

Contract Between the

International Union of Public Employees, IUPE, Local 175  
(Clerical and Administrative Support)

and

The Leicester School Committee

July 1, 2015- June 30, 2018

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## **ARTICLE 1 – PURPOSE**

Pursuant to the provisions of Massachusetts General Laws, Chapter 150E, Section 4, this agreement is made this day of January 12, 2016 by and between the Leicester School Committee (hereinafter referred to as the Employer) and the International Union of Public Employees, Inc. (IUPE) (hereinafter referred to as the Union), and has as its purpose the promotion of harmonious relations between the Employer and the Union.

## **ARTICLE 2 – RECOGNITION**

Pursuant to certification issues by the Department of Labor Relations on August 25, 2015 in Case Number MCR-15-4540, the Leicester School Committee (hereinafter "Employer"), Massachusetts, recognizes the International Union of Public Employees, IUPE, (hereinafter "Union"), as the sole and exclusive bargaining agent for the following unit: all full-time and regular part-time clerical and administrative support employees employed by the Leicester School Committee, excluding all managerial, confidential, casual and other employees.

## **ARTICLE 3 - EMPLOYER'S RIGHTS**

The Union recognizes that the School Committee and the Administration must provide quality, efficient and economical operation of its schools and to promulgate reasonable rules and regulations thereof. To this end, the District retains and reserves all regular and customary functions of management and all powers, rights, and duties it has under law, except as abridged, delegated, granted, or modified by this agreement. These rights include but are not limited to:

- maintain order and efficiency
- select, hire, promote and direct the employees in accordance with the requirements, enrollment needs, and financial needs of the schools and to determine the place where work is to be performed.
- assign, reassign and schedule all duties and assignments
- determine the quantity and types of equipment to be used
- introduce new methods and facilities
- determine staffing requirements and the number and location of facilities
- determine whether the whole or any part of the operation shall continue to operate
- determine the qualifications for positions
- demote, suspend, discipline or discharge
- layoff employees for lack of work or lack of funds subject to the terms of this agreement

## **ARTICLE 4 - PROBATIONARY PERIOD**

The first ninety (90) days of continuous service by a newly hired employee shall constitute such employee's probationary period. At any time during the probationary period a newly hired employee may be terminated at the sole discretion of the Employer, and said termination is not subject to grievance or arbitration.

## **ARTICLE 5 - CHECK OFF/UNION SECURITY**

After 30 days of employment an employee may tender monthly membership dues charged by the Union by signing a payroll deduction authorization form. During the life of this Agreement and in accordance with the terms of the authorization from hereinafter set forth, the Employer agrees to deduct from each pay period, dues levied in accordance with the Constitution of the Union and remit the aggregate amount to the Treasurer of the Union on a monthly basis.

### **ARTICLE 5A - AGENCY SERVICE FEE**

- A. Commencing on the effective date of this Agreement, all employees who are members of the bargaining unit will be required as a condition of their employment to pay an authorized biweekly agency service fee (to be deducted from the employee's paycheck) unless they become members of the Union within thirty (30) days. Said fees will be in an amount determined in accordance with all state and federal laws and regulations and will reflect the costs of collective bargaining contract administration and other permissible charges, except that in no case will the fee be greater than the annual dues of the Union.
- B. This Article will not apply to any employees who have authorized the Town Treasurer to deduct Union dues under Article 5 of this Agreement.
- C. It is understood by the School Committee and the Union that deduction of the agency service fee will be made by the Town through the Treasurer only during the existence of an executed Agreement between the School Committee and the Union.
- D. The collection of the fee (with the exception of Authorized payroll deduction) shall be solely the responsibility of the Union, and the District shall not be responsible for the implementation, collection or enforcement of the fee, except that it will supply, on demand, any required documentation to establish that an individual refusing to pay is a member of the bargaining unit.
- E. The Union will enforce payment of the agency service fee. The District will not be required to take any action regarding the employment status of an individual who refuses to pay the agency service fee.

## **ARTICLE 6 - NO STRIKE/NO LOCKOUT**

During the term of this agreement there shall be no strikes, work stoppages or slowdowns of school operations by the Union or its members. The employer agrees not to lock out any employee covered by this agreement.

## **ARTICLE 7 - DISCIPLINE**

The Superintendent may impose disciplinary action for just cause. Disciplinary action may include, but is not limited to:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

The School Committee or representative will give written notice to employees within five (5) days of

imposing 3 and 4 above and will forward a copy to the Local Union President.

Written notice regarding suspension will specify the number of days imposed. Disciplinary actions under items 3 and 4 above can be taken up at the second step of grievance procedure.

No employee will be terminated or suspended for more than five (5) days without a hearing. Hearings will be held before the Principal in the first instance, unless it involves a decision made by the Superintendent, in which case, s/he will be the sole hearing officer. If a suspended or terminated employee disagrees with a decision of a building principal, the aggrieved employee may appeal to the Superintendent for a hearing.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

A grievance shall be defined as a dispute concerning the interpretation, implementation, or application of this collective bargaining agreement. The purpose of the procedure set forth is to produce prompt and equitable solutions to those problems which from time to time arise and affect the conditions of employment. The Committee and Union desire that such procedure be as informal and confidential as may be appropriate for the grievance and level involved.

Level One: An employee or group of employees having a grievance shall present it in writing through the Union steward or bargaining representative, to the immediate supervisor/designee, stating specifically what article or articles of the collective bargaining agreement the employee believes to have been violated. This must take place no later than ten (10) working days after the employee is aware or reasonably should have been aware of, the event or events giving rise to the grievance, but not to exceed 30 school days from the event or events giving rise to the grievance. The immediate supervisor/designee shall have ten (10) working days to respond to the grievance and, depending on the nature of the grievance reserves the right to confer with the Superintendent/designee.

Level Two: If the employee is not satisfied with the immediate supervisor's or his/her designee's response, the employee, together with his/her union representative, may appeal the grievance to the Superintendent; such appeal must be filed within ten (10) working days of the date of the answer from the immediate supervisor/designee. The Superintendent or his/her designee will have ten (10) working days to give his or her answer to the grievance in writing.

Level Three: In the event that the aggrieved employee is not satisfied with the decision of the Superintendent, the Union, within ten (10) working days after receipt of the decision of the Superintendent, may submit the grievance for arbitration to the Massachusetts Board of Conciliation and Arbitration. Any such arbitration shall be conducted in accordance with the rules of the Board of Conciliation and Arbitration. The Arbitrator or arbitration panel shall be without power to add to, subtract from, or modify in any way the provisions of this Agreement. The costs of arbitration shall be borne equally by the parties.

Failure of the employee or the Union at any stage of this procedure to appeal the grievance to the next level within the time specified shall be deemed to be acceptance of the decision rendered at that level.

The grievant shall have the right to use at his/her presentation of any level of this grievance procedure, representation of his/her choosing but not normally to exceed two (2) representatives.

Failure by the Superintendent to respond within the time limits set forth in the Article shall be deemed a denial of the grievance at that step of the grievance process.

Any time limits contained in this Article may be waived by agreement of the parties.

### **ARTICLE 9 – SENIORITY**

The length of continuous service of the employee in the bargaining unit shall determine the seniority of the employee. In the cases of a newly recognized unit, all members coming under contract will retain their length of service from their date of hire. (See Appendix A – Seniority List)

The principle of seniority shall be the governing factor in all cases of transfer, preference in vacant shift assignments (excluding promotions) and choice of vacation periods. In cases of promotion, seniority shall be considered along with qualifications, ability and experience.

Any changes made pursuant to this article that involve a change of building are subject to the approval of the building principal at the location of transfer and are subject to prior approval by the Superintendent.

### **ARTICLE 10 – EVALUATION**

The evaluation process is intended to be a positive approach to enhance Employer and Employee relationships and is to be used as a tool for both parties to have a clear understanding of the expectations of the job and employee performance. It is not intended to replace or to be used in conjunction with matters of discipline however; an evaluation may be used as support documentation by the principal or Superintendent /designee for disciplinary reasons.

The evaluation will be an objective analysis of the Employees' job performance. Evaluations shall be conducted annually and provided to the employee prior to June 1. Employees shall have five (5) days to review the evaluations and shall be afforded the opportunity to meet and discuss the contents of the evaluation with the evaluators if requested. A bargaining unit member may submit a rebuttal to be attached to the evaluation form and put in the employee's official personnel file. An employee cannot grieve his/her evaluation beyond Step 2.

### **ARTICLE 11 - HOURS OF WORK**

Employees covered by this agreement are "academic year (10-month) employees" based upon the work year established by the District. The District shall determine each employee's work year and work schedule and reserves the right to adjust the schedule as needed to serve the best interest of the District. Such academic year employees may work a certain number of days (i.e. 170, 180, or 190 days) and hours (i.e. 6 hours per day, 6.5 hours per day, 7 hours per day) as established by the District. Hourly employees may take on additional assignments during the summer months or before or after school at the rates established by the district for those additional assignments.

Work Breaks — Full-time employees shall receive (1) ten (10) minute break for each 4-hour period each day, to be scheduled by their immediate supervisor.

Meal Breaks — Employees shall receive a thirty (30) minute, unpaid meal break when scheduled to work six (6) or more hours in a day. An employee is free to leave the workplace during the break. If the employee is required to remain on the premises at the request of their supervisor during the meal break, the meal break shall be compensated.

## **ARTICLE 12 – OVERTIME**

Employees will be paid one and one-half (1 1/2) times their regular rate for hours worked in excess of forty (40) per week as required by law.

## **ARTICLE 13 – HOLIDAYS**

The following days are paid holidays at the Employees daily prorated pay rate [Note that in year 1 of this agreement, holidays will be paid beginning on January 1, 2016]: New Year's Day, Martin Luther King's Birthday, Presidents Day, Patriot's Day, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

## **ARTICLE 14 - SICK LEAVE**

An employee must work at least twenty (20) hours per week to be eligible to earn sick leave benefits. Each eligible employee shall earn 15 sick days per year accruing sick leave pay at the rate of one and one-half (1.50) days for each month of work. A sick day will be considered an absence by an employee for his/her regular working shift within a 24 hour period. For employees hired prior to July 1, 2016, there shall be a one hundred eighty (180) day accrual limit as to the total number of unused sick leave days. For employees hired after July 1, 2016, there shall be a one hundred fifty (150) day accrual limit as to the total number of unused sick leave days. The following is to be considered due reason for sick leave:

1. Personal sickness or injury
2. Bedside care. (see below)

Bedside care - an employee will be entitled to use up to five (5) sick days per year in the event of an illness or injury requiring bedside care for members of the employee's household or the following immediate relatives, mother, father, sister, brother, husband, wife, daughter or son.

After three (3) consecutive days, a doctor's certificate may be required and shall be filed with the Superintendent or his/her Designee. If the employee's absence from duty recurs frequently or habitually, and when in the judgment of the Superintendent there appears to be reasonable cause, a medical certification from a physician shall be required. For any absences of more than ten (10) consecutive days a doctor's certificate shall be required indicating that the employee is permitted to return to full duty.

To be eligible to use paid sick leave, an employee must report the illness or injury to their immediate supervisor as soon as is reasonably possible, but in no event less than one hour prior to such employee's scheduled reporting time on the first day of absence (unless prevented from doing so for reasons of emergency) and shall also notify the immediate supervisor not later than the evening before the day in which the employee intends to return.

An employee shall be notified within thirty (30) school days of accumulated sick days. Notification may include an employee accessing their own data through the District's computerized program.

Employees hired prior to July 1, 2008, upon retirement under Massachusetts General Laws or death, shall be able to "buy back" a maximum of twenty (20) days of accrued sick leave. Employees hired on or after July 1, 2008, upon retirement under Massachusetts General Laws or death, shall be able to "buy back" 1/3 of their total accumulated sick leave, to a maximum of twenty (20) days.

Employees must give at least 60 days written notice prior to retirement to qualify for the sick leave "buy back" benefit. The superintendent may, at his/her discretion, waive this notice requirement.

### **ARTICLE 15 - PERSONAL LEAVE**

An employee must work at least twenty (20) hour per week to be eligible to receive personal leave time benefit. All eligible employees will be entitled to three (3) personal days per year. A personal day will be considered as a day off with pay by an employee, for their regular working shift within a 24 hour period. During an employee's first year of employment, 1 day of personal time will be received for every four (4) months worked.

No more than 2 personal days can be taken at a time and personal days cannot be taken in conjunction with holidays or vacations or first or last week of any school year with exceptions only at the discretion of and with prior written approval of the Superintendent. A two (2) day minimum prior notice is required to use personal time unless it is an emergency. Such leave shall not be cumulative. Personal leave days may be taken in one-half (1/2) day increments.

Should there be two (2) or more personal day requests for the same day from the same school, only the first request shall be awarded. The Superintendent will have the authority to extend the number of individuals on personal days at any building if the situation in his/her opinion warrants and the decision of the Superintendent is not subject to the grievance procedure.

### **ARTICLE 16 - JURY LEAVE**

The Employer agrees to pay regular compensation to an employee for the first three days of jury duty as required by Chapter 234A, Section 48, of the Massachusetts General Laws. Appropriate paper work verifying jury duty participation must be filed by the employee.

### **ARTICLE 17 - BEREAVEMENT LEAVE**

Employees will be granted bereavement leave in accordance with the following provisions:

1. In the event of the death of a father, mother, sister, brother, spouse, daughter, son, stepfather, stepmother, stepsister, stepbrother, stepdaughter, stepson and foster child, five (5) days beginning with the first full day of absence following the day of death.
2. In the event of the death of grandparents, grandchild, mother-in-law, father-in-law, three (3) days beginning with the first full day of absence following the day of death.
3. In the event of the death of other relatives (aunt, uncle, spouses of aunt or uncle, niece, nephew, brother-in law, sister-in-law and first cousins), one day (1) for attendance at the bereavement services/funeral.
4. All time periods shall include weekends and holidays.
5. In the event additional time is necessary, said additional time will be deducted from sick leave on approval by the Superintendent.



## **ARTICLE 18 - GROUP HEALTH AND LIFE INSURANCE/LIABILITY**

An employee must work at least twenty (20) hour per week to be eligible to receive insurance benefits. All employees will receive the same fringe benefits, including but not limited to individual or family group health insurance, group life insurance, dental insurance, accidental death, and dismemberment insurance, as provided to all employees of the Town of Leicester. An employee hired prior to June 30, 2008 will contribute twenty-five (25%) to the cost of the health insurance plan and employees hired from July 1, 2008 on, will contribute thirty (30%) to cost of the health insurance plan.

In order to shelter an employee's contribution to medical insurance or an HMO plan from income tax, the School Committee agrees, to the extent permitted by law, to implement a "premium conversion plan" (cafeteria plan) for health insurance employees.

A minimum of \$10,000.00 life insurance coverage will be available for all employees covered by this agreement.

Employees are eligible to participate in an Annuity Plan pursuant to P.L. 87-370.

## **ARTICLE 19 - UNION STEWARD**

The identification of the Union steward and other representatives will be furnished to the employer immediately after their designation and the Union will notify the employer of any changes. The Union steward shall be given reasonable time (one hour) to investigate and settle grievances filed. This process shall not interfere with the educational process nor interfere with the normal operations of the schools. Request for time shall be made with the Principal of the building.

## **ARTICLE 20 – JOB POSTING AND BIDDING**

When a position covered by this Agreement becomes vacant, such vacancy shall be posted for five (5) working days in a conspicuous place, listing the pay range, duties, and qualifications. The employer agrees to follow the terms set forth in ARTICLE VIII - SENIORITY for all transfers, shift assignments and promotions. After the fifth day of the job being posted, in the case of no internal applicants, the Employer shall then seek to fill the position from a source outside of the bargaining unit

When an employee accepts a new position by either transfer or promotion s/he will serve in the position gained by that transfer or promotion. If an employee wishes to change their mind regarding transfer or promotion, s/he will withdraw their name from consideration prior to the closing of the posting. All posted positions will be filled within ten (10) days of the closing of the posting.

## **ARTICLE 21 - CONTRACTING AND SUB-CONTRACTING**

The employer agrees not to contract out any work currently performed by unit employees prior to offering it to members of the bargaining unit. Should the employer contract out or sub-contract out any work currently performed by unit employees, no elimination of jobs, layoffs, or reduction in regularly scheduled hours will result.

No substitute or temporary positions or employees will extend beyond thirty (30) days without a joint review by the Union and the employer.

## **ARTICLE 22 - LAYOFF AND RECALL**

- a. The Superintendent may layoff an employee for lack of work or lack of funds.
- b. An employee who is to be laid off for lack of work or lack of funds shall receive a written notice of layoff not less than fifteen (15) calendar days prior to the effective date of the layoff.
- c. Employees shall be laid off in inverse order of seniority within their job titles, with the least senior employee in a job title being laid off first.
- d. An employee who is to be laid off shall have the right to bump a less senior employee in an equal or lower job classification, providing the bumping employee is determined by the Superintendent to be qualified to do the work of the bumped employee. The Superintendent's decision as to qualifications is final and shall not be subject to grievance or arbitration.
- e. An employee who has been laid off shall be entitled to recall for a period of twelve (12) months from the effective date of the layoff. Employees shall be recalled in inverse order of layoff, provided an employee is being recalled is determined by the Superintendent to be qualified to do the work of the position to which he would be recalled. The Superintendent's decision as to qualifications is final and shall not be subject to grievance or arbitration.
- f. An employee shall be notified in writing of an opportunity for recall. Such employee shall notify the Superintendent no later than ten (10) calendar days after the date of such notice if he wished to be reinstated. If he/she fails to respond within the ten (10) calendar day period, he/she shall forfeit his/her recall rights under this article. Employees may refuse to be recalled to a lesser paying position without a penalty.
- g. A recalled employee shall work 50% of the time equal to his/her layoff to regain full seniority rights.
- h. In connection with any notice to be sent pursuant to this Article, it shall be the responsibility of the employee to advise the Superintendent of the address to which all notices shall be sent and the Superintendent may rely on such information as supplied by the employees.
- I. It is the responsibility of the Superintendent to notify the Union of an impending reduction of force within fifteen (15) calendar days in order to schedule a meeting with the Union to discuss the impact of the layoff on the affected employees.

## **ARTICLE 23 – NON-DISCRIMINATION**

Section 1 — Non-Discrimination — The District will not discriminate against employees because of sex, sexual orientation as defined by law, age as defined by law, race, color, religion, handicap, national origin, or genetic information or any other legally-protected classification.

Section 2 — Equal Employment — The District is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which includes providing reasonable

accommodations. In general, it is your responsibility to notify your immediate supervisor and/or the Director of Finance and Operations of the need for an accommodation. Your supervisor or the Director of Finance and Operation may ask you for input on the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, the District may require additional information from your physician or other medical provider. Matters relating to reasonable accommodations are not subject to the Grievance Procedure.

**Section 3 — Harassment-Free Workplace** — It is the District's policy to prohibit sexual harassment and harassment based on the protected-class status (i.e., legally protected-classifications such as race, color, etc.) of any employee by another employee, official, contractor or vendor. The purpose of this policy is to ensure that no employee is subjected to harassment of any kind in the workplace. Such harassment of an employee will not be tolerated. There will be no adverse investigation of such violations. Retaliation of any kind is also prohibited.

**Section 4 — Policies** — The District issues separate Sexual Harassment and Protected-Class Harassment Policies to each new employee and to all existing employees each year. Updated policies are available on a link on the School Committee webpage.

## ARTICLE 24 – WAGES

The wage schedule appears in Appendix B of this agreement.

During the first year of employment, the bargaining unit member's salary/pay will be prorated to reflect the actual start of work date. Thereafter, all bargaining unit employees will receive the negotiated salary and step/lane increases effective July 1 of the fiscal year.

Effective **January 1, 2016** all bargaining unit employees shall be placed on the wage schedule. Prior to January 1, 2016, all bargaining unit employees shall remain on the hourly rate provided on School Committee policy GDB-A POLICY FOR WAGES, BENEFITS, AND TERMS OF EMPLOYMENT FOR NON-UNION, HOURLY EMPLOYEES.

Effective **July 1, 2016** all bargaining unit employees will receive two (2%) percent across the board increase.

Effective **July 1, 2017** all bargaining unit employees will receive a two (2%) percent across the board raise.

Lead School Secretaries - Shall be paid four (4%) percent more than the corresponding rates listed in Appendix A. The parties agree that there will be at least one person assigned as the lead secretary at every school.

Longevity - The Committee agrees to provide one hundred dollars (\$100) payable at the completion of the employee's 15th year and an additional twenty dollars (\$20) per year will be paid for each succeeding year of employment thereafter (\$16 years = 120; 17 years = \$140, etc.). Said sum shall be paid the last pay period in June.

Retirement Bonus — For employees covered by this agreement hired prior to July 1, 2000, a \$1,500 retirement bonus will be paid upon completion of twenty (20) years of service and upon notification of retirement to be received six months before the retirement date. For employees covered by this agreement

hired prior to July 1, 2000, a \$2,000 retirement bonus will be paid upon completion of twenty (25) years of service and upon notification of retirement to be received six months before the retirement date. Employees hired prior to July 1, 2000 who have worked twenty (20) years in the Leicester School System will receive a \$2,550 bonus upon retirement, if notification is received by February 1, 2016 and the retirement date is on or before June 30, 2016. All retirement bonus amounts will be prorated for those working less than 30 hours per week.

Time Increments — Employees will be paid in one-half (1/2) hour increments or in such shorter time increments if the District so determines. Employees must sign in upon each arrival to and sign out upon each departure from the building to document hours worked. For school delays or early release days called for inclement weather or other extraordinary circumstances, employees may be released from their duties without loss of pay at the discretion of their immediate supervisor.

## ARTICLE 25 – OTHER LEAVES OF ABSENCE

Section 1 — Other Leaves of Absence — Upon written request, leave of absence without pay may be granted by the employee's immediate supervisor, subject to the approval of the Superintendent of Schools. All requests for extensions or renewals of leaves other than sick leave, will be applied for in writing and, if approved, granted in writing.

Section 2 — Maternity Leave — All full-time employees are eligible for maternity leave in accordance with Section 105F of Chapter 149 of the General Laws of the commonwealth of Massachusetts. A leave request should be processed through the office of the employee's immediate supervisor and copied to the Director of Finance and Operations at least two (2) weeks prior to the anticipated date of departure along with the employee's notice of intent to return.

Section 3 — Military Leave — All employees are entitled to military leave.

A. All employees who are members of a reserve military force who are ordered to attend military training or to perform other military duties shall be granted a leave of absence for a period not to exceed seventeen (17) days in any school year.

B. The District shall pay an employee on military leave for training the difference between any pay received for such military duty and the employee's regular hours and base rate of pay for up to seventeen (17) days in any school year in accordance with Section 59 of Chapter 33 of the Massachusetts General Laws.

C. Employees called to active military service will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 4 — Family and Medical Leave Act — The District shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the District's FMLA Policy. (For more information see District FMLA Policy).

Section 5 — Small Necessities Leave Act — The District shall provide leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c.149, §52D (SN LA).

Section 6 — Responsibilities Regarding Leaves — During any approved unpaid leave, the employee is responsible for full cost of any benefits to which s/he wishes to subscribe unless otherwise required by law.

## **ARTICLE 26 – PERSONNEL FILE**

Employee Files - If material derogatory or commendatory regarding an employees' conduct and/or performance is placed in the personnel file, the employee shall be provided a copy of such material. Employees have an opportunity to provide a written response to any document placed in their personnel file by the District. Employees will receive a copy of their file if requested.

## **ARTICLE 27 - MILEAGE REIMBURSEMENT**

Mileage will be paid to employees on official business, approved in advance by your immediate supervisor, at a rate approved by the Leicester Town Select Board, plus tolls.

## **ARTICLE 28 - SCOPE OF AGREEMENT**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but other provisions or applications will continue in full force and effect.

This Agreement includes all agreements reached by the parties hereto respecting matters pertaining to the wages, hours and other conditions of employment of employees which either the Committee or the Union proposed as the subject of negotiations.

This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

This Agreement shall not be modified in whole or in part by the parties except by instrument in writing duly executed by both parties.

## **ARTICLE 29 – DURATION**

This contract shall extend from July 1, 2015 to June 30, 2018 and shall continue in force an effect thereafter while the parties are negotiating toward a new Agreement. Either party wishing to modify, amend, or terminate the contract must notify the other party in writing not more than one hundred eighty (180) days and no later than thirty (30) days prior to the expiration date as set forth above or the contract will automatically renew itself for successive terms of one (1) year. After receipt of notice by either party, a conference will be held between the Committee and the Unions Negotiation Committee for the purpose of negotiating such amendments or modifications.

This Agreement is subject to ratification by the Leicester School Committee and by International Union of Public Employees, IUPE, Local 175 and to appropriation. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Leicester School Committee and by International Union of Public Employees, IUPE, Local 175.

IN WITNESS WHEREOF, the Union and the District, by their authorized representatives, have set their hands to this Agreement on this 12th day of January, 2016.

**International Union of Public Employees, Local 175**

**Leicester School Committee**

Jenni L. Mars

Judith J. Paolucci  
Judith J. Paolucci, Superintendent

Lorraine A. Lynn

Tyler Keenan  
Tyler Keenan, School Committee Chair

Mechelle A. Cote

Jesse Hovagimian

Synthia Jordan

## APPENDIX A

### SENIORITY LIST

#### Lead Secretaries

<b>Name</b>	<b>Date of Hire</b>
Susan Soden	11/25/1985
Joanne Hovagimian	10/21/2002*
Julie Mars	8/27/2004
Neile Connery	8/13/2012

#### School Secretaries/Guidance Secretaries

<b>Name</b>	<b>Date of Hire</b>
Cynthia Jordan	9/1/1992
Lorraine Lyon	3/1/2000*
Diane Sanderson	9/27/2004
Michelle Cote	8/11/2009

\*Began working in the district as a cafeteria worker on 3/15/1998

\*Began working in the district as a part-time teacher aide 8/31/1999

**APPENDIX B**

	1/1/2016	7/1/2016	7/1/2017
PS - 1	\$ 15.26	\$ 15.57	\$ 15.88
PS - 2	\$ 15.97	\$ 16.29	\$ 16.62
PS - 3	\$ 16.69	\$ 17.02	\$ 17.36
PS- 6	\$ 17.68	\$ 18.04	\$ 18.39
PS - 10	\$ 18.14	\$ 18.50	\$ 18.87
PS - 15	\$ 18.47	\$ 18.84	\$ 19.22
PS - 20	\$ 18.80	\$ 19.18	\$ 19.56