

# **Holyoke Therapists' Association *and* Holyoke Public Schools**

Collective Bargaining Agreement  
July 1, 2019 – June 30, 2022

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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 the employee.
- **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 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 Therapists Association**

The Holyoke School Committee recognizes Holyoke Therapists Association- Service Employees International Union, Local 888- as the exclusive bargaining representative for all full-time or regular part-time Speech & Language Pathologist Assistants, Physical Therapists and Physical Therapist assistants, Occupational Therapists, and Occupational Therapists Assistants.

## **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 "therapist" 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 "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 so stated in writing.

### **ARTICLE 3: MANAGEMENT RIGHTS**

Subject only to the limits stated in this Agreement, the Holyoke Therapists 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.

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 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 following a ten (10) day consultation period with the union.

This article shall not be subject to arbitration.

#### **ARTICLE 5: DURATION OF AGREEMENT**

This agreement is for the term July 1, 2019 through June 30, 2022. 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.



## ***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 Therapists 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**

During the term of this agreement, the employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request any additional amounts specified by the union and authorization by the employee. When filed with the employer, the authorization form will be honored in accordance with its terms, deductions will be promptly transmitted to the union.

Each employee who chooses not to join or maintain membership may voluntarily pay a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent. The district agrees to deduct the amount authorized by each employee and transmit the said amounts to the Union along with a list of agency fee members who are having said dues deducted, in accordance with the terms of the authorization for payroll deductions for agency service fee form.

The Union and each employee undertakes to indemnify and hold the District and its employees harmless from all claims, demands, suits or other forms of liability that may arise against the District for or on account of any deductions made from the wages of such employees or for any other action taken under this article.

## **ARTICLE 8: BUILDING COOPERATION**

The principal shall recognize the Association officers as the official representative of the Association in the school.

The Parties agree that it is important to establish and maintain positive and professional relationships between the district leadership and Association building representatives. The Parties agree to promote healthy cooperation and communication between the principal and the building representative in the interests of encouraging student academic growth.

No therapist shall engage in Association activities during the time he/she is assigned to regular work duties unless given such prior authority by the Chief of Pupil Services or designee.

## **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 therapist for expression of a therapist'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 10: 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 therapist hired by the Committee; the Committee may post a copy of the Agreement online.

## **ARTICLE 11: 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 therapist 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 employee 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
<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	Arbitration
ARTICLE 8	BUILDING COOPERATION	Arbitration
ARTICLE 9	PROTECTION OF INDIVIDUAL AND GROUP RIGHTS	Arbitration

ARTICLE 10	DISTRIBUTION OF AGREEMENT	Arbitration
ARTICLE 11	GRIEVANCE PROCEDURE	Mediation
ARTICLE 12	RESOLUTION BY PEACEFUL MEANS	Arbitration
<b>PART III: GENERAL WORKING CONDITIONS</b>		
ARTICLE 13	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 14	WORK YEAR	Mediation
ARTICLE 15	WORK DAY	Mediation
ARTICLE 16	ACADEMIC CALENDAR	Mediation
ARTICLE 17	HIRING AND PROMOTIONS	Hybrid**
	<i>**Posting procedure only subject to Arbitration; all else Mediation</i>	
ARTICLE 18	STAFF ASSIGNMENTS	Mediation
ARTICLE 19	DUTY FREE LUNCH	Arbitration
ARTICLE 20	PROFESSIONAL DEVELOPMENT	Mediation
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	DISMISSAL AND DISCIPLINE	Hybrid**
	<i>**Therapist Dismissal: Statute; all other therapist discipline: Arbitration</i>	
ARTICLE 25	SCHOOL FACILITIES/ HEALTH AND SAFETY	Arbitration
ARTICLE 26	AUTOMOBILE VANDALISM	Arbitration
<b>PART IV: EVALUATION AND SUPERVISION</b>		
ARTICLE 27	EVALUATION	Arbitration**
	<i>**Under the standards set forth in the evaluation document</i>	
<b>PART V: COMPENSATION- BENEFITS</b>		
ARTICLE 28	SICK LEAVE	Arbitration
ARTICLE 29	SICK LEAVE ABUSE	Arbitration
ARTICLE 30	SICK LEAVE FOR INJURY	Arbitration
ARTICLE 31	MILITARY LEAVE OF ABSENCE	Arbitration
ARTICLE 32	ORGANIZED RESERVED FORCES	Arbitration
ARTICLE 33	PERSONAL LEAVE	Arbitration
ARTICLE 34	BEREAVEMENT LEAVE	Arbitration
ARTICLE 35	LEAVE WITHOUT PAY	Arbitration
ARTICLE 36	RETURN FROM LEAVE OF ABSENCE	Arbitration

ARTICLE 37	JURY DUTY	Arbitration
ARTICLE 38	HEALTH INSURANCE	Mediation
ARTICLE 39	TUITION REIMBURSEMENT	Arbitration
ARTICLE 40	MILEAGE ALLOWANCE	Arbitration
<b>PART VI: COMPENSATION- SALARIES</b>		
ARTICLE 41	PROFESSIONAL COMPENSATION SYSTEM	Mediation
ARTICLE 42	CAREER LADDER	Hybrid**
	<i>**Explicit salary commitment from Human Resources: Arbitration; all else Mediation</i>	
ARTICLE 43	ADVANCEMENT ON THE CAREER LADDER	Mediation
ARTICLE 44	OTHER COMPENSATION	Mediation
ARTICLE 45	SUMMER SCHOOL PROGRAMS	Arbitration
ARTICLE 46	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 Association 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 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.

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

When a therapist 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 therapist 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 subject to the provisions of this article.

**ARTICLE 12: 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 13: 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 therapist 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 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 therapist will continue to receive duty-free lunch
- Scheduling of school-wide parent/therapist meetings
- 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 14: WORK YEAR**

The work year will be determined as part of each schools' operational plans and will be made public by April 15<sup>th</sup> of the preceding school year or later as determined by the Superintendent. A therapist or therapist assistant will work the one hundred eighty (180) student days and an additional eight (8) professional development or additional service days for a total of one hundred eighty-eight days.

Employees who are unable to fulfill their obligations under the scheduled work day may under extenuating circumstances request a modified schedule, with approval from the Chief of Pupil Services or designee.

#### **ARTICLE 15: WORK DAY**

A therapist or therapist assistant will work an eight (8) hour day. The exact starting and ending times will be set by the Chief of Pupil Services (or designee) to ensure that students can be provided with services across the various school start/end times, with input from the therapist and/or assistant therapist team. Therapists shall be entitled to a one-half (1/2) hour duty-free lunch period and should schedule their appointments to provide for this time.

On average, the therapists' and assistant therapists' day will receive one and a half (1.5) hours for collaboration, prep time, paperwork, supervision.

To accommodate schedules for professional learning and collaboration, there may be some days where more time is allocated for collaboration and other days when less time is allocated for collaboration. Across the week, the total amount of time for collaboration, prep, paperwork and

supervision should be at least 1.5 hours per day (7.5 hours per full week).

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

#### **ARTICLE 16: ACADEMIC CALENDAR**

The Superintendent will establish a baseline school calendar each year that may include 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, supplementary academic programs, including Vacation Academies, may be held on these days.

The Superintendent will determine the amount of professional development days that are reserved for district wide and school/ department professional development.

#### **ARTICLE 17: 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.

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

For all open positions, 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. 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 shall be required to submit a formal application online.

#### **ARTICLE 18: STAFF ASSIGNMENTS**

Therapists may express, in writing, to the Chief of Pupil Services (or designee) their preferences of grade level, position, department assignment. Preferences will be given consideration in preparing the organizational chart for the following year.

The parties acknowledge there are various ways a therapist can have his/her assignment changed.

The rest of this article is to outline the differences and respective procedures.

- Section 1      Voluntary Transfers  
Bargaining unit members may apply to vacant positions that are posted and the Employer shall follow the provisions of Article 26.
- Section 2      Ongoing Transfer Request  
Should a bargaining unit member desire a change in an assignment, he/she may notify the Chief of Pupil Services.
- Section 3      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 Pupil Services department to discuss and review the circumstances. The Pupil Services department shall make a reasonable effort to assist when a hardship arises.
- Section 4      Displacement  
An 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 those who have been displaced from their positions. In the event that a displacement creates an unforeseen hardship, that employee may request a meeting with the pupil services department to discuss and review the circumstances. The pupil services department shall make a reasonable effort to assist when a hardship arises.

#### **ARTICLE 19: DUTY FREE LUNCH**

Each therapist will be provided with an unpaid thirty (30) minute duty free lunch period. All lunch periods will be consecutive.

#### **ARTICLE 20: PROFESSIONAL DEVELOPMENT**

Professional development programs generally will be determined by the Pupil Services Department. There will be occasions however where the Superintendent may require District-wide professional development.

#### **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 Association shall be supplied with the list which shall be kept current.

## **ARTICLE 22: ADVANCE NOTICE OF RESIGNATION OR RETIREMENT**

Therapists 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 therapists 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 therapists 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.), 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 Superintendent has the right to reassign therapists and other staff who have been displaced from their positions. After discussion with the affected staff member, the therapist or staff member may be assigned to any open position for which he or she is qualified. If the staff member is not assigned to a mutually agreeable position, the Superintendent will assign the staff member to a position for which he/she is qualified. Such an assignment may include instructional support, substitute teaching or administrative tasks. If no such position exists, the therapist shall be laid off, subject to applicable statute.

The Superintendent retains the right to determine the number of 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.

Copies of layoff notices shall be sent to the Association.

## **ARTICLE 24: DISMISSAL AND DISCIPLINE**

Section 1: The first full year of continuous employment for an employee 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 therapist who has completed one full year of service in the District as a therapist, shall be dismissed, demoted, reduced in rank or compensation, reprimanded or

otherwise disciplined except for good cause. An arbitrator in determining whether there is good cause for discipline or dismissal shall consider the best interests of the pupils in the District and the need for elevation of performance standards.

Section 3: No therapist who has completed three (3) full consecutive years of service in the District as a therapist, shall be dismissed, demoted, reduced in rank or compensation, reprimanded or otherwise disciplined except for just cause.

## **ARTICLE 25: SCHOOL FACILITIES/ HEALTH AND SAFETY**

Whenever possible, the Superintendent will provide in each building:

- Reasonable storage space,
- A school department email address,
- Access to school phones for local calls for personnel covered by the Agreement, and
- Whenever possible, suitable parking areas for therapists during school hours.

Security in school premises will be maintained, that is, weapons and contraband will not be brought upon school premises by students or others. Visitors to school premises will be required to check in. Concerns or violations will be brought forward to the Superintendent. The School Committee will work to ensure that security of the school premises is maintained.

## **ARTICLE 26: 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) to offset the deductible costs incurred by the teacher. The documentation must establish the vandalism act occurred while the teacher was on-the-job and executing the assigned duties of his/her job.

## **PART IV: EVALUATION AND SUPERVISION**

The School District believes that the best way to improve educational experiences for students is to engage in routine conversations with therapists, individually and in small and large groups, about instruction and to provide therapists 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 27: EVALUATION**

- Section 1: Therapists 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: Advancement on the Career Ladder.
- 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 consisting of two association members, two members from the Holyoke Public Schools and a mutually agreed upon third party will hear appeals from therapists and therapist assistants who do not receive the requisite evaluation rating. A therapist or therapist assistant 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 therapist or therapist assistant shall immediately advance.



## **PART V: COMPENSATION- BENEFITS**

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

### **ARTICLE 28: SICK LEAVE**

Guidelines for Sick Leave Use: All full-time employees will accrue 1.0 day per month from September to June for a total ten (10) days per year. Sick time is accrued and posted on the last day of the month. Employees will start accruing sick time in accordance with the set guidelines at the start of their employment. Employees may use time from their accrued sick leave in ¼ day increments. Employees working less than half time are not eligible to accrue sick leave time. Part time employees who work at least half time will receive a prorated accrual.

Eligibility to accrue sick leave is contingent upon the employee either working or utilizing accrued sick time for more than half of the accrual period/ month and shall not be accrued in periods during which unpaid leave, short or long term disability leave, or workers' compensation leave are taken for more than half of the period.

Employees on an approved leave of absence (such as a leave protected and approved under Family and Medical Leave Act), must use all accrued sick leave time before the start of the unpaid time.

Except in the case of an emergency, therapists shall provide notification of illness to the Chief of Pupil Services (or designee) and/ or other appropriate school department personnel as soon as possible and no later than 6:00 am on the first and each consecutive day of illness.

Employees may not borrow time from future accruals.

Sick leave is non-transferable.

Carry Over and Cash Out: Up to one-hundred twenty (120) days of accrued and unused sick time may be carried over from June 30<sup>th</sup> to July 1<sup>st</sup>. Employees who have more than one-hundred twenty (120) days accrued on June 30<sup>th</sup> shall be paid out their remaining days at a rate of \$40 per day for a maximum annual benefit of \$400. To receive such payment, the employee must be on the first payroll of the following school year. Payments shall be made only for days in excess of one-hundred twenty (120) accrued days. No payment will be made to an employee who resigns without providing the district with the ninety (90) day contractual notice or to an employee who resigns prior to the completion of the school year.

Transition to Sick Leave Policy: Effective July 1, 2019, employees who have more than one-hundred twenty (120) accrued days will be paid out for all remaining days, beyond one hundred twenty (120), at a rate of \$40/ day for up to a maximum amount of \$2,000.

The district will make such payment in September 2019. Employees must be active employees on the said date of payment in order to be eligible for such payment. Employees who are retiring and provide the contractual ninety (90) notice shall be eligible for such payments even if they leave prior to September 2019.

#### **ARTICLE 29: 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. While recognizing that only a small fraction of employees 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 district administrator may meet with the employee in order to determine whether the employee has a valid reason to justify such absences or any other concerns regarding unusual sick leave usage. The therapist may have an Association representative present at this meeting.

The administrator may require a medical certificate. 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, chiropractor, dentist, or other qualified healthcare provider.

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

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 30: 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 the employee's regular pay.

### **ARTICLE 31: MILITARY LEAVE OF ABSENCE**

Military leave of absence, without pay, shall be granted to a therapist 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.

### **ARTICLE 32: 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. This shall apply to reserve service which the therapist cannot postpone to the summer vacation. Members new to the unit or joining an Armed Forces Reserve Unit after September 1, 1984 will be governed by the following: Payment will be made under the above section; however, in no event is the member to receive a combined pay for the period which totals more than (s)he would normally receive for the same period while employed by the Committee.

### **ARTICLE 33: PERSONAL LEAVE**

All therapists may use up to the equivalence of three (3) days of their accumulated sick time for personal leave annually. To the extent possible, notice of intent to take a personal day must be provided to the Chief of Pupil Services or designee at least forty-eight (48) hours in advance and must be pre-approved. Personal leave shall not be allowed during a declared snow day.

Except for serious extenuating reasons as determined by the Chief of Pupil Services or designee no such leave will be granted during the first or last week of school or on the work day preceding, or the work day after the Thanksgiving, Christmas, winter and spring vacation periods, and Columbus Day, Veterans' Day, Martin Luther King Day, Good Friday, Patriots' Day and Memorial Day. When there are extenuating reasons, 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 approval within 5 days or reasonably soon thereafter.

### **ARTICLE 34: 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, therapists 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 of three (3) calendar days in case of death of a father-in-law or mother-in-law, and of 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) school days. The intent of this language is to provide bereavement leave for the employee during the regular school year only, and is intended to be used only if the employee would have worked and not been absent for any other reason.

### **ARTICLE 35: 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 those who have completed three (3) years of full-time service with the Holyoke Public Schools as a therapist or therapist assistant.

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 an employee has accumulated ten (10) days of short-term unpaid leave, any subsequent leave without pay should not be counted toward seniority.

### **ARTICLE 36: 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 37: JURY DUTY**

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

### **ARTICLE 38: 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 39: TUITION REIMBURSEMENT**

The Committee shall reimburse at the rate of fifty percent (50%) of the actual cost of the courses toward a first Masters' Degree (in a program related to their position) up to a maximum of five hundred dollars (\$500) per fiscal year. The standard of work for said graduate courses must be that which is acceptable for graduate credit at an accredited university. Therapists who intend to take qualifying courses for the following fiscal year must submit a statement of intent to attend a course(s) to the Human Resource Department by May 1st.

Course reimbursement will be effective within thirty (30) days of the date grade and course payment documentation is provided to the Human Resource Department. Reimbursement for courses will not be treated as regular compensation un Chapter 32.

### **ARTICLE 40: MILEAGE ALLOWANCE**

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

Traveling personnel whose regular duties require them to use private vehicles for school business shall be reimbursed at a rate consistent with the then-existing IRS rate.

Traveling personnel authorized by the Superintendent must submit documentation of said mileage.

## PART IV: COMPENSATION-SALARIES

The vision of the HPS compensation system is to attract, retain and reward great therapists and therapist assistants in the District.

### ARTICLE 41: PROFESSIONAL COMPENSATION SYSTEM

Consistent with the Turnaround Plan, a compensation system has been developed which will compensate therapists based on their performance. The compensation system includes a career ladder that contains three tiers- Novice, Developing, and Career- that compensates therapists commensurate with their development and impact on students. It is envisioned that student outcomes will improve by creating a professional compensation system that will retain our best performers and attract new high-potential staff.

### ARTICLE 42: CAREER LADDER

**NOVICE:** Novice therapists and therapist assistants are typically first-year professionals who are entering directly from college or who are new to the profession.

**DEVELOPING:** Developing therapists and therapist assistants are early career therapists who are typically in their second or third year in the profession. There are two levels in the developing tier.

**CAREER:** Career therapists and therapist assistants have been recognized experienced/ skilled professionals. Career therapists serve as role models to less experienced staff and proactively drive their own professional growth. There are five levels in the career tier.

THERAPISTS		THERAPIST ASSISTANTS	
	CAREER		CAREER
	LEVEL V: \$67,000		LEVEL V: \$45,000
	LEVEL IV: \$64,000		LEVEL IV: \$44,000
	LEVEL III: \$60,000		LEVEL III: \$43,000
	LEVEL II: \$56,000		LEVEL II: \$42,000
	LEVEL I: \$52,000		LEVEL I: \$41,000
	DEVELOPING		DEVELOPING
	LEVEL II: \$48,000		LEVEL II: \$40,000
	LEVEL I: \$46,500		LEVEL I: \$38,000
NOVICE		NOVICE	
\$45,000		\$36,000	



For each year of this three year contract (2019-2022), a Career V therapist who receives the requisite evaluation ratings as described in *Advancement on the Career Ladder* shall receive an additional \$750 added to their annual base salary. Similarly, a Career V therapist assistant who receives the requisite evaluation ratings as described in *Advancement on the Career Ladder* shall receive an additional \$600 added to their annual base salary. This salary provision will sunset on June 30, 2022.

#### **ARTICLE 43: ADVANCEMENT ON THE CAREER LADDER**

- Section 1: A Novice therapist shall advance to Developing I and a Developing I therapist shall advance to Developing II annually provided that the therapist does not receive an end-of-year rating of *unsatisfactory*.
- Section 2: A Developing II therapist shall advance to Career I and all Career level therapist shall advance one level annually provided that the employee receives a *proficient* or *exemplary* rating overall.
- Section 3: Employees who do not receive the requisite rating to advance on the career ladder may still do so with the recommendation of the employee's supervisor and the approval of the Superintendent.
- Section 4: Employees may advance on the career ladder more rapidly than described in Section 1 and Section 2 with the recommendation of their supervisor and the approval of the Superintendent. Such advancement will be limited to two levels above what the career ladder would otherwise provide.
- Section 5: If no end of year evaluation is completed for the therapist or therapist assistant, the therapist or therapist assistant will advance to the next level.
- Section 6: Employees shall not have their annual salary reduced based on the performance evaluation.

#### **ARTICLE 44: OTHER COMPENSATION**

If the Chief of Pupil Services or building 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 Association and may authorize the additional payment following the notification. Circumstances that may make such compensation appropriate include but are not limited to rewarding therapists for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a particularly challenging assignment; and retaining



therapists in the employment of the Holyoke Public Schools. The Superintendent retains final discretion over the implementation of any additional compensation.

#### **ARTICLE 45: SUMMER SCHOOL PROGRAMS**

Therapist Assistants selected to work for the summer school programs shall be paid a rate of \$28.70 per hour. Therapists selected to work for the summer school programs shall be paid a rate of \$40.00 per hour.

#### **ARTICLE 46: 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.

Beginning SY 2019-2020, *new employees* will automatically be placed on a twenty-two (22) pay period cycle. Employees will be given the option to receive their base pay over twenty-six (26) pay periods. To change to a twenty-six (26) pay period cycle, the employee must submit the *Teacher Pay Option* form to the payroll department by August 5th for the following school year. Once an employee elects to be paid on a twenty-six (26) pay period cycle, the employee will remain on this cycle unless the employee elects to move back to a twenty-two (22) pay period cycle by August 5th for the following school year. *Current employees* (who are already on a 26 pay period cycle) will remain on that pay schedule unless they complete the *Teacher Pay Option* form electing to receive twenty-two (22) pay periods by August 5th.

Employees will pay deductions over twenty-two (22) pay periods. Employees who elect twenty-six (26) pay periods will only have the following deductions taken over the four (4) summer paychecks:

1. Federal and State Income Taxes
2. MED-TAX
3. Retirement
4. Other Compensation Adjustments

All optional deductions (e.g. health, dental, flexible saving account, life) will not be taken out during the four (4) summer paychecks.

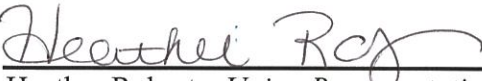
The employer may require direct deposit of employee paychecks.

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.


Ratified in the City of Holyoke on this the \_\_\_\_ Day of November 2019.

**Holyoke Therapists' Association:**

  
Cory Bombredi, SEIU Representative 6-29-20  
Date

  
Heather Roberts, Union Representative 6/29/2020  
Date

**Holyoke Public Schools:**

  
Dr. ~~Stephen Zrike, Jr.~~, Superintendent 7/8/2020  
Date  
Alberto Vazquez Mateo

**Department of Elementary and Secondary Education:**

\_\_\_\_\_  
Jeffrey C. Riley, Commissioner of Elementary and Secondary Education Date

## NOTES