

Holyoke Educators Association
and
Holyoke Public Schools

Collective Bargaining Agreement
July 1, 2017 - June 30, 2020

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PART 1: INTRODUCTION

Central to the vision of the Holyoke Public Schools is the empowerment of individual schools in a decentralized district environment. In the past, common terms and conditions of employment have been centrally negotiated and uniformly applied, regardless of each school's unique needs. Moving forward, local stakeholders will determine the nature and utility of terms and conditions of employment previously set centrally, consistent with the directives of and subject to the approval of the Superintendent.

In addition to school empowerment, several other guiding principles influenced this document.

- **Professional Workforce.** This document presents professional policies for working conditions, compensation, and evaluation of Educators.
- **Flexibility to Drive Rapid Student Progress.** This document preserves the ability to make necessary changes quickly for the benefit of improving student outcomes.
- **Effective Use of Resources.** Given the historically tenuous financial circumstances of the District, a conscious effort was made to align scarce resources with educational priorities.

ARTICLE 1: PARTIES AND UNION RECOGNITION

The Holyoke School Committee

The parties acknowledge that a Receiver has been appointed for the District, is vested with all the powers of the Superintendent and the School Committee pursuant to G.L. c. 69, §1K, and can exercise all powers granted to the School Committee, District and/or Superintendent herein. Wherever a reference in a collective bargaining agreement is made to the "school committee" or the "superintendent," it will be interpreted to mean the "Receiver."

Holyoke Educators Association

For the purpose of collective bargaining with respect to wages, hours, standards of productivity and performance and any other terms and conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of the administrative staff of the Holyoke Public Schools hereinafter referred to as administrators consisting of:

All assistant principals, supervisors and directors and deans but excluding the Superintendent of Schools, all Cabinet positions, other executive leadership positions and other confidential

and/or managerial employees.

ARTICLE 2: DEFINITIONS

- The term "committee" as used in this Agreement means the Holyoke School Committee and the school administrative organization.
- The term "parties" as used in this Agreement refers to the committee and the union as participants in this Agreement.
- The term "school" as used in this Agreement means any work location or functional division maintained by the school department.
- The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.
- The term "administrator" and the term "person" as used in this Agreement mean a person employed by the committee in the bargaining unit as described in Article 1.
- The term "Union representative" as used in this Agreement means any qualified designee of the union.
- Wherever the term "elementary" is used in this Agreement it is to include kindergarten and pre-kindergarten.
- Wherever the singular is used in this Agreement, it is to include the plural.
- The term "administration" as used in this Agreement refers to the Superintendent or any qualified designee of the Superintendent so stated in writing.

ARTICLE 3: MANAGEMENT RIGHTS

Subject only to the limits stated in this Agreement, the Holyoke Educators' Association recognizes that the Holyoke School Committee and the Superintendent retain the exclusive rights to manage its affairs, including (but not limited to) the right to determine the means and methods of operation to be carried out, to direct its employees, and to conduct district operations in a safe and efficient manner, implement part time positions at its discretion and outsource positions in whole or in part, provided that no bargaining unit member with professional status shall be laid off, except in instances where the Superintendent utilizes the processes described in Article 4 of this agreement.

Nothing contained in the collective bargaining agreements shall be construed to limit the rights of the Receiver and/or the Commissioner as provided in G.L. c. 69, § 1K.

The Receiver may outsource work in whole or in part, may transfer bargaining unit work, and may hire and employ part-time employees.

The Receiver may create nontraditional administrative positions in order to operate the district efficiently. Such positions will not be covered by any district collective bargaining agreement.

The Receiver may change work schedules for all bargaining units to mirror the time that schools are in session and offices are open.

The Receiver may implement changes pursuant to the turnaround plan notwithstanding any existing district policy, "past practice," side letters, or extra-contractual agreements. To the extent that a collective bargaining agreement codifies and/or incorporates existing policies or practices, such provisions are suspended.

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect, while at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993, the Achievement Gap Act, and any subsequent amendments thereto.

The Superintendent and the School Committee reserve and retain the customary and other rights afforded to them by statute or otherwise.

ARTICLE 4: CHANGES DURING THE LIFE OF THE AGREEMENT

Any changes to provisions of this agreement which the Superintendent deems necessary to maximize the rapid improvement of academic achievement of Holyoke students may be implemented at the start of the next academic semester or sooner if by mutual agreement, following a 45 calendar day period of good faith negotiations with the union. Such changes however, may be implemented immediately following the negotiation period if unforeseen circumstances as determined by the Superintendent make immediate implementation appropriate.

For any issue not covered by this agreement the Superintendent may implement changes after a 20 calendar day period of good faith negotiations.

This article shall not be subject to arbitration.

ARTICLE 5: DURATION OF AGREEMENT

This collective bargaining agreement is for the term July 1, 2017 through June 30, 2020.

PART 2: UNION PRIVILEGES and RESPONSIBILITIES

The Holyoke Public School District aims to “build on the assets of Holyoke students, parents, educators, community members, and partners” to create great schools for Holyoke. As a key District partner, the Holyoke Educators’ Association is uniquely positioned to be a force for positive change. The District seeks a genuine partnership with the Union and its members to drive rapid improvement in the Holyoke Public Schools.

ARTICLE 6: FAIR PRACTICES

As sole collective bargaining agent, the Union will continue its policy of accepting into voluntary membership all eligible persons in that unit without regard to race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity, genetic information, military service, or because of marital, parental, or veteran status. The Union will represent equally all persons without regard to membership, participation in, or activities in, any employee organization. The Committee agrees to continue its policy of not discriminating against any person on the basis of race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity, genetic information, military service, or because of marital, parental, or veteran status, or participation in, or association with, the activities of any employee organization.

ARTICLE 7: PAYMENT OF DUES

The Union may secure authorization of payroll deductions for Union dues. Such authorization may be receivable as provided by law. The Committee will request the Treasurer of the City of Holyoke to submit such sums in total to the Union Treasurer.

ARTICLE 8: PAYROLL DEDUCTIONS FOR AGENCY SERVICE FEE

As a condition of employment, members of the bargaining unit who are not members in good standing of the Holyoke Educators’ Association shall pay to the Holyoke Educators Association an agency service fee equal to the amount required to become a member and remain a member in good standing in the Union. Such fee shall be considered commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the Massachusetts Department of Labor Relations.

ARTICLE 9: PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

Nothing contained herein shall be construed to prevent the Committee, a member of the

Committee, or its designated representative from meeting with any administrator for expression of an administrator's views.

Nothing contained herein shall be construed to permit any organization other than the Union to participate in the processing of a grievance.

Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.

ARTICLE 10: USE OF FACILITIES BY UNION

Before the opening and after the close of school, the Union shall have the right to use designated areas in school buildings for meetings, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the principal or Superintendent in advance. All requests for building use shall conform to School Committee Rules and Regulations provided, however, that there shall be no cost to the Union for such meetings if no overtime custodian cost is involved.

ARTICLE 11: SCHOOL VISITATION BY AUTHORIZED UNION REPRESENTATIVES

Upon notification by the Union, the Superintendent shall authorize one non-employee representative of the Union to visit schools during working hours to confer on working conditions, grievances, or other matters relating to the terms and conditions of this Agreement.

ARTICLE 12: SCHEDULE FOR UNION PRESIDENT

The Union President shall be allowed to perform union duties at all times when he/she does not have other professional obligations subject to the approval of the Superintendent/designee. S/he shall be provided the flexibility to leave the school building, provided that the principal is so notified.

ARTICLE 13: GRIEVANCE PROCEDURE

Any dispute over the application, meaning, or interpretation of an action taken by the Receiver/HPS in formulating, implementing, or administering any component of the turnaround plan shall be subject to the following dispute resolution procedure, which shall be the exclusive process available for resolving the dispute. Accordingly, the provisions of the grievance and arbitration articles of all the collective bargaining agreements are suspended and/or modified relative to such disputes.

Step 1

- The employee may bring a concern to the principal/head of department in writing within five (5) calendar days of the occurrence of the event giving rise to the concern. The employee should specifically state the desired resolution.
- The employee may be represented by a union representative at any stage of the dispute resolution process.
- Within 5 calendar days of the receipt of the concern, the principal/head of department should meet with the employee to discuss the concern.
- Within 5 calendar days of the meeting, the principal/head of department should issue a decision in writing to the employee.

Step 2

- If the employee is not satisfied with the resolution issued by the principal/head of department, s/he may bring the concern to a senior HPS executive, designated by the Receiver, in writing within 5 calendar days of receiving the principal's/head of department's decision.
- Within 5 calendar days of the receipt of the concern, the HPS executive should meet with the employee to discuss the concern.
- Within 5 calendar days of the meeting, the senior executive should issue a decision in writing to the employee.

Step 3

- If the employee is not satisfied with the resolution issued by the senior HPS executive, s/he may bring the concern to the Receiver (or his designee, if applicable) in writing within 10 calendar days of receiving the previous decision.
- Within 10 calendar days of the receipt of the concern, the Receiver or his designee should meet with the employee to discuss the concern.
- Within 10 calendar days of the meeting, the Receiver should issue a decision in writing to the employee, which shall be final and binding.

General Provisions

- Failure of the employee to advance the grievance to the next level within the time period shall be deemed to be acceptance of the prior grievance response.
- The Receiver may suspend the time periods in writing with the union.

It is the intent of the parties to the Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Union or a

member or members of the bargaining unit and the District. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving alleged violations of specific provisions of this Agreement, provided however, that disputes involving school based decision making and other subject matter identified in Section 5 of this Article shall be resolved solely pursuant to the provisions of Section 5 of this Article. In order to settle grievances at the lowest possible administrative level, the organization and procedure for processing grievances shall be as follows:

Section 1: The term "grievance" shall be construed to mean an express violation of a written provision of this Agreement. Any event which occurred or failed to occur prior to the effective date of this agreement shall not be subject to the grievance and arbitration provision.

Section 2: The grievance shall be submitted in writing to the building principal within 30 days of the alleged violation and shall identify with specificity the provision(s) of the Agreement alleged to have been violated.

Section 3: An aggrieved administrator shall first discuss the dispute with his/her principal either directly or accompanied by the Union representative with the objective of resolving the matter informally. The principal shall communicate his/her decision to the administrator within five (5) school days after receiving the complaint.

Section 4: If the decision of the principal is not satisfactory (or if a decision was not rendered within the time specified), the aggrieved may appeal it within five (5) school days to the Superintendent or his designee. The Superintendent or his designee shall arrange a meeting within five (5) school days from the date of receiving the grievance and shall give his/her decision within five (5) school days of such meeting. Said decisions shall be in writing. If the matter is not satisfactorily handled (or if a decision has not been rendered by the Superintendent or his designee), then where applicable the grievance may be processed as indicated below.

Section 5: Dispute Resolution Processes: The following table outlines processes to be used (i.e., arbitration, mediation, hybrid approach, or not applicable) to resolve disputes arising out of the enumerated articles:

Introductions of Each Section		Mediation
Part I: Introduction		
Article 1:	Parties and Union Recognition	Arbitration
Article 2:	Definitions	Arbitration
Article 3:	Management Rights	N/A
Article 4:	Changes during the Life of the Agreement	N/A
Article 5:	Duration of Agreement	Arbitration
Part II: Union Privileges and Responsibilities		
Article 6:	Fair Practices	Arbitration
Article 7:	Payment of Dues	Arbitration
Article 8:	Payroll Deduction for Agency Service Fee	Arbitration
Article 9:	Protection of Individual and Group Rights	Arbitration
Article 10:	Use of Facilities by Union	Arbitration
Article 11:	School Visitation by Authorized Union Representatives	Arbitration
Article 12:	Schedule of Union President	Arbitration
Article 13:	Grievance Procedure	Mediation
Article 14:	Resolution by Peaceful Means	Arbitration
Part III: General Working Conditions		
Article 15:	School-based Decision-making	Hybrid**
	<i>**“Changes to School Operational Plans throughout the Year” and “Areas for School-based Decision-making”: Mediation; all else N/A</i>	
Article 16:	Work Year	Mediation
Article 17:	Work Day	Mediation
Article 18:	Academic Calendar	Mediation
Article 19:	Administrator Hiring and Promotions	Hybrid**
	<i>**Posting procedure only subject to Arbitration; all else Mediation</i>	
Article 20:	Duty Free Lunch	Arbitration
Article 21:	Seniority	Hybrid**
	<i>**Creation and accuracy of seniority list subject to Arbitration; all else Mediation</i>	
Article 22:	Advance Notice of Resignation or Retirement	Mediation
Article 23:	Reduction in Force	N/A
Article 24:	Administrator Dismissal and Discipline	Hybrid**
	<i>**Administrator Dismissal: Statute: all other Administrator discipline: Arbitration</i>	
Article 25:	Automobile Vandalism	Arbitration
Article 26:	School Facilities/Health and Safety	Arbitration
Article 27:	Assistance in Assault Cases	Arbitration
Article 28:	Personnel Files	Arbitration

Part IV: Evaluation and Supervision		
Article 29:	Evaluation	Arbitration**
	<i>**Under the standards set forth in the evaluation document</i>	
Part V: Compensation: Benefits		
Article 30:	Sick Leave	Arbitration
Article 31:	Sick Leave Abuse	Arbitration
Article 32:	Sick Leave for Injury	Arbitration
Article 33:	Military Leave of Absence	Arbitration
Article 34:	Organized Reserved Forces	Arbitration
Article 35:	Personal Leave	Arbitration
Article 36:	Maternity Leave	Arbitration
Article 37:	Bereavement Leave	Arbitration
Article 38:	Leave without Pay	Arbitration
Article 39:	Catastrophic Leave	Arbitration
Article 40:	Return from Leave of Absence	Arbitration
Article 41:	Jury Duty	Arbitration
Article 42:	Tax-Free Annuity	Mediation
Article 43:	Health Insurance	Arbitration
Article 44:	Life Insurance	Arbitration
Article 45:	Pension	Mediation
Article 46:	Mileage Allowance	Arbitration
Part VI: Compensation: Salaries		
Article 47:	Professional Compensation System	Hybrid**
	<i>**Explicit salary commitment from Human Resources: Arbitration; all else Mediation</i>	
Article 48:	Other Compensation	Mediation
Article 49:	Method and Time of Payment	Mediation

Section 6: Arbitration: A grievance dispute which was not resolved at the level of the Superintendent under the grievance procedure may be submitted by the Union to arbitration. The proceeding may be initiated by filing with the Superintendent and the American Arbitration Association a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Superintendent or his designee under this Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. The arbitrator shall issue his/her decision no later than thirty (30) days from the date of the close of the hearings or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator.

The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issued submitted. The decision of the arbitrator, if made in accordance with his/her

jurisdiction and authority under this Agreement, will be accepted as initialed by the parties to the dispute, and both will abide by it. The arbitrator's fee will be shared equally by the parties of the dispute. The Superintendent agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Union agrees that it will not bring or continue, and that it will not represent an employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. In rendering a decision, the arbitrator shall have no authority to add to, detract from, alter or amend the agreement in any way and shall have no authority to render an award with respect to matters of inherent managerial rights or other rights granted to the Superintendent and/or School Committee or Receiver by statute.

Any underlying act or omission that results in a grievance shall have occurred while the Agreement was in effect in order to be processed to arbitration.

Section 7: Mediation: A grievance alleging a violation of one of the articles identified as subject to mediation may be filed under the provisions of sections 1 through 4 of this Article. If the grievance is not resolved after presentation at step 4, mediation of the grievance may be initiated in accordance with the following provisions.

- A. Within 10 days of receipt of the decision at step 4, the Union may demand mediation of the dispute. Within forty (40) days of the demand for mediation the parties shall meet for the purpose of mediation. The mediations shall take place at the District Administration Building. The parties agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating basis. The parties agree to review their list annually, or more often if requested by either party, and adjust the list as mutually agreed upon by the parties.
- B. The mediator selected by the parties shall be assigned to mediate on the same day a minimum of four grievances unless otherwise agreed by the parties. If one of the above mediators is unable to schedule a mediation conference within forty (40) days from the receipt of the appeal, it will be referred to the next mediator in line. The fees and expenses of the mediators shall be shared equally by the parties.
- C. Mediation is an informal, off-the-record process in which the parties are free to disclose to the mediator the essence of the dispute without detriment to their legal position. Confidential information disclosed to a mediator in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversarial proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral, judicial or other proceeding:
 - a. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;

- b. Admissions made by another party in the course of the mediation proceeding;
 - c. Proposals made or views expressed by the mediator; or
 - d. The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.
- D. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute.
- E. Mediation shall conclude in one of the following ways:
- a. By the execution of a settlement agreement by the parties; or
 - b. By a written declaration of the mediator, a party, or the parties to the effect that the mediation proceedings are concluded.

Section 8: *Miscellaneous Provisions*: All appeals within Section 1 through 5 of this article must be taken within seven (7) calendar days of a decision. Failure to process a dispute within the allotted time shall result in the waiver of the grievance.

Time limits specified in these procedures may be extended in any specific instance in writing by mutual agreement.

The Union shall have the right to initiate and process grievances at any appropriate steps which are, in its judgment, general in nature.

Any aggrieved person may be represented at all meetings and at all hearings at all steps in the procedures by the Union representative or by any other administrator of his/her choosing provided, however, that the aggrieved may not be represented by any officer, agent, or other representative of any other administrator organization other than the Union.

When an administrator does not wish to be represented in the grievance procedures by the Union, the Union will have the right to be present at all steps and to state its views.

No individual who does not represent the Union may act as a representative of any other administrator on more than one occasion.

If hearings are held during school hours, the aggrieved and members of the Grievance Committee of the Union may attend without loss of pay. The time of the hearings shall be held at the discretion of the arbitrator; the arbitrator shall obtain the Superintendent's approval for the time of hearing.

The following matters shall not be considered to be the basis of any grievance under this procedure:

- The termination of the service of or the failure to re-employ any probationary administrator by the Superintendent.
- The granting of professional administrator status to an administrator without professional administrator status.

The Union agrees that it will set up a Grievance Committee not to exceed three (3) members.

Both the Superintendent and the Union shall have the right to legal assistance and/or stenographic assistance at all hearings, at their respective expense.

The Introduction and the narratives in each section of this document shall not subject to the provisions of this article.

ARTICLE 14: RESOLUTION BY PEACEFUL MEANS

The Union and Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement, or by policy, practice, directive or tradition.

PART 3: GENERAL WORKING CONDITIONS

The District has empowered school communities to make decisions at the school level in return for accountability for results. To maximize the likelihood of success, each school must be permitted to implement programs that meet the needs of its students and community. School leadership teams will create and publish annual “school operational plans” which will outline working conditions of staff in the building. Such operational plans will be subject to the Superintendent’s review and approval.

ARTICLE 15: SCHOOL-BASED DECISION-MAKING

Each school will implement a school-based decision-making process to engage school employees in the development of the school’s operational plans. Principals shall solicit the input of Educators in the development and implementation of the school operational plan.

ARTICLE 16: WORK YEAR

The work year will be determined as part of each school’s operational plan and will be made public; we anticipate the plans be available by April 15. Holyoke Public Schools educators will receive notification that work year schedules are available to view.

Beginning with the 2017-2018 school year, Assistant Principals will be expected to work a minimum of 210 days (July 1 through June 30) unless unusual circumstances require additional days (up to 220). If an Assistant Principal works more than 215 days in the 2017-2018 school year, the union may discuss additional compensation for the AP with the Receiver.

Deans will work between 190 and 210 days per year. All schedules will be coordinated with and approved by the Principal or immediate Supervisor.

ARTICLE 17: WORK DAY

Educators shall devote whatever time is required to achieve and maintain high quality education in the Holyoke Public Schools. For example, unless formally excused, Educators shall participate in all regular school functions during or outside of the normal school day, including faculty meetings, parent conferences, department meetings, curriculum meetings, graduations and other similar activities.

ARTICLE 18: ACADEMIC CALENDAR

The Superintendent will establish a baseline school calendar each year, including student start date, school vacations and holidays.

The Superintendent may alter the academic calendar each year as needed.

School and professional development sessions will not be held on state and federal holidays. However, academic programs such as Vacation Academies may be held on these days.

ARTICLE 19: ADMINISTRATOR HIRING AND PROMOTIONS

In filling positions, principals have the authority to select the best qualified staff from both internal and external candidates without regard to seniority.

Educators shall be entitled to apply for open positions for which they are certified, by application to the building principal within ten days of the posting, which identifies the position for which application is made.

The job description and qualifications, including appropriate certification, duties, requirements, salary and other pertinent information relating to the position shall be posted on the School Department's web page and other sites as determined by Human Resources.

Applications shall be in writing or online.

ARTICLE 20: DUTY FREE LUNCH

Each administrator will be provided with a thirty (30) minute duty free lunch period.

Except in emergency or extenuating situations, Educators shall be permitted to leave the school building during their 30 minute scheduled lunch period with advance notice of the principal or his or her designee and with the completion of a signed In and Out log.

ARTICLE 21: SENIORITY

The Holyoke Public Schools shall prepare a seniority list which indicates the date on which all members of the bargaining unit were hired. Upon request, the Union shall be supplied with the list which shall be kept current.

ARTICLE 22: ADVANCE NOTICE OF RESIGNATION OR RETIREMENT

Educators are expected to give ninety (90) days' advance notice of resignation and/or retirement from the school system.

ARTICLE 23: REDUCTION IN FORCE

The Superintendent has the right to lay off Educators and other district staff due to reductions in force or reorganizations resulting from declining enrollment or other budgetary or operational reasons. The Superintendent will establish the selection criteria for layoffs of Educators and other district staff. Such selection criteria may include, but are not limited to qualifications, licensure, work history (including elements such as discipline, attendance, evaluations, etc.), operational need and the best interests of the students and the district. Where all other factors are equal, seniority may be used as the deciding factor.

The Superintendent has the right to reassign Educators who have been displaced from their positions. After discussion with the affected administrator or staff member, the administrator or staff member may be assigned to any open position for which he or she is qualified.

The Superintendent retains the right to determine the number of administrative positions and other professional positions which are needed in the school system, and the Superintendent retains the right to determine the employees to be laid off consistent with provisions above, the General Laws of the Commonwealth, and the Regulations of the Massachusetts Department of Elementary and Secondary Education.

Definitions:

- **Seniority:** Seniority is defined as the total years of teaching service in the bargaining unit as defined in Article I, Recognition, in the Holyoke Public Schools.
- Periods of service divided by a break due to resignation, termination or employment outside the bargaining unit shall not be added together to determine seniority. Employees who left the bargaining unit, but continue to be employed by the Holyoke Public Schools may return to the unit provided, however, that they achieved professional administrator status in Holyoke prior to leaving the unit, and they will be credited upon their return with their prior bargaining unit seniority.
- **Certification Categories:** For purpose of this Article, the certification areas of the Massachusetts Department of Elementary and Secondary Education shall be utilized.

Copies of layoff notices shall be sent to the Union.

ARTICLE 24: ADMINISTRATOR DISMISSAL AND DISCIPLINE

Administrator dismissal shall be governed exclusively by applicable statute.

Educators may be disciplined (i.e., suspensions, warnings) for good cause. The union may elect to grieve and arbitrate suspensions and warnings (excluding dismissals) under the provisions of this Agreement, provided however that the disciplinary action has not been challenged in any other adjudicatory forum. In the event that the discipline is challenged in another adjudicatory forum subsequent to the filing of a grievance, the grievance shall be dismissed.

The employer will notify the employee subject to investigation of any situation which might lead to disciplinary action against the employee of the employee rights under state law and of their right to union representation. If the employer determines that interviews with any members of the bargaining unit are necessary in furtherance of any investigation, the employer will inform the member of the bargaining unit that such interviews are required and will allow a union representative to attend, as long as in the employer's determination, such presence will not compromise the investigation or unnecessarily breach any concerns regarding confidentiality.

Although there may be situations in which an employee's conduct justifies immediate removal from the school premises, by way of suspension or administrative leave with or without pay, the employer agrees that if feasible and practicable, it will notify the union of its intention to take any such action and that it will afford the union and the employee an opportunity to be heard prior to the implementation of such removal, or if the prior hearing is not possible, then the employer agrees that it will allow the union and the affected employee an opportunity to be heard with regard to the removal as promptly as possible.

ARTICLE 25: AUTOMOBILE VANDALISM

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

ARTICLE 26: SCHOOL FACILITIES/ HEALTH AND SAFETY

The Superintendent will endeavor to provide a healthy and safe working environment for all Educators.

ARTICLE 27: ASSISTANCE IN ASSAULT CASES

Principals shall immediately report orally all cases of assault suffered by Educators in connection with their employment to the Superintendent and in writing within 24 hours. Whenever it is alleged that an administrator has assaulted a person or that a person has assaulted an administrator, the principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the administrator for relevant information in the Committee's possession not privileged under law concerning the person or persons involved, provided that the production of information does not interfere with investigation of the incident. The school department may indemnify Educators in accordance with the provisions of G.L. c. 258, s. 9.

ARTICLE 28: PERSONNEL FILES

Educators shall have access to his/her individual personnel file in accordance with Massachusetts law.

PART 4: EVALUATION AND SUPERVISION

The School District believes that the best way to improve educational experiences for students is to engage in routine conversations with Educators, individually and in small and large groups, about instruction and to provide Educators with specific, honest and regular feedback. The process should be transparent and have at its heart a desire to improve conditions to optimize student learning.

ARTICLE 29: EVALUATION

Educators shall be evaluated according to the Holyoke Public School District's adaptation of the Massachusetts Department of Elementary and Secondary Education model system hereby incorporated by reference Educators shall be provided with a copy of all written observations and evaluations.

PART 5: COMPENSATION: BENEFITS

Holyoke Public Schools is committed to offering a compensation package which includes benefits to attract and retain Educators of the highest caliber. Benefits must provide support for Educators without diminishing the resources needed to educate our students.

ARTICLE 30: SICK LEAVE

Sick leave days are essentially a form of insurance protection for the administrators and are an inchoate right to compensation that does not vest in an employee until he/she has a bona fide sickness, preventing him/her from reporting for and performing his/her duties. Ten (10) days of full pay shall be allowed during the school term from August to June in case of illness. In the event that an educator uses the equivalent of three (3) sick leave days or fewer during the course of the school year (inclusive of all days charged to the accrual balance), he or she would be granted one (1) additional personal leave day at the start of the following academic year. Personal days that have been approved in advance will not count against the three (3) sick leave days. This benefit will be prorated for all part-time employees and mid-year hires that are employed prior to March 15th. Employees hired after March 15th will not be eligible for this benefit until the following year. Any or all of the ten (10) days of full pay that have not been used may be carried over to the following year's allowance and such allowance may be accumulated to two hundred (200) days of full pay.

Up to three days of accrued sick leave to be deducted from sick leave each year may be used for illness in the employee's immediate family and/or household. The Superintendent or his/her designee reserves the right to require reasonable documentation of said family illness. Family illness days taken under this provision shall count as sick leave days and shall be deducted from sick leave accumulation and usage.

In addition, employees may be eligible for leave in accordance with the Family and Medical Leave Act (FMLA 29 U.S.C. §§ 2601 et seq.). Reference to this statute and its provisions is for informational purposes only. The parties do not intend to incorporate the statute into this Agreement.

ARTICLE 31: SICK LEAVE ABUSE

Both parties to this Agreement believe that paid sick leave is an important benefit for employees and that any abuse of sick leave is detrimental both to the students of Holyoke and the membership of the Holyoke Educators' Union. While recognizing that only a small fraction of Educators may abuse sick leave, the parties agree that no abuse of sick leave should be tolerated or condoned.

"Situations which suggest abuse" may include any absences which suggest a pattern, as for example, absences occurring on Mondays, Fridays and days immediately preceding or following holidays or vacation periods.

A principal may meet with the administrator in order to determine whether the administrator has a valid reason to justify such absences or any other concerns regarding unusual sick leave usage. The administrator may have a union representative present at this meeting.

The principal may require a medical certificate. Medical certification shall be defined as a written documentation of illness and/or inability to attend work.

In any situation which persists to the point where the principal deems it necessary to consider disciplinary action against an administrator for suspected abuse of sick leave, the School Department shall notify the President of the Holyoke Educators' Association.

In applying this provision, the employer recognizes that the purpose of this provision is not to interfere with legitimate use of sick leave and agrees to reasonably interpret and apply this provision.

ARTICLE 32: SICK LEAVE FOR INJURY

Bargaining unit members absent due to a work related injury or illness shall be covered exclusively by M.G.L. Chapter 152 (Workers' Compensation Law), which shall not be subject to the arbitration provision of this Agreement. A member may at his/her option apply that portion of any sick leave days in his/her account that will permit him/her to maintain his/her salary during the period of the work related injury or illness. For each day of absence the bargaining unit member will be charged with that portion of sick leave day which represents the difference between the Worker's Compensation payment and his/her regular pay.

ARTICLE 33: MILITARY LEAVE OF ABSENCE

Military leave of absence, without pay, shall be granted to an administrator who has attained Good Cause protection pursuant to Chapter 71, Section 41, inducted into the Armed Forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940, and subsequent amendments by the Congress. Upon return to the Holyoke School System, such administrator will be placed on the salary schedule as if the administrator had not left.

ARTICLE 34: ORGANIZED RESERVE FORCES

Every person who is a member of a service component of the Armed Forces of the United

States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

ARTICLE 35: PERSONAL LEAVE

Personnel covered by this agreement shall receive three (3) days of personal leave per year. Personal days of leave are allowable for work days within the period of July 1 to June 30 of each year. Except in an emergency, such leave shall be requested in writing at least 24 hours in advance.

Personal days not taken by an administrator under the above paragraph in any year shall be added to accumulated sick leave.

Except for serious extenuating reasons, which must be approved by the Principal of the school or his or her designee, no such leave will be granted during the first or last week of school or during weeks when students are participating in state-wide testing. With the written approval of the Principal or his designee, and with seven (7) school days' notice, up to three (3) percent of the employees covered by this agreement at a given school may be granted a leave on the work day preceding, or the work day after the Christmas, winter and spring vacation periods, and Columbus Day, Veterans' Day, Martin Luther King Day, Good Friday, Patriots' Day and Memorial Day; such leave shall be administered on an equitable basis.

Employees may apply for such leave no less than ten (10) days prior to the holiday or vacation period and shall be notified of the Principal's approval within 5 days or reasonably soon thereafter.

An administrator who is denied personal leave may appeal the decision to the Superintendent or his/her designee, whose decision shall be final.

ARTICLE 36: MATERNITY LEAVE

An administrator shall be granted a maternity leave of absence without pay, to become effective at her discretion and to terminate not more than two (2) years from the effective date of the commencement of said leave. A request for maternity leave shall be made in writing thirty (30) days prior to the effective date of the commencement of said leave. If requested by the Superintendent of Schools, the administrator shall submit a certificate from her physician attesting as to her ability to perform her duties.

Such leave shall commence wherever possible at a time corresponding with the beginning of

the year, the beginning of the semester, or a vacation period, provided that up to that time the member of the unit can in the opinion of her physician and the Superintendent, perform her duties.

Maternity leave may be extended by agreement of the Superintendent and the member of the unit involved. This leave may be extended by agreement of the Superintendent in order that members of the unit who obtain maternity leave under this section, will return from this leave at the beginning of a semester or after a school vacation period. Substitutes will normally be employed on a semester basis to fill such maternity leaves.

The member of the unit should notify the Superintendent in writing by April 1 in the calendar year in which her maternity leave expires, of her intention to return in August or her intention to retire from the school system.

In the event of the termination of the pregnancy, the member of the unit may make a written application for reinstatement prior to the previously established date for the termination of the leave. Such application shall be accompanied by a physician's statement of good health. Such application may be granted by the Superintendent in the case of an acceptable vacancy.

An administrator returning from an extended leave under the provisions of Section 3 will be placed on the salary schedule if she had been actively employed by the Holyoke School System for more than ninety-one (91) days in the school year in which the leave commenced. She will be assigned to a school where a vacancy for which she is qualified exists.

Each administrator absent due to maternity shall be entitled to use up to 40 days of accrued sick leave for the period of such leave (limited by the amount of sick leave previously accrued by such administrator). In determining such sick leave only school days shall be counted against such 40 days during the school year, but the period of summer break will interrupt and terminate eligibility for such sick leave.

ARTICLE 37: BEREAVEMENT LEAVE

Any member who is absent on account of death in the immediate family of the member or of his/her spouse (parent, spouse, child, sibling, or mother-in-law, or father-in-law) or any member of the family residing in the same house, shall, at the time of death, be excused for a period of five (5) consecutive days.

Upon the death of any currently employed administrator, the Superintendent shall request that the flags on all buildings be half-staffed, and may close the school in which the administrator worked during the hours of the funeral. In the event the school is not closed, the school's Union Committee, after consultation with the principal, shall designate a delegation of up to 25% of the faculty to represent the school at the funeral.

Funeral leave of one (1) day with pay shall be allowed for the death of other relatives.

The intent of this paragraph is to provide bereavement leave during the regular work year only, and is intended to be used only if the administrator would have worked and not been absent for any other reason.

ARTICLE 38: LEAVE WITHOUT PAY

Included in this article are leaves such as Marital leave, Peace Corps leave, and Leave to Study.

Employees do not accrue benefits (e.g., sick leave, personal leave, salary advancement, etc.) while on leave of absence without pay. Employees are responsible for the full health insurance premium payment when on leave of absence without pay, unless federal or state law (FMLA and MMLA) requires otherwise.

Request for leave without pay must be filed with the Superintendent and must state the reason and period for which the leave is being requested.

In addition to maternity, leaves of absence without pay may be granted on account of prolonged illness, or they may be granted for other activities which would, in the opinion of the Superintendent, contribute to the future benefit of the Holyoke Public Schools. Leaves of absence without pay, except for maternity, will only be granted to Educators who have good cause protection status under G.L. c. 71 from the Holyoke Public Schools.

All leaves of absence without pay shall not be counted toward seniority, except those leaves of absence without pay of ten (10) school days or less (to be called short-term unpaid leave) shall be counted to the extent that they do not exceed a total of ten (10) school days. Once a administrator has accumulated ten (10) days of short-term unpaid leave, any subsequent leave without pay should not be counted toward seniority.

ARTICLE 39: CATASTROPHIC LEAVE

In cases of merit and the presence of extenuating circumstances, defined as serious and prolonged illness as evidenced by appropriate written medical certification, the Superintendent may grant additional catastrophic sick leave coverage after exhaustion of an individual's accumulated sick leave, in accordance with the following provisions:

1. The grant or denial of extended benefits shall not be subject to the grievance and arbitration provisions of this agreement.
2. In the event the Administrator is absent from school on account of an illness or injury for which he or she is determined eligible for worker's compensation benefits, the

provision of this section shall not apply.

3. In the event that the Superintendent has reason to question the medical documentation submitted by the Administrator, a second opinion may be requested, such examination to be conducted at the School Committee's expense. An Administrator's refusal to submit to such examination shall constitute withdrawal of application for extended leave.
4. Before applying for benefits from the bank, the Administrator must have exhausted their own accrued sick leave and must be absent from work due to the catastrophic illness for a period of at least forty (40) consecutive working days.
5. In order to be eligible for the catastrophic leave benefit the Administrator must hold professional status and be employed five (5) years within the School District.
6. The number of additional days granted the Administrator will not exceed the number of days accumulated at the start of the illness, but in no event will exceed ninety (90) working days.
7. The total number of days available for all bargaining unit members shall not exceed one hundred and eighty (180) days in any school year.
8. Catastrophic leave will not be considered for elective surgery which could be scheduled during a summer vacation period.

ARTICLE 40: RETURN FROM LEAVE OF ABSENCE

Any employee who fails to return to work as scheduled from a leave of absence, and who is not excused by the Superintendent shall be considered to have resigned from his/her employment. All employees shall be given written notice of this provision prior to the commencement of any leave of absence.

ARTICLE 41: JURY DUTY

Reasonable leave shall be allowed subject to the provisions of state law.

ARTICLE 42: TAX-FREE ANNUITY

The Committee agrees to allow Educators to take advantage of the federal law concerning tax-free annuities and shall take immediate steps to implement a tax-free annuity program.

ARTICLE 43: HEALTH INSURANCE

Bargaining unit employees are eligible for Accident and Health Insurance (50% contribution by the School Committee in keeping with City Plan).

ARTICLE 44: LIFE INSURANCE

Life insurance is part of the Accident/Health Insurance package plan and is available through the School Department to all administrators enrolled in said plan (\$2,000 maximum coverage – 50% by the School Committee-City plan). Over two thousand dollars (\$2,000) in coverage is optional at the administrators' expense, up to a maximum determined by their salaries.

ARTICLE 45: PENSION

Eligible bargaining unit members shall be covered by the provisions of G.L. c. 32 as applicable.

ARTICLE 46: MILEAGE ALLOWANCE

Mileage allowances shall be payable only if authorized by the Superintendent or his/her designee.

Traveling personnel whose regular duties require them to travel to more than one school per day shall receive a per mile allowance that is equal consistent with the then-existing IRS rate. Traveling personnel authorized by the Superintendent (or designee) must submit documentation of said mileage.

PART 6: COMPENSATION: SALARIES

The vision of the HPS compensation system is to retain, attract and reward great educators in the District. Effective July 1, 2017, the Receiver/ Superintendent will implement a new performance based compensation system which will compensate employees based on individual effectiveness, professional growth, and student academic growth. This new system will replace the educators' salary schedule.

ARTICLE 47: PROFESSIONAL COMPENSATION SYSTEM

The new compensation model will consist of three (3) pay bands for Deans and three (3) pay bands for Assistant Principals that compensate educators commensurate with their development and impact on students. All bargaining positions will have a level or a range of levels assigned to it that will be determined based on the knowledge and skills required for the position, the size and needs of the school, and all other factors that the Superintendent deems appropriate; once the highest level has been established for a given position, an educator's base salary shall not exceed the maximum salary specified for that level.

	Assistant Principals		Deans	
	<i>Minimum</i>	<i>Maximum</i>	<i>Minimum</i>	<i>Maximum</i>
<i>Level I</i>	80,000	84,999	55,000	64,999
<i>Level II</i>	85,000	89,999	65,000	74,999
<i>Level III</i>	90,000	95,000	75,000	80,000

Transition into SY17-18

Employees hired into their current bargaining unit position prior to August 01, 2015 and have an overall rating of proficient or higher on their 2016-2017 evaluation will receive a five percent (5.0%) increase to their current base salary which will take effect on July 01, 2017.

Employees hired into their current bargaining unit position between August 01, 2015 and December 31, 2016 and have an overall rating of proficient or higher on their 2016-2017 evaluation will receive a two and a half percent (2.5%) increase to their current base salary which will take effect on July 01, 2017.

Employees hired into their current bargaining unit position between January 01, 2017 and June 30, 2017 will receive a one percent (1%) increase to their current base salary which will take effect on July 01, 2017.

Any employee that is rated less than proficient will be dealt with on a case by case basis and will receive a maximum of a two percent (2%) increase for the 2017-2018 school year.

If an educator is recommended for an increase that would exceed the maximum salary for their current level, the educator will be advanced to the next level so long as it does not exceed the maximum salary of the highest level identified for the position. If the recommended increase exceeds the maximum salary of the highest level identified for the position, the educator will receive the maximum base salary and the remainder in a lump-sum bonus to be paid no later than the last paycheck in February in the following school year.

Longevity: Effective July 1, 2017, longevity payments will no longer exist. An employee who has already earned longevity pay based on her/ her length of service with the Holyoke Public schools will have the longevity amount rolled into his/ her base salary.

Educators who are placed on the maximum step and who did not receive an increase in the 2016-2017 school year will qualify for a one-time, lump-sum payment of seven hundred fifty dollars (\$750). This payment will not be included as base pay and will be issued as soon as practicable following ratification of this agreement.

Advancement after SY17-18

An educator who works more than half of the school year and receives an overall end-of-year rating of “*proficient*” or “*exemplary*” with a minimum rating of “*proficient*” across all four standards will receive between a two (2) and four (4) percent increase to their base pay.

An educator who works more than half of the school year and receives an overall end-of-year rating of “*proficient*” who has achieved less than “*proficient*” ratings on any of the four standards may still receive a two (2) percent maximum increase to their base pay with the recommendation of their building principal and the approval of the Superintendent.

An educator who works more than half of the school year and receives an overall end-of-year rating of “*needs improvement*” will receive a maximum of a one (1) percent increase to their base pay.

An educator who receives an overall end-of-year rating of “*unsatisfactory*” will not be eligible for an increase to their base pay.

Percentage increases will be recommended by the employee’s immediate supervisor and approved by the Superintendent or his/ her designee.

Employees who work half of the school year or less will be eligible for an increase upon completion of their first full school year.

An educator shall not have his/ her salary reduced based on the performance evaluation.

Evaluation Committee:

An Evaluation Committee consisting of two Holyoke Educators Association members, two members from the Holyoke Public Schools and a mutually agreed upon third party will hear appeals from educators who do not receive the requisite evaluation rating. An educator can appeal to the Evaluation Committee for a secondary review if he or she does not receive the requisite rating for career/salary advancement. The Committee will examine the appeal and within two weeks shall make a recommendation as to whether a secondary review is warranted. The Superintendent or designee shall select the secondary evaluator for any case recommended for secondary review. If the secondary review results in the minimum (or better) rating required for advancement, the educator shall immediately advance.

Placement:

New educators will be placed within the specified salary range of the position based on their administrative experience, knowledge, skills, and all other criteria that the Superintendent deems appropriate.

ARTICLE 48: OTHER COMPENSATION

If the school Principal determines that the payment of additional compensation (in the form of stipends or honoraria) to a bargaining unit member is necessary to better serve the needs of the students and the Superintendent supports such action, the Superintendent shall notify the Union and may authorize the additional payment following the notification. Circumstances that may make such compensation appropriate include but are not limited to rewarding Educators for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a particularly challenging assignment; and retaining Educators in the employment of the Holyoke Public Schools. The Superintendent retains final discretion over the implementation of any additional compensation.

ARTICLE 49: METHOD AND TIME OF PAYMENT

Salaries of all personnel in the Unit shall be paid in equal installments, commencing at a time consistent with state law.

Unit personnel may elect to receive the balance of/their monies by notifying payroll on or before May 1 of their intention regarding summer payments. The balance due shall be paid not later than the first day of July and separate checks for each pay period shall be issued.

The employer may require direct deposit of employee paychecks.

The employer may utilize and implement any reasonable method of employee timekeeping and payroll processing that it deems to be in the best interests of the district.

Signed in the City of Holyoke on this 18th day of July, 2018.

Holyoke Educators Association:

John Cavanaugh, *Union President*

Holyoke Public Schools:

Dr. Stephen Zrike, Jr., *Superintendent*