

**Holyoke Public Schools  
Custodians & Craftspeople**

*and*

**Holyoke Public Schools**

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

## Table of Contents

PART I – INTRODUCTION .....	1
ARTICLE 1 - PARTIES AND ASSOCIATION RECOGNITION .....	1
ARTICLE 2 - DEFINITIONS .....	1
ARTICLE 3 - MANAGEMENT RIGHTS .....	2
ARTICLE 4 - CHANGES DURING THE LIFE OF THE AGREEMENT .....	3
ARTICLE 5 - DURATION OF AGREEMENT.....	3
PART II - ASSOCIATION PRIVILEGES and RESPONSIBILITIES .....	4
ARTICLE 6 - FAIR PRACTICES.....	4
ARTICLE 7 - PAYMENT OF DUES and INITIATION FEES.....	4
ARTICLE 8 - PAYROLL DEDUCTIONS FOR AGENCY SERVICE FEE .....	4
ARTICLE 9 - UNION REPRESENTATION.....	5
ARTICLE 10 - PROTECTION OF INDIVIDUAL AND GROUP RIGHTS .....	5
ARTICLE 11 - DISTRIBUTION OF AGREEMENT.....	5
ARTICLE 12A - BULLETIN BOARDS.....	5
ARTICLE 12B - SCHOOL VISITATION BY AUTHORIZED ASSOCIATION REPRESENTATIVES .....	5
ARTICLE 13 - GRIEVANCE PROCEDURE .....	6
ARTICLE 14 - UNIFORMS.....	11
ARTICLE 15 - RESOLUTION BY PEACEFUL MEANS .....	11
PART III - GENERAL WORKING CONDITIONS.....	12
ARTICLE 16 - SCHOOL-BASED DECISION-MAKING .....	12
ARTICLE 18 - WORK DAY .....	13
ARTICLE 19 - ACADEMIC CALENDAR .....	13
ARTICLE 20 – HIRING AND PROMOTIONS .....	13
ARTICLE 21 - ASSIGNMENTS/ CHANGES TO ASSIGNMENTS .....	14
ARTICLE 22 - SENIORITY .....	15
ARTICLE 23 - ADVANCE NOTICE OF RESIGNATION OR RETIREMENT .....	15
ARTICLE 24 - SEVERANCE BENEFIT .....	15
ARTICLE 25 - REDUCTION IN FORCE.....	15
ARTICLE 26 - DISMISSAL AND DISCIPLINE.....	16
ARTICLE 27 - AUTOMOBILE VANDALISM.....	16
ARTICLE 28 - NOTICES AND ANNOUNCEMENTS.....	16
ARTICLE 29 - ASSISTANCE IN ASSAULT CASES .....	17

PART IV - EVALUATION AND SUPERVISION .....	18
ARTICLE 30 - EVALUATION .....	18
PART V COMPENSATION: BENEFITS .....	19
ARTICLE 31 - VACATION .....	19
ARTICLE 33 - SICK LEAVE ABUSE .....	21
ARTICLE 34 - SICK LEAVE FOR INJURY/WORKER'S COMPENSATION .....	22
ARTICLE 35 - ORGANIZED RESERVED FORCES .....	22
ARTICLE 36 - PERSONAL LEAVE.....	22
ARTICLE 37 - BEREAVEMENT LEAVE .....	22
ARTICLE 38 - RETURN FROM LEAVE OF ABSENCE.....	23
ARTICLE 39 - JURY DUTY .....	23
ARTICLE 40 - HEALTH INSURANCE .....	23
ARTICLE 41 - PENSION .....	23
PART VI - COMPENSATION: SALARIES .....	24
ARTICLE 42- SALARY STRUCTURE.....	24
ARTICLE 43- TRANSITION .....	25
ARTICLE 44- WAGE INCREASES ( <i>Year 2 &amp; 3</i> ) .....	25
ARTICLE 45 - METHOD AND TIME OF PAYMENT .....	26
ARTICLE 46 – HOLIDAYS .....	26
ARTICLE 47 – OTHER COMPENSATION .....	27

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## PART I – 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.

- **Respect for Educational Support.** This document presents professional policies for working conditions, compensation, and evaluation of custodians and craftspeople.
- **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 and operational priorities.

## ARTICLE 1 - PARTIES AND ASSOCIATION 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 Public School Custodians and Craftspeople**

The Holyoke School Committee (hereinafter referred to as the "Committee" or the "Employer") recognizes the Holyoke Public School Custodians and Craftspeople/ American Federation of State, County and Municipal Employees, AFL-CIO, together with its Massachusetts State Council No. 93, and its Local Union No. 1302 (hereinafter referred to as the "Association" or the "Employee") as the exclusive bargaining agent for the purpose of collective bargaining as defined in Chapter 150E of the General Laws of the Commonwealth. The collective bargaining unit shall consist of all custodial and maintenance employees in the employ of the Holyoke School Committee.

## 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 Association 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 "custodian" or "craftspeople" and the term "person" as used in this Agreement means a person employed by the committee in the bargaining unit as articulated in Article 1.
- The term "Association representative" as used in this Agreement means any qualified designee of the Association.
- 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.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

Subject only to the limits stated in this Agreement, the Holyoke Public Schools Custodians' 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 shall be laid off and reasonable notice is given to the Union, except in instances where the Superintendent utilizes the processes described in Article 4 of this Agreement.

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 which the Receiver deems necessary to maximize the rapid improvement of the academic performance of the Holyoke students may be implemented after a ten (10) day period of consultation with the appropriate union. These changes may be implemented at the Receiver's discretion, consist with GL 69, s. 1K.

#### **ARTICLE 5 - DURATION OF AGREEMENT**

This agreement is for the term July 1, 2017 through June 30, 2020. The terms and conditions of this collective bargaining agreement shall remain in full force and effect after its expiration while the parties are negotiating for a successor agreement. The agreement shall take effect upon ratification and the parties do not intend any retroactive effect.

## **PART II - ASSOCIATION 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 Public School Custodians’ Association is uniquely positioned to be a force for positive change. The District seeks a genuine partnership with the Association and its members to drive rapid improvement in the Holyoke Public Schools.

### **ARTICLE 6 - FAIR PRACTICES**

As sole collective bargaining agent, the Association 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 Association 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 and INITIATION FEES**

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

The Association shall be notified of any custodian or craftsperson withdrawing or dropping from payroll deductions.

Any person desiring to have the Committee discontinue deductions that he or she has previously authorized must provide written notice to the Committee and the Association.

### **ARTICLE 8 - PAYROLL DEDUCTIONS FOR AGENCY SERVICE FEE**

As a condition of employment, members of the bargaining unit who are not members of the Association, shall pay an Agency Service Fee to the Holyoke Public School Custodians' Association, Local 1302, American Federation of State, County and Municipal Employees, AFL-CIO, State Council No. 93. Such fee shall be 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. The Association shall indemnify and hold harmless the Committee and its authorized agents from any and all costs, fees, expenses and liabilities, including its reasonable attorney's fees, incurred as a result of the foregoing provisions.

**ARTICLE 9 - UNION REPRESENTATION**

No person shall engage in Association activities during the time he/she is assigned to regular work duties unless given such prior authority by the building principal or senior school management.

Upon notification by the Association, the Superintendent shall authorize two (2) day shift and two (2) night shift personnel as official representatives of the Association to visit schools during working hours to confer on working conditions, grievances, or other matters relating to the terms and conditions of this Agreement.

No more than two (2) official delegates shall be allowed time off without loss of pay to attend no more than a total of two (2) meetings of State and National bodies.

**ARTICLE 10 - 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 Custodian or Craftsperson for expression of a person's views.

Nothing contained herein shall be construed to permit any organization other than the Association 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 11 - DISTRIBUTION OF AGREEMENT**

The District agrees to assist in the distribution of the Agreement to each member of the bargaining unit presently employed by the Committee and to each new Custodian/ Craftsperson hired by the Committee. Alternative, the Committee or District may post a copy of the Agreement online.

**ARTICLE 12A - BULLETIN BOARDS**

If available, the Association shall be provided a clearly designated bulletin board for the purpose of posting Association related notices and other materials.

**ARTICLE 12B - SCHOOL VISITATION BY AUTHORIZED ASSOCIATION REPRESENTATIVES**

Upon notification by the Association, the Superintendent shall authorize one or more official representatives of the Association 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 13 - GRIEVANCE PROCEDURE**

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 Association 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 7 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 custodian or craftsperson shall first discuss the dispute with his/her principal either directly or accompanied by the Association representative with the objective of resolving the matter informally. The principal shall communicate his/her decision to the custodian or craftsperson 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:

<b>INTRODUCTION OF EACH SECTION</b>		Mediation
<b>PART I – INTRODUCTION</b>		
ARTICLE 1	PARTIES AND ASSOCIATION 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
<b>PART II - ASSOCIATION PRIVILEGES and RESPONSIBILITIES</b>		
ARTICLE 6	FAIR PRACTICES	Arbitration
ARTICLE 7	PAYMENT OF DUES and INITIATION FEES	Arbitration
ARTICLE 8	PAYROLL DEDUCTIONS FOR AGENCY SERVICE FEE	Arbitration
ARTICLE 9	UNION REPRESENTATION	Arbitration
ARTICLE 10	PROTECTION OF INDIVIDUAL AND GROUP RIGHTS	Arbitration
ARTICLE 11	DISTRIBUTION OF AGREEMENT	Arbitration
ARTICLE 12	BULLETIN BOARDS	Arbitration
ARTICLE 13	GRIEVANCE PROCEDURE	Mediation
ARTICLE 14	UNIFORMS	Arbitration
ARTICLE 15	RESOLUTION BY PEACEFUL MEANS	Arbitration
<b>PART III - GENERAL WORKING CONDITIONS</b>		
ARTICLE 16	SCHOOL-BASED DECISION-MAKING: <i>**Changes to School Operational Plans throughout the Year and Areas for School-based Decision-making: Mediation; all else N/A</i>	Hybrid**
ARTICLE 17	WORK YEAR	Mediation
ARTICLE 18	WORK DAY	Mediation
ARTICLE 19	ACADEMIC CALENDAR	Mediation
ARTICLE 20	HIRING AND PROMOTIONS: <i>**Posting procedure only subject to Arbitration; all else Mediation</i>	Hybrid**
ARTICLE 21	ASSIGNMENTS/ CHANGES TO ASSIGNMENTS	Mediation
ARTICLE 22	SENIORITY: <i>**Creation and accuracy of seniority list subject to Arbitration; all else mediation</i>	Hybrid**
ARTICLE 23	ADVANCE NOTICE OF RESIGNATION OR RETIREMENT	Mediation

ARTICLE 24	SEVERANCE BENEFIT	Arbitration
ARTICLE 25	REDUCTION IN FORCE	N/A
ARTICLE 26	DISMISSAL AND DISCIPLINE: <i>**Custodian/ Craftspeople Dismissal: Statute: all other discipline: Arbitration</i>	Hybrid**
ARTICLE 27	AUTOMOBILE VANDALISM	Arbitration
ARTICLE 28	NOTICES AND ANNOUNCEMENTS	Mediation
ARTICLE 29	ASSISTANCE IN ASSAULT CASES	Arbitration
<b>PART IV - EVALUATION AND SUPERVISION</b>		
ARTICLE 30	EVALUATION: <i>**Under the standards set forth in the evaluation document</i>	Arbitration
<b>PART V - COMPENSATION: BENEFITS</b>		
ARTICLE 31	VACATION	Arbitration
ARTICLE 32	INCOME REPLACEMENT BENEFIT	Arbitration
ARTICLE 33	SICK LEAVE ABUSE	Arbitration
ARTICLE 34	SICK LEAVE FOR INJURY/WORKER'S COMPENSATION	Arbitration
ARTICLE 35	ORGANIZED RESERVED FORCES	Arbitration
ARTICLE 36	PERSONAL LEAVE	Arbitration
ARTICLE 37	BEREAVEMENT LEAVE	Arbitration
ARTICLE 38	RETURN FROM LEAVE OF ABSENCE	Arbitration
ARTICLE 39	JURY DUTY	Arbitration
ARTICLE 40	HEALTH INSURANCE	Mediation
ARTICLE 41	PENSION	Mediation
<b>PART VI - COMPENSATION: SALARIES</b>		
ARTICLE 42	SALARY STRUCTURE	N/A
ARTICLE 43	TRANSITION: <i>**Explicit salary commitment from Human Resources: Arbitration; all else Mediation</i>	Hybrid**
ARTICLE 44	WAGE INCREASES: <i>**Explicit salary commitment from Human Resources: Arbitration; all else Mediation</i>	Hybrid**
ARTICLE 45	METHOD OF PAYMENT	Mediation
ARTICLE 46	HOLIDAYS	Arbitration
ARTICLE 47	OTHER COMPENSATION	Mediation

## **Section 6: Arbitration**

If applicable, a grievance dispute which was not resolved at the level of the Superintendent under the grievance procedure may be submitted by the Association to arbitration. The proceeding may be initiated by simultaneously 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 Association 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, including G.L. c. 69 ss. 1J and 1K.

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 Association 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 Association 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 Association representative or by any other custodian or craftsperson of his/her choosing provided, however, that the aggrieved may not be represented by any officer, agent, or other representative of any other custodian or craftsperson organization other than the Association.

When a custodian or craftsperson does not wish to be represented in the grievance procedures by the Association, the Association will have the right to be present at all steps and to state its

views. No individual who does not represent the Association may act as a representative of any other custodian or craftsman on more than one occasion.

If hearings are held during school hours, the aggrieved and members of the Grievance Committee of the Association 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 Association agrees that it will set up a Grievance Committee not to exceed three (3) members.

Both the Superintendent and the Association 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 be subject to the provisions of this article.

#### **ARTICLE 14 - UNIFORMS**

Employees shall be required to wear a uniform while on duty. Employees shall receive an annual payment of three hundred dollars (\$300) for the purchase of work shoes, blue pants (including professional looking jeans) and solid grey or blue shirts bearing a Holyoke School Department logo. When appropriate, professional shorts may be worn during the warmer months with the prior approval from the Chief of Finance and Operations Officer or designee provided there are no safety concerns as determined by the employer. Furthermore, employees shall only wear uniforms and clothing furnished and/or approved by the Committee while in the scope of his or her employment. Any deviation from this policy (e.g., for unique school-sponsored functions) must be approved by the Superintendent or his designee. This payment will be issued in the employee's first August paycheck.

#### **ARTICLE 15 - RESOLUTION BY PEACEFUL MEANS**

The Association and Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Association, 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 III - 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. Through a school-based decision-making process, each school will define the staff working conditions necessary for student success.

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 16 - SCHOOL-BASED DECISION-MAKING**

Each school will implement an annual school-based decision-making process. The parties intend maximum flexibility in school operations under this article. The Superintendent shall have sole and final authority to resolve any dispute related to the implementation or execution of a school operational plan.

#### **Changes to School Operational Plans throughout the Year**

Once the annual operational plan is developed for a specific school, that document is presumed to govern custodian working conditions at the school for the following school year. Principals may submit a request to the Superintendent to alter their operational plans during a school year. The Superintendent will have sole and final authority in approving any school year modifications to school operational plans.

#### **Areas for School-based Decision-making**

The following items shall be determined at the school level and included in each school’s annual school operational plan:

- Allocation of discretionary funds made available by the principal, including in areas such as:
  - Wraparound services for students and families
  - After-school programs
  - School supplies
- School curriculum issues
- Professional development activities applicable to the school as a body
- School calendar
- Schedule for staff and students, provided that custodians and craftspeople will continue to receive duty-free lunch
- Work before and/or after the regular school year
- Notices and announcements
- School health and safety issues
- Staff dress code
- Rotation of duties

- Class size
- Bulletin boards
- Other items as designated by the Superintendent provided there is no material conflict with other provisions of this document

The Superintendent retains final authority over school-based decision-making and his determination shall be final.

Each school will implement a school-based decision-making process to engage school employees in the development of the school's operational plans.

### **ARTICLE 17 - WORK YEAR**

The work year will be determined as part of each school's operational plan and will be made public by April 15<sup>th</sup> of the preceding school year or later as determined by the Superintendent

The work year of the employee shall consist of a regular work week of five (5) days per week (e.g., Sunday to Saturday) exclusive of the holidays as listed and vacation days.

### **ARTICLE 18 - WORK DAY**

The schedule for all custodians and craftspeople shall be between eight and one half (8 ½) and nine (9) consecutive hours per day which will include seven and one half (7 ½) hours of actual work, an unpaid duty-free lunch (of either one half hour or one hour), and two paid fifteen (15) minute breaks.

In the event school is dismissed early for in service training or report card conferences, custodians and craftspeople shall remain on duty for their normal work day.

### **ARTICLE 19 - ACADEMIC CALENDAR**

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

The Employer 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 20 – HIRING AND PROMOTIONS**

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

Custodians and craftspeople shall be entitled to apply for open positions for which they are qualified, by application to the hiring manager within ten days of the posting that identifies the position for which application is made.

For all open positions, the job description and qualifications, including appropriate credentials, 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. The parties agree that a grievance alleging a failure related to the posting requirement (i.e., posting procedure) shall be subject to the grievance and arbitration provisions of this Agreement, but that all other disputes arising from this Article shall be resolved through the Agreement's mediation process.

Candidates may be required to submit a formal application online.

## **ARTICLE 21 - ASSIGNMENTS/ CHANGES TO ASSIGNMENTS**

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

A custodian or craftsman may express, in writing, to the supervisor their preferences of assignment.

Section 1      The parties acknowledge there are various ways a custodian or craftsman can have his/her assignment changed. The rest of this article is to outline the differences and respective procedures.

Section 2      **Voluntary Transfers**  
Bargaining unit members may apply to vacant positions that are posted.

Section 3      **Ongoing Transfer Request**  
Should a bargaining unit member desire a change in an assignment, he/she may notify the human resources office.

Section 4      **Involuntary Transfer**  
Involuntary transfers occur based on the operational and/or educational needs of the school district as determined by the Superintendent or his/her designee. In the event that an involuntary transfer creates an unforeseen hardship, that bargaining unit member may request a meeting with the Human Resources department to discuss and review the circumstances. The Human Resources department shall make a reasonable effort to assist when a hardship arises.

Section 5      **Displacement**  
A bargaining unit employee may be displaced from his/her current assignment as a result of programmatic changes and/or changes in building staffing. The Superintendent or his/her designee has the right to reassign custodians or

craftspeople who have been displaced from their positions. In the event that a displacement creates an unforeseen hardship, that bargaining unit member may request a meeting with the human resources department to discuss and review the circumstances. The human resources department shall make a reasonable effort to assist when a hardship arises. This provision is not intended to preclude a reduction in force if circumstances warrant.

#### **ARTICLE 22 - SENIORITY**

The School Department shall prepare a directory that indicates the date on which all members of the bargaining unit were hired. Custodians and craftspeople seniority is based upon length of service in the bargaining unit. Periods of service divided by a break due to resignation or termination shall not be added together to determine seniority. Upon request, the Employer shall provide an updated copy of a seniority list to the Union.

#### **ARTICLE 23 - ADVANCE NOTICE OF RESIGNATION OR RETIREMENT**

Custodians or craftspeople are expected to give 60 calendar days' advance notice of resignation and/or retirement from the school system.

#### **ARTICLE 24 - SEVERANCE BENEFIT**

An active employee after completing twenty (20) years of continuous, full-time service for the Holyoke School Department will, upon retirement or on the estate upon death, be paid a severance benefit of one thousand dollars (\$1,000) or five hundred dollars (\$500.00); provided, however, that in order to exercise the one thousand dollars (\$1,000) severance benefit, the employee must have at least one hundred and seventy-five (175) days of accumulated sick leave due at the time of retirement; or provided, however that in order to exercise the five hundred dollars (\$500.00) severance benefit, the employee must have at least one hundred and twenty-five (125) days of accumulated sick leave due at the time of retirement. It is understood by the parties that no employee will, under the terms of this Article, receive more than one thousand dollars (\$1,000) nor will any benefits be paid unless the Terms of this Article are met in full.

It is expressly understood and made a condition of this severance benefit that the parties agree that the amount paid under this Article will not be considered regular earnings under Massachusetts General Law, Chapter 32 and therefore will not be subject to retirement deductions or any other provision of said General Law, Chapter 32.

#### **ARTICLE 25 - REDUCTION IN FORCE**

The Receiver has the right to lay off custodians and craftspeople because of reductions in force

or reorganizations resulting from declining enrollment or other budgetary or operational reasons. The Receiver will establish the selection criteria for layoffs of unit members. Such selection criteria may include, but are not limited to qualifications, licensure, work history, multiple measures of student learning, operational need, and the best interests of the students. Where all other factors are equal, seniority may be used as the deciding factor. The Receiver may adopt any procedure(s) that he determines appropriate in the event of a reduction in force.

The Receiver has the right to reassign unit members, including those who have been displaced from their positions. After discussion with the affected staff member, the staff member may be assigned to any open position for which he or she is qualified. If the custodian or craftsperson is not assigned to a mutually agreeable position, the Receiver will assign them to a position for which he/she is qualified. Such an assignment may include instructional support, substitute teaching or administrative tasks. If no mutually agreeable position is available, the Receiver may lay off the custodian or craftsman. The Receiver may adopt any procedure(s) that he deems appropriate in the assignment/reassignment of educators or other staff.

#### **ARTICLE 26 - DISMISSAL AND DISCIPLINE**

- Section 1: The first full year of continuous employment for a custodian or craftsperson shall be a working test period and the employee shall be considered probationary/ at will for the purposes of discipline, discharge, and renewal.
- Section 2: No custodian or craftsperson who has completed one full year of service in the District as a custodian or craftsperson, shall be dismissed, demoted, reduced in rank or compensation, reprimanded or otherwise disciplined except for good cause.
- Section 3: No custodian or craftsperson who has completed three (3) full consecutive years of service in the District as a custodian or craftsperson, shall be dismissed, demoted, reduced in rank or compensation, reprimanded or otherwise disciplined except for just cause.

#### **ARTICLE 27 - AUTOMOBILE VANDALISM**

The School Committee will, upon receipt of a documented claim and evidence of an insurance company payment, contribute a maximum of five hundred dollars (\$500) to offset the deductible costs incurred by the custodian or craftsperson. The documentation must establish the vandalism act occurred while the employee was on-the- job and executing the assigned duties of his/her job.

#### **ARTICLE 28 - NOTICES AND ANNOUNCEMENTS**

All official notices and announcements pertaining to custodians and craftspeople shall be

disseminated by email or in any other method that the Superintendent deems reasonable.

### **ARTICLE 29 - ASSISTANCE IN ASSAULT CASES**

Principals shall immediately report orally all cases of assault suffered by employees in connection with their employment to the Superintendent and in writing within 24 hours. Whenever it is alleged that a custodian or craftsperson has assaulted a person or that a person has assaulted a custodian or craftsperson, the principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the employee 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 a custodian or craftsperson in accordance with the provisions of G.L. c. 258, s. 9.

## **PART IV - EVALUATION AND SUPERVISION**

The School District believes one important way to improve educational experiences for students is to engage in routine conversations with employees, individually and in small and large groups, about job expectations and to provide them 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 30 - EVALUATION**

- Section 1: Custodians and craftspeople shall be evaluated at least once per year and shall be provided with a copy of all written observations and evaluations if requested. An evaluation form is attached as Appendix A.
- Section 2: Any bargaining unit member who receives an overall end of year rating of “unsatisfactory” or “needs improvement” shall be subject to consequences in compensation in accordance with Articles 43 (Wage Increases).
- Section 3: Any employee who receives an overall rating of “needs improvement” or “unsatisfactory” shall be placed on an improvement plan for a duration of up to one (1) year.
- Section 4: An Evaluation Committee shall be established consisting of two union members selected by the Union President, and two representatives from the Holyoke Public Schools selected by the Superintendent. Additionally, one representative from a third party may be mutually selected by both groups.

An employee can appeal to the Evaluation Committee for a secondary review if he or she does not receive the requisite rating for salary advancement. The Committee will examine the appeal and shall make a recommendation as to whether a secondary review is warranted. The Superintendent 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 employee shall immediately advance.

## **PART V COMPENSATION: BENEFITS**

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

### **General Provisions Applicable to All Leaves of Absence**

The Administration reserves the right to require satisfactory, periodic documentation to substantiate any leave taken under this Article and to require employees taking leave for health-related reasons to present medical clearance for return to work. All requests for leave under this Part shall be made through a person's Principal or immediate supervisor to the Superintendent of Schools or his/her designee. All requests must be in writing.

Any employee who fails to return to work as scheduled from a leave of absence and who is not excused by the Superintendent of Schools or his/her designee shall be considered to have resigned from employment.

Leaves of absence may be extended by the Superintendent of Schools or his/her designee at his/her discretion.

To the extent practicable and taking into consideration availability, operational needs and the best interests of the students, employees returning from an extended leave of absence will be placed in a position similar to the one held prior to the leave. Benefits (including compensation) shall not accrue during an extended leave.

## **ARTICLE 31 - VACATION**

Employees shall not be eligible to take vacation during the ten (10) work days immediately preceding the start of the school year and the five (5) work days at the end of the school year unless, in extenuating circumstances as determined by Chief Finance and Operations Officer or designee, approved in advance by the Chief Finance and Operations Officer or his designee.

For the remainder of 2017, employees are entitled to vacation days as follows:

- A. 10 days after completing 30 weeks of continuous service in the school system.
- B. 15 days after five years of continuous service in the school system.
- C. 20 days after ten years of service in the school system.
- D. 25 days after twenty years of service in the school system.
- E. Vacation time must be taken during the calendar year the employee earns (becomes eligible) it, except for ten (10) days which may be rolled over to the next fiscal year (July-June) with the approval of the Superintendent or his/her designee.

Beginning on January 1, 2019, employees will follow the district policy for vacation time. The district has the following guiding principles for supervisors and employees in the scheduling of vacation time:

- Vacation leave should be scheduled after an interactive two-way discussion between the employee and the employee's supervisor.
- Vacation must be approved by the supervisor; however, a vacation leave plan which ensures that coverage is provided for key duties and projects shall not be unreasonably denied. It is the responsibility of the employee to plan for coverage with support from the supervisor.
- Supervisors are expected to manage employees' vacation time such that key duties and tasks are completed while the employee is on leave. The key duties and tasks will vary based upon the department and the employee: supervisors and employees together should plan for coverage.
- Supervisors are encouraged to develop and maintain an annual vacation calendar in their department to assist employees in managing key duties and projects.
- Supervisors should inform employees of time periods when vacation leave approval may be limited due to workload and staff availability.

### **Accruing, Tracking, and Using Time:**

Vacation time is accrued monthly from July 1st- June 30th and will be posted on the last day of the month. The monthly accrual is equal to 1/12 of the annual vacation allotment.

Employees may carry over up to ten (10) days of unused vacation time into the following contract year.

Upon separation of employment, employees will be paid out for any unused accrued vacation time. The Holyoke Public Schools will not be obligated to pay out any time that has not yet been accrued.

Employees may request up to five (5) advanced vacation days which will be granted on a case by case basis and subject to approval of their supervisor. If an employee separates employment with the Holyoke Public Schools prior to actually accruing the advanced time, these days will be deducted from his/her final paycheck, and/ or the employee will have to repay the remaining balance due to Holyoke Public Schools.

Vacation requests should follow the procedures as determined by the district and employee's supervisor.

An employee may be advanced more than five (5) vacation days under special circumstances. All requests will be evaluated on a case by case basis and must have the approval of both the designated supervisor and the Superintendent/ Receiver.

## **ARTICLE 32 - INCOME REPLACEMENT BENEFIT**

Each employee covered by this Agreement who has completed the probation period with the School Department and is regularly scheduled to work thirty (30) hours per week is eligible for

coverage by the School Department's paid Income Replacement Benefit ("IRB") in the manner and to the extent described in this Article and in the governing Plan Description and applicable insurance documents should the School Department insure its IRB obligation.

Eligible employees will receive seventy percent (70%) of the employee's regular straight-time hourly rate for the employee's regular weekly hours, up to a maximum of forty (40) hours per week up to a maximum weekly benefit of Seven Hundred and Fifty Dollars (\$750), for up to a maximum of One Hundred and Eighty (180) continuous days in the event of an eligible employee's absence for the employee's own non-work-related illness or injury that requires treatment and care by a healthcare provider and that cannot be accommodated in a light duty or another assignment for which the employee is qualified. In the event of an illness, the IRB benefit payment begins on the eighth (8th) day of absence and on the first (1st) day in the event of an accident.

Effective July 1st of each calendar year each employee will be credited with five (5) paid sick days. Unused sick days may not be accrued into another year. Unused sick days are paid to the employee at the end of each year.

Employees having retained accrued sick days accrued prior to the effective day of the IRB will retain the accrued days and may utilize and apply their accrued sick days toward the period before IRB benefit payments begin after having exhausted accrued sick days and to supplement the IRB benefit, up to a maximum (one hundred percent (100%)) of the employee's usual wage compensation. Employees having retained accrued sick days accrued prior to the effective day of the IRB may continue to retain the days.

Employees having retained accrued sick days accrued prior to the effective day of the IRB may continue to retain the days until the employees retirement at which time the employee is eligible for payment pursuant to the Severance Language (Art 36) of the previous Agreement.

### **ARTICLE 33 - 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 Public School Custodians and Craftspeople' Association. While recognizing that only a small fraction of custodians or craftspeople 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 supervisor may meet with the employee in order to discuss concerns regarding unusual sick leave usage. When, in the opinion of the Employer, sick leave is being abused, an employee shall be notified in writing of such suspected abuse, and after such notification, the employee may be required to provide a medical certification to justify any future absences. The employee

may have an Association representative present at this meeting.

Medical certification shall be defined as a written documentation of illness and/or inability to attend work which details the medical condition and treatment plan with periodic updates from a physician, nurse, chiropractor, dentist, or other qualified healthcare provider. Bargaining unit members may submit requested documentation to the Human Resources office instead of the building principal/direct supervisor.

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 34 - SICK LEAVE FOR INJURY/WORKER'S COMPENSATION**

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 35 - ORGANIZED RESERVED 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 36 - PERSONAL LEAVE**

All custodians and craftspeople shall be granted three (3) days of personal leave annually. Whenever possible, notice of intent to take a personal day must be provided to the building principal at least twenty-four (24) hours in advance.

### **ARTICLE 37 - BEREAVEMENT LEAVE**

In cases of death of near relatives, viz: spouse, father, mother, sister, brother, son or daughter, or for relatives residing in the same household, an employee shall be allowed absence of not more than five (5) calendar days in succession immediately following the day of the death, which shall not be charged against the annual and accumulated sick leave, and three (3) calendar days in case of death of a father-in-law or mother-in-law, and one (1) calendar day in cases of death of the following relatives whose place of residence is elsewhere than in the same household: brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, grandfather,

grandmother, or grandchildren. Provided however, the Superintendent may at his/her discretion, grant additional bereavement days, but the granting of such additional days shall in no event cause the total number of days provided under this Article to exceed five (5) days. The intent of this language is to provide bereavement leave only if the employee would have worked and not been absent for any other reason.

#### **ARTICLE 38 - 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 (effectuated via this CBA) prior to the commencement of any leave of absence.

#### **ARTICLE 39 - JURY DUTY**

The Employer shall pay the difference between the custodians' or craftspeople' daily rate of pay and the reimbursement from the Commonwealth.

#### **ARTICLE 40 - HEALTH INSURANCE**

The City of Holyoke maintains a contributory group insurance plan in accordance with Chapter 32B as amended of the General Laws, which plan shall continue its coverage for eligible employees covered by this Agreement to the extent such plan is maintained by the City of Holyoke.

#### **ARTICLE 41 - PENSION**

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

## PART VI - COMPENSATION: SALARIES

Consistent with the Turnaround Plan, a compensation system has been developed which will compensate custodians and craftspeople based on their performance. The vision of the HPS compensation system is to attract, retain and reward great custodians and craftspeople in the District.

### ARTICLE 42- SALARY STRUCTURE

Section 1: A new performance-based hourly rate compensation structure will be established for SY 2017-2018 which provides for four (4) different position ranges:

- (a) **Facilities Support- Level I:** *Junior Custodians and other entry level positions;*
- (b) **Facilities Support- Level II:** *Painters, Groundskeepers, Mail Delivery, Central Maintenance Support and other mid-level support positions;*
- (c) **Facilities Support- Level III:** *Senior Custodians and other upper-level support positions and*
- (d) **Craftspeople**

Section 2: Each hourly rate range will include a minimum and a maximum.

Section 3: Effective July 1, 2017, an employee newly-hired will be placed on the schedule at a position and hourly rate based on his/her education, certifications, work experience and any other qualifications that the hiring manager deems appropriate.

Section 4: Position and Rate schedule

Position	Min	Mid	Max
FS- Level I	15.40	16.95	18.50
FS- Level II	16.40	18.45	20.50
FS- Level III	18.95	20.30	21.65
Craftsperson	23.55	26.15	28.75

Section 5: Effective July 1, 2017, Senior Custodians and other appropriate FS- Level III workers who are assigned to a building with more than 150,000 sq feet shall receive an annual stipend in the amount of \$500.

Section 6: Where the district determines in its discretion to appoint a Junior Custodian on the night shift to the position of building lead for a particular school, the Junior custodian who is appointed to this role shall receive an annual stipend of \$500.

Section 7: Effective July 1 2017, custodians assigned to maintain a pool within a school building shall receive an annual stipend of \$500.

- Section 8: The above stipends are contingent upon receiving a *proficient* or *exemplary* on the end-of year evaluation.
- Section 9: When an employee is called back to the building for an unexpected emergency and required to work after his regularly assigned hours, he shall receive a minimum of two (2) hours pay at the overtime rate. Additionally, when an employee is required by Administration to check the building on Saturdays, Sundays, or Holidays that they are not normally scheduled to work, s/he shall receive a minimum of one (1) hour per day at time and one-half of their regular hourly pay.
- Section 10: Except for the reasons listed in Section 9 (above), employees will be entitled to overtime compensation only for time actually worked beyond forty (40) hours in the work week.

#### **ARTICLE 43- TRANSITION**

- Section 1: Effective SY 2017-2018, returning employees hired into their current position prior to July 1, 2017 will receive a minimum of a three percent (3.00%) increase to his/her hourly rate or the minimum rate for their position, whichever is higher.
- Section 2: An employee hired into their current position on or after July 1, 2017 will receive a minimum of a one and a half percent (1.50%) increase to his/her FY 2017 hourly rate or the minimum rate for their position, whichever is higher.
- Section 3: Employees who currently receive longevity payments will be frozen at their current rates. All other current employees and employees hired after July 1, 2017 will not be eligible for longevity payments.
- Section 4: Employees who have completed ten (10) continuous years of service as of the date of ratification shall receive a one-time \$200 bonus (not to be included in base compensation).

#### **ARTICLE 44- WAGE INCREASES (Year 2 & 3)**

- Section 1: An employee who receives an “*exemplary*” rating on his or her end of year performance evaluation shall receive between two and one-quarter percent (2.25%) and three percent (3.00%) increase to his/her hourly rate of pay up to the maximum hourly rate for his/her respective level.
- Section 2: An employee who receives a “*proficient*” rating on his or her end of year performance evaluation shall receive between a one and one-half percent (1.50%) and two and one-quarter percent (2.25%) increase to his/her hourly rate of pay up to the maximum hourly rate for his/her respective level.

- Section 3: An employee who receives an “*unsatisfactory*” or “*needs improvement*” rating on his/her end of year performance evaluation shall not receive an increase.
- Section 4: All employees will be paid at least the minimum level of their respective levels, except employees who receive an “unsatisfactory” rating on their end of year evaluation.
- Section 5: An employee that receives an overall rating of “proficient” and are already receiving the maximum hourly rate shall receive a \$500 bonus in the following year. An employee that receives an overall rating of “exemplary” and are already receiving the maximum hourly rate shall receive a \$750 bonus in the following year. An employee that receives such bonuses shall be paid no later than the last paycheck in August.
- Section 6: All increases are recommended by the employee’s supervisor and approved by the Superintendent.

#### **ARTICLE 45 - METHOD AND TIME OF PAYMENT**

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.

#### **ARTICLE 46 – HOLIDAYS**

Employees who are employed on the scheduled work day prior to the listed holiday will receive a regular day's pay for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents’ Day	Veterans Day
Patriot's Day	Thanksgiving Day
Good Friday*	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

*\*Provided school is not in session*

Additionally, they will work a half (½) day the last work day before Christmas in that it will not cause any disruption in the Holyoke Public School system and one-half (½) day the last work day before New Year's Day.

Employees required to work a full day the last work day before Christmas due to the operational

needs of the School system will receive one-half (½) day in the following work week at the discretion of the Superintendent or his/ her designee.

#### **ARTICLE 47 – OTHER COMPENSATION**

If the supervisor determines that the payment of additional compensation (in the form of stipend 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 an additional payment following the notification. Circumstances that may make such compensation appropriate include but are not limited to rewarding unit members for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a particularly challenging assignment; and retaining personnel in the employment of Holyoke Public Schools. The Superintendent retains final discretion over the implementation of any additional compensation.

Ratified in the City of Holyoke on this the 23 Day of August, 2018.

**Holyoke Public School Custodians' and Craftspeople'**

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David Rudzik/ *Acting Union President*

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Martha Mott/ *Staff Representative*

**Holyoke Public School**

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Dr. Stephen Zrike, Jr./ *Superintendent*

## NOTES