, abridged, delegated or modified only by the express terms of this agreement any supplement thereto, and relevant state and federal law. The failure of the Committee to exercise any such right or power reserved to it or the exercise by it of any such right in a particular way shall not be deemed to be a waiver nor a restriction of any such exercise of rights or lack thereof.

ARTICLE III
GRIEVANCE PROCEDURE

SECTION A - Definitions:

1. A “grievance” is a claim based upon an event or condition which involved the interpretation, meaning or application of any of the provisions of this Agreement.
2. An “aggrieved person” is the person or persons making the claim.
3. A party “in interest” is the person or persons asking the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

SECTION B - Purpose:

1. The purpose of this procedure is to secure, at the lowest appropriate administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of any employee. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration or member of the Committee, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

SECTION C - Procedure:

All time limits herein shall consist of employee work days exclusive of Saturdays, Sundays, and legal holidays. The time limits indicated hereunder will be considered maxima unless extended by mutual agreement in writing.

Level One: An employee who has a grievance shall, as soon as they learn of it, discuss it with their supervisor orally and informally. If that supervisor fails to answer within ten (10) days, or answers unsatisfactorily, then the grievance shall, within ten (10) days of failure to answer or unsatisfactory answer, be reduced to writing and delivered to the immediate supervisor for central office staff and the building principals for school based staff. Grievances arising in the payroll and bookkeeping departments shall be filed at Level Two.

When a grievance is delivered to the person designated at Level One, he or she shall immediately discuss it with the employee and/or their representative, and shall within ten (10) days, after such

meeting, answer the grievance.

Level Two: If the person designated at Level One fails to answer within ten (10) days or the answer at the Level Two is unsatisfactory, the grievance shall next be delivered to the Superintendent of Schools (or designee) within ten (10) days of the unsatisfactory answer or failure to answer. The Superintendent (or designee) may meet with the employee and/or their representative, but shall within ten (10) days answer the grievance. If that answer is unsatisfactory or not made within ten (10) days then the employee or their representative shall request the Superintendent (or designee) in writing to place it on the agenda of the next regularly scheduled School Committee meeting to occur not less than forty-eight (48) hours after the request is received by the Superintendent (or designee). Such meeting shall occur within fifteen (15) days of the receipt of the grievance and may occur at a regular session or at a special session of the School Committee.

Level Three: Committee on Employee Relations

The parties to establish and maintain during the Life of the Agreement, a joint Committee on Employee Relations, which shall consist of not more than four (4) representatives of the Association, appointed by the President of the Association, and not more than four (4) representatives of the School Committee (which may be School Committee members or members of the administration), designated by the School Committee, one (1) of each will be designated spokesperson. The representatives may be accompanied by advisors of their own choosing at any meeting. The members of the Committee may, from time to time, change depending on the issues pending before the Committee.

The purposes of this Committee shall be: 1) to foster good labor management relations through the implementation of the terms of this Agreement; 2) to seek to resolve, consistent with this Agreement, problems or disputes arising under this Agreement; 3) where appropriate, to seek the resolution of grievances consistent with the terms of this Agreement; and 4) where appropriate subject to the provisions of this section, to enter into mutual agreements to effectuate the terms of this Agreement.

No person or body referenced in this section shall have authority to alter, amend, extend or revise any term of this Agreement. This Committee may enter into binding agreements only to extent consistent with the collective bargaining agreement. Any deviations or resolutions involving the expenditure of funds must be authorized by the School Committee and/or Association.

Unless the parties mutually agree to place an item on the agenda, only those issues which have been filed as a grievance and rejected by the Superintendent or designee at Level Two of the Grievance procedure are eligible for consideration. Time limits for filing at Level Four will be stayed pending the consideration of a grievance by the Employee/School Committee Relations Committee.

Meetings shall be scheduled on a monthly basis during the school year at a mutually agreeable

date and time. A written schedule shall be issued after the first meeting of the school year of meetings dates for the remainder of that year. Procedures with respect to conduct of the meetings shall be established by the Employee Relations Committee.

Level Five: The employee and their representative shall meet with the School Committee, and the Committee or its designee shall, within ten (10) days of such meeting, answer the grievance. If the answer of the grievance given by the Committee at Level Four is unsatisfactory or is not given within ten (10) days, then the employee representative may, under the Rules and Regulations of the American Arbitration Association, petition that Association appoint an arbitrator to hold a hearing on this grievance and render a decision binding on the parties. The Association shall advance a grievance to arbitration by filing a demand with the American Arbitration Association no later than thirty (30) days of receipt of the School Committee Level Four response or not later than forty-five (45) days from the day when the School Committee Level Three response was due, whichever is applicable. The decision of the arbitrator shall be binding on the parties. The decision of the arbitrator is to be rendered within thirty (30) days of the close of the hearing. Days described above shall be employee work days.

SECTION D - Rights of Employees to Representation:

1. No reprisals of any kind will be taken by the School Committee or by any member of the administration or by the Association, the Massachusetts Teachers Association, or the National Education Association against any party in interest, any School Representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.
2. 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 teacher organization other than the Association. When an employee is not represented by the Association and the grievance procedure progresses to Level Two the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

SECTION E - Miscellaneous:

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing over the signature of the President of the Association to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance “through all steps of the grievance procedure even though the aggrieved person does not wish to do so.”
2. When a grievance has not been settled at Level One, decisions leveled at Levels Two and Three of the 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.

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

4. 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. These forms must be used for any grievance filed.
5. In instances of suspension pursuant to the provisions of GL. c. 31, § 41 and/or c. 71, § 42D and discharge pursuant to G.L c. 31, § 41, the employee shall elect one (1) forum to challenge such action. Upon election, access to the other shall be deemed waived.

ARTICLE IV
LEAVES OF ABSENCE

SECTION A - Sick Leave:

Sick leave is interpreted as meaning leave with pay for sickness or accident, the nature of which incapacitates the beneficiary from the duties of his/her position.

1. An employee, upon return from a leave of absence will retain the accumulated and unused sick leave days prior to the leave of absence.
2. Sick leave is cumulative without limit.
3. Twelve (12) month employees will be allowed Eighteen (18) sick days per year.
4. An employee on a continuous paid extended medical leave may return to work on a part-time basis if his/her medical personnel provide documentation substantiating part-time and the part-time work requested does not create an undue burden on the employer, and is approved by the Director of Human Resources.

SECTION B - Bereavement:

1. Up to three (3) days when such absence is occasioned by the death of a sister-in-law, daughter in-law, son-in-law, brother-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, grandchild, whose place of residence was elsewhere than in the home of the employee. Bereavement days do not have to be used consecutively but must be used within a reasonable time period.
2. Up to five (5) days when such absence is occasioned by the death of relatives

residing in the household of or with the employee, or when such absence is occasioned by the death of a husband, wife, father, mother, son, daughter, brother, sister, father-in-law, or mother-in-law, whose residence was elsewhere than in the home of the employee. Bereavement days do not have to be used consecutively but must be used within a reasonable time period.

3. Appropriate release time of not more than one (1) day per year, per occurrence, non-accumulative may be granted for attending funerals of close friends, cousins, or co-workers. Such released time will not be charged against the employees (accumulated sick leave or personal leave. If additional days are needed, they will be charged to personal days. Written application for such absences, if possible, will be made in advance to the school principal and will require advance approval of the Superintendent Application for such absences will be made in advance orally to the school principal or, if the individual is not responsible to a school principal, then to his/her immediate supervisor 1 and written notice of such absence shall be delivered by the employee to the superintendent within (3) days of the date of such absence.

SECTION C - Personal Days:

A total of two (2) days leave of absence for personal, legal, business, household, or family matters which cannot be taken care of other than during school hours, provided, however, that a leave of absence under this section shall not be taken on the day preceding or following a holiday or vacation unless said employee demonstrates that it is an emergency situation or for any reason otherwise satisfactory to the Superintendent, and provided that except in emergency situations, advance application is made to the Superintendent. Personal days will be taken in full or one hour increments. If these days are not used in any particular school year, it or the unused portion thereof may be accumulated year to year.

SECTION D - Religious Holidays:

Up to three (3) days per year for religious observance if said observance prohibits the employee from working a said day.

If, however, observance of a closely held religious belief requires additional accommodation, the employee may seek such an accommodation by application to the Superintendent or the Superintendent's designee.

SECTION E - Extended Leave:

Extended leaves of absence of up to one (1) year may be granted for serious personal or family illness and for other reasons at the discretion of the EMPLOYER All applications for such leave and the granting thereof shall be in writing; such leaves shall be with or without pay at the

discretion of the EMPLOYER and shall be without loss of status, seniority, and all other benefits. Benefits cease to accrue after one (1) year.

SECTION F - Maternity Leave:

All employees in the bargaining unit may be granted leave consistent With the Massachusetts Maternity Leave Act. In addition, all employees of the bargaining unit may be granted leave, consistent with the Family and Medical Leave Act. Upon special application to the School Committee, an employee enjoying the birth or adoption of a child, within only the first 12 calendar months of the birth or adoption of the child, may request an additional leave of absence. Any additional leave shall not exceed one year. In addition, if a pregnant employee suffers a pregnancy related disability, the employee shall provide the School Committee or its designee with a medical certificate requesting leave as an accommodation as well as a written request for leave. Any employee taking leave for a pregnancy related disability will be paid from the employee's sick leave bank.

During the first eight (8) weeks of leave following the birth or adoption of a child, the employee is permitted but is not required to use the employee's accumulated sick leave. Following the expiration of the eight (8) weeks of leave the employee shall be required to exhaust all earned but unused leave time. Any leave granted under this provision shall run concurrently with any leave entitlements under the Family and Medical Leave Act.

Notice of intention to take leave under this paragraph shall be provided to the Superintendent at least thirty (30) days prior to the anticipated date of leave, unless emergency circumstances prohibit such notice. Leave granted under this paragraph will be without loss of status, seniority.

SECTION G - Association Business:

When it is necessary pursuant to Article III (Grievance Procedure) for a representative of the Association to attend a grievance meeting or hearing, commencing with Level Two thereof during a school day he/she will, upon notice to his/her immediate supervisor and to the Superintendent, be released without loss of pay or charge against any leave as necessary in order to permit participation in the foregoing activities. Any employee whose appearance in a grievance commission hearing as a witness as necessary will be accorded the same right. The Association agrees that these rights will not be abused.

SECTION H - Benefits Retained:

All benefits to which an employee was entitled at the time of his/her leave of absence commenced, will be restored upon return of said employee, with no loss of status, seniority, longevity, vacations, and all other benefits. Benefits cease to accrue after one (1) year.

SECTION I - Jury Duty:

Absence for jury duty shall not count in calculating absence limitations under other sections.

The salary paid by the Employer during such an absence shall be at the regular rate less the fee paid by the court for such jury duty.

SECTION J - Renewals or Extensions:

Requests for renewals or extensions beyond these limits will be granted at the discretion of the School Committee. After two (2) years of any Leaves of Absence, as referred in Section A -2, Section C, Section E, and Section O, the Committee will not be required to restore such benefits to the employee.

SECTION K - Severance Benefit:

Upon termination of any employee with at least ten (10) years of service in the Chicopee School System by retirement, voluntary separation, or death, the Committee shall pay to the terminated employee or his/her personal representative, the sum of 50% of the employee's current hourly rate for all sick and personal hours accrued, not to exceed \$1 2,000

SECTION L – Return from Leave:

1. An Employee, upon completion of a leave of absence of up to one (1) year will be assigned the same position held at the time the leave of absence commenced, provided the position is in existence and does not result in the layoff of an individual with greater seniority. Should that position be eliminated, the employee shall replace the employee with the least seniority in the system, provided the employee's seniority is not greater than the employee returning from leave.
2. Employees who at the sole discretion of the School Committee are permitted to return to active employment prior to the completion of a leave of absence will be assigned according to the needs of the School Department. Transfers and/or reassignments beyond the initial placement of said employees returning early from any leave of absence under this Article will be subject to the relevant provisions of this Agreement.

SECTION M - Family Illness:

Ten (10) days for illness or accident of spouse, child, parent, mother-in-law, father-in-law, and others residing in the household of the employee with substantiation in the form of a doctor's certificate and such leave to be deducted from the sick leave.

SECTION N - The provisions of this Article shall be administered in conformity with the Family Medical Leave Act.

SECTION O - Sick Leave Bank:

1. A Sick Leave Bank for the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification is hereby established as of July 1, 1997, exclusively for the use of the members of this bargaining unit. Participation by members of the unit shall be mandatory and each employee shall be assessed one (1) day of his or her annual and/or accumulated sick leave as of July 1, 1997. New members of the bargaining unit shall be assessed one (1) day of their annual and/or accumulated sick leave on July 1 of the employee's first full year of employment. Said days are to be deposited in the Bank. Unused days in the Bank shall carry over from year to year. Should the number of days in the Bank reach the level sixty (60) days or less, then each employee 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. In the event an employee has no accumulated and/or annual sick leave at the time of said assessment, that Secretary shall be assessed the amount of days owing to the Bank the following July 1.
2. Subject to the provisions of this Article each employee may, following a maximum often (10) school days waiting period, be granted by the Bank Committee a maximum of fifteen (15) school days per year from the Bank. If days are granted they shall cover retroactively the waiting period.
3. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee made up of three (3) appointees of the Association. The Sick Leave Bank Committee shall have the power to establish procedural and functional guidelines for the operation of the Sick Leave Bank consistent with this Article. All decisions by the Sick Leave Bank Committee shall be by two (2) affirmative votes and all decisions by the Sick Leave Bank Committee shall be final and binding and not subject to grievance and/or arbitration.
4. The Union agrees to hold the Committee harmless from any grievance or lawsuit arising from any decision of the Sick Leave Bank Committee.

ARTICLE V
SENIORITY/VACANCIES

SECTION A:

Seniority means length of service in years, month and days from the date of first continuous employment with the City of Chicopee. Effective July 1, 1995 seniority accrued after that date

shall be determined in years only.

The Association will provide the Unit D seniority list to the School Administration. The School Administration will provide the Association with an official Unit D seniority list no later than June 30th of every year.

The seniority list will include date of hire in Chicopee, date of Civil Service provisional appointment, (See Article VI) and date of Civil Service permanent appointment (See Article VI).

SECTION B:

When a vacancy occurs in a position, which the Superintendent (or designee) decides to fill, or a new position is established for which any member of the Association is eligible, notification of the position shall be distributed by the Superintendent to the President of the Association within ten (10) working days after the position becomes vacant. A copy shall be posted in each building or office through the closing date for application as stated on the vacancy notice. The vacancy notice shall include the following:

1. Job classification.
2. Name of school or building.
3. Work year
4. Salary, hours per day, days per week.
5. Date employee is to assume this position.
6. Closing date for applications.

SECTION C:

Employees who wish to be considered for a position must make a written application to the Superintendent (or designee) by the closing date as stated on the vacancy notice. The closing date will not be less than two (2) weeks from the date of the vacancy notification posting.

SECTION D:

In filling vacancies, where there are applications filed under Section D above of the article, the following factors will be considered:

1. Overall performance and qualifications for the position.

2. Seniority.

SECTION E:

When any position becomes vacant due to an employee retiring, which the Superintendent decides to fill, the Superintendent (or designee) shall post vacancy in all buildings fourteen (14) calendar days before retirement is to be effective.

SECTION F:

All applications received on or before the closing date as specified on the vacancy notice will be considered as provided for in Section E.

SECTION G:

The Superintendent (or designee) will notify the successful applicant chosen, with a copy to the Association President, within thirty (30) days after the closing date, provided that the Superintendent (or designee) has authorized and approved of the selection of the Principal, if based in one (1) building.

SECTION H:

Whenever vacancies occur for which any unit member is eligible, she or he may file a transfer request which will be considered as in Section E above. No transfer request will be considered from any person who has been granted a voluntary transfer within six (6) months preceding the said request.

SECTION I:

Employees categorized under Civil Service regulations as “Intermittent employees” will be entitled to the full benefits of this Agreement upon completing ninety (90) calendar days of employment, retroactive to the date of employment.

SECTION J - Temporary Vacancies:

Temporary vacancies created by an employee on recognized leave of absence up to one (1) year will be filled on a temporary basis at the discretion of the School Committee and will not be subject to the posting and bidding provisions of this Agreement. Every effort will be made to fill from a Senior clerk typist temporary civil service list. Such temporary hires will be paid at Step One of the Senior Clerk Grade I salary rate. If an individual is assigned by the Superintendent (or designee) to a higher grade or rated position for more than fifteen (15) days, they will receive the higher pay for that position.

SECTION K- Overtime Positions/Temporary Positions:

A list will be compiled once per year in September at the commencement of the school year and distributed to all secretaries requesting they indicate their willingness to be assigned to extended overtime work positions as the need arises whether or not any such work is anticipated.

Interested employees will be called by seniority and applicable skills on a rotating basis to fill such overtime duties. These additional hours will have no impact on the regular work day.

The School System may hire temporary employees to perform Unit D work during the workday. However, this temporary assignment will last no longer than three (3) months unless the parties mutually agree to extend the timelines. The pay rate will not exceed Step 1 of the appropriate salary schedule in Appendix A.

SECTION L- Initial Salary Schedule Placement

New hires shall be placed on the step schedule according to similar experience. Employees who transfer or are hired into the bargaining unit from another City or School District department shall receive full credit for their years of employment on the salary schedule, provided their experience is similar.

ARTICLE VI
APPOINTMENTS

SECTION A:

The name of every newly hired employee exclusive of substitutes will be submitted by the Superintendent as appointing authority for provisional, or permanent appointment within thirty (30) days from initial hiring.

1. The date upon which an employee receives provisional appointment as shown on Civil Service form Authorization and Notification of Employment for Provisional Appointment, and subsequently by the Employer, shall establish a “service” date only. It is understood that this “service” date does not establish “seniority” as governed by Civil Service, M.G.L. c. 31 -33 outlined in Article V, Section 1 of this Agreement.
2. A provisional appointee shall have her name resubmitted to the Employer by the Superintendent for a permanent appointment and the establishment of the “seniority” date as stated on the permanent Civil Service form, Authorization of Employment. Such employee shall rank below all others until such permanent appointment is received. Employees categorized as “provisional employees” will be entitled to full benefits of this Agreement upon completing thirty (30) calendar days of employment, retroactive to the date of employment.

SECTION B:

A letter confirming “service,” and/or “seniority” dates, following School Committee appointment and/or reappointment, will be provided to the Appointee and a copy to the Association President by the Superintendent.

SECTION C:

The Association has the right to bring to the attention of the Superintendent for action the name of any substitute who has served continuously for more than six (6) months for a decision as to appointment under Section A of this Article.

SECTION D:

The Committee and the Union agree to support any coordinated effort to eliminate civil service as a requirement for employment and a member of Unit D.

ARTICLE VII

INVOLUNTARY CHANGES OF ASSIGNMENT

SECTION A - Reduction of Personnel:

1. a. The Administration will provide quarterly list of current or active employees.
- b. If a position is being eliminated, in accordance with Chapter 31 Section 30 of Civil Service Laws and Rules, the Superintendent will notify the employee in writing as soon as he becomes aware of the anticipated elimination of the position, with a copy of said notification to the Association President and to the Chairperson of the Unit C Negotiations Committee.
2. The Superintendent will arrange to meet with the employee as soon as possible, at which time the employee will be allowed to review the following options for placement in a comparable position:
 - a. Positions held by non-Civil Service employees with the same classification; or
 - b. Existing vacancies, after posting in accordance with terms of Article V, Section 6; or c. In the event either a or b above are not applicable, the employee will be able to exercise seniority to replace the Civil Service employee within her classification with the least seniority.

SECTION B:

1. Occasions may arise where unit personnel may be considered for a change in assignment. If this should occur, said employee will be notified by their immediate supervisor at which time the employee will be apprised of all conditions relative to the anticipated change.
2. The employee may request the reasons for said change in assignment in writing and following same, may respond in writing before the effective date of the reassignment. Said employee will also have the right to discuss said change of assignment with the Superintendent in the company of an Association officer if they so choose.
3. If a vacancy occurs as a result of an involuntary change in assignment, the vacancy shall be posted in accordance with the provisions of Article V Seniority Vacancies Section B.

4. Seniority for purposes of Article 7 shall be as defined in Massachusetts General Laws Ch. 31 § 39.
5. Temporary involuntary transfers shall not exceed sixty (60) working days in length. By mutual agreement such temporary involuntary transfers may be extended up to ninety (90) working days.
6. The parties agree that when the involuntary transfer language of Article VIII (B) is invoked, the affected clerk will be given two (2) weeks' notice of the impending transfer and an opportunity to meet with the Superintendent of Schools in advance of the effective date of such transfer.

ARTICLE VIII
WORK WEEK AND HOURS OF WORK

SECTION A:

The normal work week shall not be greater than five (5) consecutive days.

SECTION B:

The parties hereto recognize that the bargaining unit consists of one (1) group:

1. 52 week group (52 weeks)

SECTION C

1. 52 Week Employees:
 - a. 52 week employees will work no more than thirty-five (35) hours per week unless they receive additional compensation. Additional time beyond thirty-five (35) hours of work per week will be paid at the rate of one and one-half (1 ½) of their normal rate hour. Compensation time shall accrue at the same rate (1 ½ times).
 - b. Any compensation time granted in lieu of overtime shall be at the mutual agreement of the supervisor and employee.
 - c. When schools are closed for vacation, the working time for all employees will be one half (1/2) hour less than normal schedule with no loss of pay. Both the employee and his/her immediate supervisor will mutually agree

upon the starting and dismissal times.

- d. Hours for clerical staff in administration will normally be 8:00 a.m. to 4:00 p.m. with one (1) hour duty-free lunch included. Clerical staff the schools will work seven and one-half (7 ½) hours with a one-half (½) hour lunch break included.

When school is cancelled due to inclement weather, Unit D employees will not be required to report to work at no loss of pay. When school is not in session and weather conditions necessitate the closing of offices, Unit D members shall be notified of such closure.

- e. Parking lots and sidewalks will be cleared and treated for snow prior to the scheduled arrival of secretarial staff.

SECTION D - Flexible Work Schedule:

The School Committee and the Chicopee Education Association Unit D agree as follows:

That any clerical employee who applies to the immediate supervisor may be allowed to work on a flexible work schedule, provided, however, that flexible scheduling may be denied depending on coverage and the need(s) of the District and not require overtime. Such schedule shall consist of those hours an employee and the immediate supervisor agree shall be the hours of work. An employee on the flexible work time schedule may request a change in his/her hours of work at the end of each month of work on such schedule. An employee on the flexible time schedule shall work seven (7) hours per day. No employee shall be required to work a flexible work schedule.

SECTION E - Mileage Reimbursement:

All employees who are required to use their own vehicle while conducting School Department business shall be reimbursed for all mileage incurred at the IRS rate.

ARTICLE IX **EVALUATION & PERSONNEL FILES**

SECTION A - Employee Evaluation:

All evaluations will be sent out by the Committee on May 1st.

- 1. Employees with five (5) or fewer years in the School System will be annually evaluated. Employees with six (6) or more years will be evaluated every other year unless an employee is on a remediation plan which requires annual evaluation. Immediate supervisor shall be defined as building principal or

administrator in charge of department to which the employee is assigned. Such evaluation will be prepared during the month of April using the standard form developed for that purpose.

2. Each employee will be shown a copy of any evaluation prepared on them and will be given a copy of any such evaluation.
3. Each employee will acknowledge that she/he has had the opportunity to read his/her evaluation by signing the evaluation report. Such signature does not necessarily indicate agreement with the contents of the evaluation. The employee will have the right to respond in writing to any aspect of the evaluation. Such response will be permanently attached to the evaluation.

SECITON B - Personnel Files:

1. There shall be one official personnel file for each employee, kept by the Business Manager.
2. Employees shall have the right, upon request and at reasonable times, to review and copy the contents of their personnel file. Such review will be conducted in the presence of a member of the school administration. At the option of the employee, a representative of the Association may also be present.
3. No material derogatory toward the character or performance of an employee will be placed in an employee's personnel file unless the employee has had the opportunity to review it. The employee will acknowledge she/he has had an opportunity to review the document by signing the copy to be filed. Such signature in no way implies agreement with the contents of the document in question. An employee will also have the right to submit a written response to said document. This response will be reviewed by the Superintendent and will become a permanent part of the file.

ARTICLE X
VACATIONS

1. Employees shall be entitled to the minimum paid vacation period which is now or which may be hereafter prescribed by any provision of the General Laws applicable to the position. Paid vacations are as follows:

1	year	2 weeks
5	years	3 weeks
10	years	4 weeks

20 years 5 weeks

2. All employees shall be entitled to take vacation day(s) or weeks) at a mutually agreeable time the employee and the immediate Supervisor, provided the anniversary dates falls in the same calendar year. Upon advance approval from the Superintendent or his designee, an employee may be permitted to carry over five (5) vacation days. Upon resignation or retirement, the employee shall be entitled to all vacation time due, if employee has worked in the calendar of said entitled vacation.
3. New employees will begin accruing vacation days at the beginning of the third calendar month of his/her employment. Accrued vacation leave will be earned at the rate of one (1) day per month during their first year of employment. If the hire date is after October 31st vacation time of two (2) weeks will be granted on the following January 1st. An employee's anniversary date shall be deemed to occur on January 1st of each year after the first year of employment.
4. Vacation time credit for new bargaining unit members, will be pro-rated if their previous City and/or School Department employment was fewer than twelve (12) months per year.

ARTICLE XI
LONGEVITY

Those employees whose anniversary date, defined as the first day of continuous employment, falls within the first half of the year, shall receive a longevity payment on the first June paycheck and those employees whose anniversary date falls in the second half of the year shall receive a longevity payment on the first December paycheck date, based on the following scale, after completion of:

5 full years service	\$ 300 per year
10 full years service	\$ 525 per year
15 full years service	\$ 675 per year
20 full years service	\$ 1000 per year
25 full years service	\$ 1100 per year
30 full years service	\$ 1200 per year

For the purpose of this article continuous employment shall include continuous service within the City of Chicopee.

Employees employed as of the ratification of the 2018-2021 contract shall be eligible for the increases in longevity negotiated for that contract.

ARTICLE XII
GROUP INSURANCE AND RETIREMENT PLAN

All employees covered by this Agreement shall be covered by the Retirement Plan as prescribed by law.

All employees covered by this Agreement shall be eligible to participate in the group insurance plans of the City of Chicopee.

ARTICLE XIII
PAID HOLIDAYS

All employees shall receive their regular compensation for each of the following days, provided they have been on the payroll for twenty (20) working days preceding the holiday:

New Years' Day	Martin Luther King Day
Washington's Birthday	Good Friday
Patriots Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Day before Thanksgiving	Thanksgiving
Day after Thanksgiving	When Christmas is preceded by Work day Employees will be Granted one-half (1/2) day with pay Christmas

If December 31st is a workday it shall be a half-day at full pay.

The parties further agree that the employees covered by this agreement are entitled to the paid holidays listed in Article XIII of the agreement. Should a holiday fall on a Saturday or Sunday, the holiday will normally be celebrated the preceding Friday or following Monday, as designated by the Superintendent and in accordance with state and federal law.

However, should operational circumstances require that school offices remain open, those clerks affected will be allowed to request an alternative paid day in lieu of the holiday, subject to advance approval by their immediate Supervisor.

ARTICLE XIV
GENERAL

The Committee or agents as specified by law, functioning as authorized and required by State, Federal, and Civil Service Law, may exercise the rights it has under said law, but before implementing any decision which alters this agreement agrees to negotiate over the effect of any such decision on wages, hours, and conditions of employment. The word "alter" shall not be synonymous with the word "violation."

ARTICLE XV
SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law or Civil Service Laws and Rules, then such

provision or application shall not be deemed valid and subsisting, except to the extent permitted by law or Civil Service Laws and Rules, but all other provisions or application will continue in full force and effect.

ARTICLE XVI
NO STRIKE

The Association agrees that for the duration of this Agreement it shall not engage in a strike, nor shall it induce, encourage, or condone any strike, work stoppage, slowdown or withholding of service.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons or other employers, union or associations who are not signatory parties to this Agreement. Employees who violate this provision shall be subject to disciplinary action, including discharge for just cause.

If the School Committee claims the Association has violated any provisions of this Article, it may present such claim to the Association for a meeting between the School Committee's representatives and the Association or its representatives to take place within five (5) calendar days. Upon conclusion of the meeting, the Association will provide the School Committee with its written decision within five (5) calendar days. If the claim is not resolved, the School Committee may submit the dispute to arbitration under the procedure described in Article III of this Agreement.

ARTICLE XVII
PROFESSIONAL GROWTH AND DEVELOPMENT

Each unit member shall be eligible for one hundred fifty dollars (\$150.00) in professional growth money to be utilized for courses, workshops, seminars, and the like. Unit members will be required to request approval of all such training by their appropriate supervisors. Time release will be granted for approved training during the normal work day.

The district will provide relevant job related professional development to all Unit D staff throughout the year, which will include but not be limited to cross training, computer skills, and computer application skills.

ARTICLE XVIII
SUBSTITUTE COVERAGE

Elementary Schools and Pre-K: Employer agrees to arrange for substitute coverage when a clerk or non-bargaining unit administrative office employee will be temporarily absent from working for a pre-determined length of time of at least 10 consecutive days. Middle Schools and High

Schools: Employer agrees to arrange for substitute coverage when the Employer knows in advance that a clerk will be temporarily absent from working for a pre-determined length of time of at least 20 consecutive days. In all cases, the Employer may arrange for substitute coverage sooner during periods of absence in its sole discretion.

ARTICLE XIX
WORKERS COMPENSATION AND USE OF SICK LEAVE

The parties agree to allow sick leave to be used to make up the difference between the workers compensation benefit and the employee's salary in the case of a work-related injury.

ARTICLE XX
DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of July 1, 2018 and will continue and remain in full force and effect through June 30, 2021.. For Year 1, if employees have left the bargaining unit, their retroactivity will be prorated for the number of days in Year 1 that they were still in the unit. Negotiations for a successor agreement shall begin no later than September 15, 2020 and shall begin by mutual agreement of the Association and the School Committee.

The Association will prepare the new contract and provide the School Committee with two (2) copies including a final electronic copy.

ARTICLE XXI
MISCELLANEOUS

The Unit D Chair, or his/her designee, and one (1) other association member, for a total of two (2) association representatives, will be allowed to attend MIA or NFA educational conferences or conventions. The names of all representatives will be submitted to the Superintendent for his/her approval as soon as practicable and under normal circumstances not later than two (2) weeks prior to the date of the conference or convention.

ARTICLE XXII
AUTOMOTIVE VANDALISM

The School Committee will, upon receipt of a documented claim and evidence of an insurance company payment and evidence of repair, contribute a maximum of five hundred dollars (\$500.00) to offset the deductible costs incurred by the employee. The documentation must establish that the vandalism act occurred while the employee was on-the-job and executing the assigned duties of his/her job.

ARTICLE XXIII
MUTUAL RESPECT

The School District and the Association agree that mutual respect between and among Central Office administration, managers, directors, principals, vice-principals, coordinators, supervisors, teachers, secretaries, clerks, paraprofessionals, other employees and co-workers is integral to the efficient conduct of the School District's business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. Employees who believe they are subject to such behavior should raise their concerns with an appropriate manager, supervisor or principal as soon as possible, but no later than ninety (90) days from the occurrence of the incident(s). In the event the employee(s) concerns are not addressed at the manager, supervisor or principal level, whether informally or through the grievance procedure, within a reasonable period of time, the employee or the Association may file a grievance at Step 2 of the grievance procedure as set forth in Article III. If an employer or the Association requests a hearing at Step 2, such hearing shall be granted. Grievances filed under this section shall not be subject to the arbitration provisions set forth in Article III. No employee shall be subject to discrimination for filing a complaint, giving a statement, or otherwise participating in the administration of this process. An alleged violation of this Article may be grieved, but it may not proceed beyond the Superintendent of Schools.

ARTICLE XXIV
ATTENDANCE INCENTIVE

Any Unit D employee who uses less than 56 hours of sick leave in a fiscal year will receive a five hundred dollar (\$500.00) stipend. The stipend will be paid no later than September 1.

ARTICLE XXV
DIRECT DEPOSIT

All Unit D employees are required to sign up for Direct Deposit as a condition of their employment. Persons designated as Head Clerks shall receive an additional twenty-five dollars

(\$25.00) per week.

IN WITNESS WHEREOF, the parties hereunto set their hands as of the _____ day of _____, 2019.

FOR THE SCHOOL COMMITTEE OF
THE CITY OF CHICOPEE

FOR THE CHICOPEE EDUCATION
ASSOCIATION UNIT D

FOR THE CITY OF CHICOPEE

City Solicitor
(Approved as to Form)

APPENDIX A
SALARY SCHEDULE

The clerk designated by the administration (after posting) to be responsible for telephoning and coordinating the daily sub para assignment and the daily sub bus assignment, will be compensated at 1 ½ times their individual hourly rate.

	CLERICAL	
	2.00%	
<u>2018-2019</u>		<u>BA DEGREE</u>
Step 1	17.3355	17.6822
Step 2	17.6893	18.0430
Step 3	18.0502	18.4112
Step 4	18.4103	18.7785
Step 5	18.7688	19.1442
Step 6	19.1281	19.5107
Step 7	19.4869	19.8766
Step 8	19.8447	20.2416
Step 9	20.2041	20.6082
Step 10	20.3835	20.7912
Step 11	21.1187	21.5411
Step 12	21.5411	21.9719
Step 13	21.9719	22.4113

	SENIOR PAYROLL	
	2.00%	
<u>2018-2019</u>		<u>BA DEGREE</u>
Step 1	18.6309	19.0035

Step 2	19.0111	19.3913
Step 3	19.3991	19.7871
Step 4	19.7564	20.1515
Step 5	20.1027	20.5048
Step 6	20.4816	20.8912
Step 7	20.8064	21.2226
Step 8	21.1852	21.6089
Step 9	21.5209	21.9513
Step 10	21.7049	22.1390
Step 11	22.4378	22.8865
Step 12	22.8865	23.3442
Step 13	23.3442	23.8111

	CLERICAL	
	2.00%	
<u>2019-2020</u>		<u>BA DEGREE</u>
Step 1	17.6822	18.0358
Step 2	18.0430	18.4039
Step 3	18.4112	18.7795
Step 4	18.7785	19.1541
Step 5	19.1442	19.5271
Step 6	19.5107	19.9009
Step 7	19.8766	20.2741
Step 8	20.2416	20.6465
Step 9	20.6082	21.0203
Step 10	20.7912	21.2070

Step 11	21.5411	21.9719
Step 12	21.9719	22.4113
Step 13	22.4113	22.8596
	SENIOR PAYROLL	
	2.00%	
<u>2018-2019</u>		<u>BA DEGREE</u>
Step 1	19.0035	19.3835
Step 2	19.3913	19.7792
Step 3	19.7871	20.1828
Step 4	20.1515	20.5545
Step 5	20.5048	20.9149
Step 6	20.8912	21.3091
Step 7	21.2226	21.6470
Step 8	21.6089	22.0411
Step 9	21.9513	22.3903
Step 10	22.1390	22.5817
Step 11	22.8865	23.3442
Step 12	23.3442	23.8111
Step 13	23.8111	24.2873

	CLERICAL	
	1.00%	
<u>2020-2021</u>		<u>BA DEGREE</u>
Step 1	17.8590	18.2162
Step 2	18.2235	18.5879

Step 3	18.5954	18.9673
Step 4	18.9663	19.3456
Step 5	19.3356	19.7223
Step 6	19.7058	20.0999
Step 7	20.0754	20.4769
Step 8	20.4441	20.8529
Step 9	20.8142	21.2305
Step 10	20.9991	21.4191
Step 11	21.7565	22.1916
Step 12	22.1916	22.6354
Step 13	22.6355	23.0882
	SENIOR PAYROLL	
	1.00%	
<u>2020-2021</u>		<u>BA DEGREE</u>
Step 1	19.1935	19.5774
Step 2	19.5852	19.9769
Step 3	19.9849	20.3846
Step 4	20.3530	20.7601
Step 5	20.7098	21.1240
Step 6	21.1002	21.5222
Step 7	21.4348	21.8635
Step 8	21.8250	22.2615
Step 9	22.1708	22.6142
Step 10	22.3604	22.8076
Step 11	23.1154	23.5777

Step 12	23.5777	24.0492
Step 13	24.0492	24.5302

: Effective the third year (2020-2021) of this Agreement, either party may reopen the Collective Bargaining Agreement on wages should the Commonwealth of Massachusetts and City of Chicopee provide to the Chicopee Public Schools for that year funding that can be used for general salary increases that is in excess of such funding that was provided for the current (2018-2019) year.