

AGREEMENT

between

WESTFIELD SCHOOL COMMITTEE

and

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 93, LOCAL 346

JULY 1, 2007 TO JUNE 30, 2010

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ARTICLE I
RECOGNITION

SECTION 1

The School Committee recognizes AFSCME, Council 93, Local 346, AFL-CIO as the sole and exclusive bargaining agent on the question of wages, hours, and other conditions of employment for its educational secretaries and clerical employees (including those known as the 40-week group and those known as the 52-week group), as well as Data Processing Operators (pay scale of Principal Clerk/Steno) and Clerk/Typist (School Food Services) excluding all other employees of the School Committee.

SECTION 2

Except as this Agreement shall otherwise provide, all conditions of employment, applicable on the effective date of this Agreement, to employees covered by this Agreement, as established by the School Committee's rules and regulations, in force on said date, shall continue to be applicable during the term of this Agreement. Nothing in this Agreement, which changes pre-existing School Committee rules and regulations, shall operate retroactively.

SECTION 3

This contract represents the totality of agreement between the parties on wages, hours, standards of productivity and performance, and conditions of employment. Each member of the bargaining unit will receive a copy of this contract.

SECTION 4

The Secretary to the Superintendent and the Secretary to the Assistant Superintendent are not members of the Bargaining Unit according to the terms of a Memorandum entitled "Secretaries to the Superintendent and Assistant Superintendent," signed by the parties to this Agreement and hereby incorporated by reference in this Agreement. The Secretary to the Director of Human Resources and Medicaid Specialist are also excluded from the bargaining unit per agreement of the parties.

SECTION 5

Agenda items relating to personnel as included in the School Committee packet shall be sent to the President of Local 346 prior to meetings.

ARTICLE II
INSPECTION OF PERSONNEL FILES

SECTION 1

A member of the Union may, upon written request and reasonable notice, inspect the contents of her personnel file. Said member may be accompanied, during such inspection, by a representative of the Union.

ARTICLE III
SENIORITY

SECTION 1

- a. Seniority is defined as length of continuous service, within the Westfield School System, from the last date of employment for vacation and benefit purposes.
- b. Seniority, for purposes of bidding and layoff, is defined as length of continuous service, from the first date of employment after appointment, by the Westfield School Committee, from a certified eligibility list from the State Division of Personnel Administration. For those hired subsequent to June 18, 1993, seniority shall be determined by appointment by the Superintendent not School Committee.

ARTICLE IV
POSTING AND BIDDING

SECTION 1

The Superintendent or his designee shall be responsible for the filling of all temporary vacancies.

SECTION 2

- a. When an authorized job opening or a newly created authorized position occurs, the Superintendent or his designee shall post the position in each school office, not later than one (1) week after the School Committee authorizes that the position be filled, and for not less than two (2) weeks prior to the closing date for applications.
- b. Meeting - When a job opening occurs, the Superintendent or his designee shall call a meeting for the purpose of filling the position. An employee who wishes to be considered for a job opening shall apply, in writing, during the two (2) week posting period or be present at the meeting, which the Superintendent or his designee shall call, for the purpose of filling the position. The principal shall be consulted as part of the hiring process, consistent with the terms of this Agreement.
- c. Preference - A permanent employee (in the bargaining unit) has preference if he/she qualifies for the position. In the event two (2) or more qualified employees are in contention, seniority shall prevail.

- d. Resulting Vacancies: Time of filling position - Vacancies which may result from the filling of a job opening will be filled, if authorized, at the same time as the first vacancy and will not be re-posted.
- e. When an employee, through the bidding process, qualifies and successfully receives a position in a lower classification, she will receive the compensation of that position, in accordance with her years of continuous service.

SECTION 3

Requests for bids or transfers in excess of one (1) per year will be subject to the approval of the Superintendent or his designee.

SECTION 4

In the event that a position is posted and filled, the term of that job, if changed between ten (10) and twelve (12) months must be bargained about. If such change is within two (2) years of filling, the position must be reposted as a new position. In the event the position is upgraded in the two (2) year period it shall be reposted and the incumbent shall bid as if in the previous position.

ARTICLE V REDUCTION IN FORCE

SECTION 1

Within five (5) days, from the decision of the Superintendent to effect a reduction in force, the Superintendent or its designee shall provide a written notice to the employees who are to be affected by said layoff or reduction in force and copies shall be sent to the President of Local 346. Said notice shall state the reason for the reduction.

SECTION 2

In the event that it becomes necessary to reduce the number of employees in a classification, in the bargaining unit, the Superintendent will consider seniority, ability, and qualifications.

- a. When the factors that constitute ability and qualifications are relatively equal, seniority shall prevail.
- b. Qualifications - means that the employee has on file, with the office of the Superintendent, certification from the State Personnel Board, that he/she has passed the test or requirements for the job involved, or that he/she can obtain said certification by the effective date of his/her layoff.
- c. Ability - means the physical and mental capacity for the job.

SECTION 3

- a. The laid off employee or the employee whose position is eliminated shall, given the required ability and qualifications:
 1. Be transferred to an open position for which he/she is certified for in his/her work week group, (40 week group or 52 week group).
 2. Replace an employee with the lowest seniority within his/her work week group.
 3. The lowest senior employee in the work group affected then, shall, if he or she is not the lowest senior employee in the bargaining unit, replace the lowest senior employee in the bargaining unit.
- b. In a reduction-in-force situation when a ten (10) or twelve (12) month employee is removed from classification and is still employed with the School Department in another lower classification, then the following procedure will apply.
 1. Said employee will be given the option to accept or decline her former classification, should it be reinstated within one (1) year.
 2. If said secretary declines the reinstatement then the classification shall be posted in accordance with the Union Agreement.

SECTION 4

It is the intent of the parties to provide for no more than two (2) personnel moves for each individual layoff situation.

- a. One (1) move being to the lowest senior slot within the work group an employee belongs to, and
- b. A second move whereby the lowest senior employee, in the work group affected, moves to the position held by the lowest senior employee in the total bargaining unit.

SECTION 5

In all instances of bumping, an employee must have the ability and qualifications (certification) to perform the job requirements of the position involved, or bumping rights will be lost and the affected employee will be laid off.

SECTION 6

Individuals laid off will have, from the effective date of layoff, a three (3) year right of recall for any openings within this bargaining unit. Said recall not to exceed their total length of service to the district. The Superintendent will notify the laid off individuals within the recall

period, by certified mail, of any openings for which they are qualified. Former secretarial employees shall be given credit for all full time prior service with the Westfield Schools, providing they return to work within the recall period. For employees laid off in June, 1990, their recall period shall be extended to June, 1995. Recall shall be by inverse order of layoff utilizing the following tie breaks: (a) date of permanent appointment; (b) date of provisional appointment; (c) start date, then (d) Civil Service examination score.

SECTION 7

All benefits, provided in accordance with seniority, to which a bargaining unit employee was entitled at the time of layoff, shall be restored upon re-employment within the recall period as provided. Benefits earned will be on the same basis as employees of similar status.

SECTION 8

Laid off employees may continue group health and life insurance coverage during the recall period, as provided by the School Committee to members of the bargaining unit, by reimbursing the City Treasurer for full premium costs, provided it is permissible under the conditions of the carrier. Failure to forward premium payments to the City Treasurer or refusal to return to employment upon recall will terminate this option.

SECTION 9

Bargaining unit employees on layoff will be given consideration for substitute work that they are qualified for and available to perform.

SECTION 10

Recalls will be in inverse order of the layoff, provided the employee then has the qualifications (certification) and ability to perform the work available.

SECTION 11

If provisional, non-promotional civil service employees are affected by a reduction in force, the Superintendent or his designee shall consider the seniority by classification of such provisional employees. Discretion, of the School Committee or its designee, in this matter shall not be exercised in a manner which is arbitrary, capricious or discriminatory.

ARTICLE VI HOURS OF WORK

SECTION 1

The normal work week shall consist of five (5) consecutive days in a week of seven (7) days; and the normal work day shall consist of seven (7) consecutive hours in a twenty-four (24)

hour period, excluding a minimum of one half (1/2) hour for meal period, which shall not be paid for. This provision shall not be construed as guaranteeing any number of hours or days of work.

SECTION 2

It is also further understood that thirty-five (35) hours a week is not the minimum or maximum hours or work required for bargaining unit employees. Work schedules will not be increased or decreased by the Employer in an arbitrary, capricious or discriminatory manner. Increases or decreases in hours per day would be prorated in relation to the salary schedule.

SECTION 3

- a. When schools are closed for an emergency or snow day, each principal or supervisor shall provide for notification to his employees, if the employees are not required to report for work.
- b. When schools are closed for an emergency or a snow day and members are required to report for work, the School Committee shall keep the temperature in the secretaries work area at no less than the federally established guidelines.
- c. When school is closed for a snow day and members are required to report for work, the School Committee shall make all reasonable efforts to plow and sand the driveways and parking areas, to ensure safe arrival and departure of members of the Union. It is expected that the employees report to their respective assignment one(1) later than their normal start time.

SECTION 4

Bargaining unit employees shall be paid overtime at the rate of one and one-half (1 1/2) times his/her regular rate of pay for hours in excess of seven (7) hours in one day or thirty-five (35) hours in one week, whichever is sooner. In the event an employee is required to work Sunday and in the further event that said employee has already worked thirty-five (35) or more hours during the customary seven (7) day pay period of which that Sunday is a part, employee shall be paid two (2) times his/her regular rate of pay for all Sunday hours worked (or those Sunday hours worked which cause employee to work in excess of thirty-five [35] hours in the pay period). An employee who chooses to perform overtime work on a Sunday when other wise allowed to do it at some other time shall be paid time and one-half (1 ½), not double time, for overtime hours worked on Sunday. Time not actually worked but which is credited to a payroll status (e.g., an employee's authorized vacation leave, sick leave, etc.) during the seven (7) day period in question shall count as time worked for purposes of calculating the said thirty-five (35) hours above which the overtime premium must be paid.

An employee may receive compensatory time in lieu of payment of overtime pay on a voluntary basis agreeable to both the employee and the employee's department head. Compensatory time shall be earned at one and one-half (1 ½) hours of compensatory time

for each hour worked in an overtime capacity. No employee shall be granted compensatory time causes the employee to have a compensatory time balance of more than twenty-eight (28) hours unless exceeding twenty-eight (28) hours is approved by the Director of Human Resources. No more than three (3) days may be used consecutively. In no event shall any employee have a compensatory balance which exceeds tow hundred and ten (210) hours and employee must be paid overtime pay for all hours in excess of two hundred and ten (210) hours. An employee may take compensatory time off upon reasonable advance notice and approval by the immediate supervisor.

ARTICLE VII
CALL IN PAY

SECTION 1

Employees who are called upon to perform work or render services outside of their regular working hours, shall, for each such occurrence, be paid a minimum sum equal to one and one-half (1-1/2) times their regular rate of compensation for the hours worked outside of their regular schedule or at the option of the employee, shall be given time off equal to the unscheduled hours at a mutually satisfactory time.

ARTICLE VIII
PAID HOLIDAYS

All employees in the fifty-two (52) week group shall receive their regular compensation for each of the following days off:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

If a holiday falls on Saturday or Sunday, the employees shall be compensated with a day off during the work week, providing, however, that the school is not in session. Employees in the forty (40) week group shall receive their regular compensation for any holidays that fall within the work week. If neither Christmas Day nor the consecutive New Years Day fall within a work week, the forty (40) week employees shall receive compensation for one (1) of those holidays as designated by the School Department.

If a holiday falls on Saturday and school is closed on Friday because of the holiday, and if such holiday falls within a work week, the employees in the forty (40) week group shall be compensated for this holiday.

If a holiday falls on Sunday and school is closed on Monday because of the holiday, and if such holiday falls within a work week, the employees in the forty (40) week group shall be compensated for this holiday.

In order to be eligible for holiday pay, an employee shall work her scheduled day before and her scheduled day after the holiday, unless excused for a bona fide, legitimate reason by the Employer.

ARTICLE IX VACATIONS

SECTION 1

On July 1, all fifty-two (52) week group employees will be entitled to two (2) weeks vacation, provided, however, that an employee shall be deemed eligible for vacation within the meaning of this Article only if the employee has been continually employed with the Westfield Public Schools for thirty (30) weeks. For purposes of determining the amount of vacation time new employees shall be eligible to receive for the period prior to July 1, employees with more than thirty (30) weeks of full-time, permanent employment shall receive one (1) week vacation and shall accumulate an additional one-half (1/2) day of vacation credit for each additional full calendar month of service. Persons having completed five (5) years of employment will be entitled to three (3) weeks vacation, persons having completed ten (10) years of employment will be entitled to four (4) weeks vacation, and persons having completed twenty (20) years of employment will be entitled to five (5) weeks vacation.

SECTION 2

The forty (40) week group employees will be entitled to a one (1) week vacation, with pay, after they have completed one (1) full year of employment, two (2) weeks vacation, with pay, after they have completed five (5) years of employment. After completion of 15 years employment, forty (40) week employees will be entitled to three (3) weeks' vacation, with pay.

SECTION 3

The parties agree to submit the issue of vacation accrual during the first year of employment to a joint employee/management committee for a recommendation back to the parties.

ARTICLE X LEAVES OF ABSENCE

SECTION 1 - Sick Leave

- a. Sick leave days are essentially a form of insurance protection for the employees and are an inchoate right to compensation that does not vest in an employee until he or she has a bona fide sickness, preventing him or her from reporting for or performing his or her duties. Abuse of the provisions of this Article will subject an employee to disciplinary action.
- b. All employees shall continue to receive their regular compensation for absences from duty, arising out of disability, due to illness or personal injuries not covered by Workers' Compensation.
- c. Employees in the fifty-two (52) week group shall be entitled to eighteen (18) days sick leave per year, from July 1 to June 30, accumulated year to year, unlimited.
- d. Employees in the forty (40) week group shall be entitled to fifteen (15) days sick leave per year, from the first official work day of the school year, normally September 1, accumulated year to year, unlimited.
- e. Employees who work less than their full work year are entitled to sick leave days on a pro-rata basis.
- f. New employees and employees who, on the first day of the fiscal year, have used up their sick leave from the prior year, will be entitled to one and one-half (1-1/2) days for each month worked in the new work year, to a maximum of eighteen (18) days for the fifty-two (52) week group and fifteen (15) days for the forty (40) week group.
- g. An employee, upon return from a leave of absence, will retain the accumulated and unused sick leave days, obtained prior to the leave of absence.
- h. All employees will be required to complete in detail an employee absence reporting form for each absence due to illness.

SECTION 2 - Severance Pay

- a. An employee, upon retirement, or his/her estate upon his/her death, is to receive the accumulated unused sick leave up to a maximum of sixty-five (65) days. This maximum will be one hundred (100) days provided the employee has accumulated one hundred eighty (180) days of sick leave on the effective date of retirement or death.
- b. Employees intending to retire and receive the benefits of this section must notify the Superintendent of Schools in writing prior to February 1st of the year preceding the financial budget being prepared so that the severance amount may be included in the budget as voted. Should an employee fail to do so, she will receive the severance payment in the subsequent fiscal year.
- c. An employee, who has notified the Employer one (1) year prior to retirement, shall have the option of having the money due or receive a salary adjustment for the duration of her

final working year. The pay will be determined by her annual salary in the final year of service. Payments made under this section will not be considered regular compensation under M.G.L. c.32 for the purposes of computing retirement pay.

SECTION 3 - Injury Occurring in the Course of Employment

1. Whenever a member is absent from school, as a result of personal injury occurring in the course of her employment, she shall, for a period not to exceed one (1) year, receive the following:
 - a. her regular salary, less the amount she receives under Workers' Compensation Insurance;
 - b. reimbursement for essential wearing apparel, damaged or destroyed in connection with the personal injury, less the amount of any insurance reimbursement therefor;
 - c. reimbursement for the cost of medical, surgical, and hospital services incurred as a result of the personal injury, less the amount of any insurance reimbursement therefor.
2. If regular salary payments are made as specified in 1(a) above, then the value of the make-up amount from Workers' Compensation payments to full salary shall be charged against accumulated sick leave or vacation time that may be available. If an employee does not want to have the difference between Workers' Compensation payments and full salary made up, then he must so notify the Payroll Department in writing.
3. If criminal or civil proceedings are brought against an employee, alleging that he committed a wrong while acting within the scope of his official duties or employment, the Committee will furnish and select legal counsel to defend him in such proceedings, if he so requests such assistance. If an employee desires to bring criminal or civil proceedings in connection with an alleged assault suffered by him while acting within the scope of his official duties or employment, such employee may request the Committee to furnish and select legal counsel to represent him in such proceedings. If the Committee does not provide such counsel and the employee, after having so requested in writing, prevails in the proceedings, then the Committee will reimburse the employee for reasonable counsel fees incurred by him.
4. The School Committee reserves the right to require that a member be examined by a physician of the School Committee's choosing and at the expense of the School Committee.

SECTION 4 - Bereavement and Illness

An employee shall be allowed up to five (5) days, at one time in event of death or serious illness requiring bedside or household attention by the employee of an employee's parent, spouse

or dependent child. Employees shall be granted up to three (3) days, at the discretion of the Superintendent, in the event of death or serious illness requiring bedside or household attention of other members of the employee's family or persons who are as close as family. The total number of days for serious illness available in any one (1) year will be no more than the number of full-time secretaries times one (1). This does not preclude the Superintendent of Schools from granting additional days should circumstances warrant. The parties agree to reopen the contract to discuss family illness only during the life of this Agreement.

SECTION 5 - Administrative Leave

The Superintendent may grant an employee two (2) days administrative leave, per fiscal year, for necessary personal business. This is not looked upon as an earned vacation day. It is strictly for personal business that, unavoidably, must be accomplished during a regular school day. This should be requested, in writing, along with reason. Any personal days not used during each year will be transferred to the individual's sick leave accruals.

SECTION 6 - Union Business

The Union officers or designated employees shall be granted reasonable and necessary time, during working hours, to conduct Union business directly related to contract negotiations and preparation for same. The School Committee shall not subtract said time from sick leave or vacation time. Each Union officer or designated member shall notify her immediate supervisor in advance of such absence.

Employees may be granted a leave of absence with pay to attend a convention of the Union as an officer, delegate or alternative delegate of the Local Union. Such requests shall not exceed two (2) individuals or a total of six (6) days per year. All requests must be submitted two (2) weeks in advance of the requested leave period.

SECTION 7 - Maternity Leave and Extended Leave of Absence

- a. A maternity leave, without pay, of up to one (1) year will be granted. An employee who becomes pregnant shall notify her supervisor, as soon as the pregnancy has become definitely established. Continued employment will normally be possible, but will depend on the physical condition of the employee in question.
- b. An employee may be granted a leave of absence, without pay, for up to one (1) year for health reasons, or other good cause at the discretion of the School Committee provided she has been employed for a period of two (2) years.
- c. Except as otherwise provided, all benefits to which an employee was entitled to at the time such leave commenced, including, but not limited to, unused sick leave, will be restored upon return, and said employee shall be returned to the same or a comparable position. This absence shall not be computed as time of service for seniority purposes.

ARTICLE XI

JURY DUTY

SECTION 1

Absence for jury duty shall not count in calculating absence limitations under other sections. The salary paid by the Employer during such absence shall be at the regular rate, less the fee paid by the courts for such jury duty.

ARTICLE XII IN-SERVICE TRAINING

SECTION 1

In-service training meetings, classes and workshops may be held from time to time. Participation in the in-service training activities is on a mandatory basis during the regular working hours, without loss of compensation. Time spent outside of regular working hours will be compensated with equivalent time off. A representative of administration will meet with representatives of the Union to schedule in-service training for interested members of the Union.

ARTICLE XIII GROUP INSURANCE

SECTION 1

All employees covered by this Agreement shall be eligible to participate in the group insurance plan of the City of Westfield, in accordance with the provisions of said plan in force and effect, for other employees of the City of Westfield. The parties agree to continue discussions on eligibility of married couples for an offset in benefits upon receipt of an opinion requested by the City of Westfield from the Department of Revenue on this issue.

Effective July 1, 2007 the parties agree that employees should contribute thirty percent (30%) of the HMO-Network Blue plan (individual or family), twenty percent (20%) for HMO Value Plus plan (individual or family), thirty-five percent (35%) for the HNE PPO plan (individual or family). Eligible employees who begin work on or after July 1, 2007 shall be offered two (2) options for health insurance: HNE PPO at the 65/35 percent split and HMO Value Plus at 80/20 percent split. The parties further agree that the percentage contribution will not be subject to further negotiations during the life of the agreement. A Trust account will be established for employees on HMO Value Plus for reimbursement for hospitalization (up to five hundred dollars [\$500] for individual and one thousand dollars [\$1,000] for family), the amount to be established each fiscal year upon recommendation by the City's insurance consultant sufficient to meet this obligation.

ARTICLE XIV GRIEVANCE PROCEDURE

SECTION 1

The purpose of this article is to provide an orderly method for the settlement of a dispute between the parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Agreement and must be presented promptly and be processed in accordance with the following steps, time limits, and conditions herein set forth.

Step I

An employee and/or the Union submits a grievance, in writing to the employee's Supervisor, not later than thirty (30) calendar days after the date on which the act or occurrence giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. The Supervisor shall reply, in writing, by the end of seven (7) calendar days, following the date of submission of the grievance.

Exception: If the employee's grievance is against the Supervisor, the Employee may proceed directly to Step II.

Step II

If the grievance is not settled to the satisfaction of the employee and/or the Union in Step I, the Union and/or the employee may appeal it by giving a written notice of such appeal, within five (5) working days after receipt of the immediate Supervisor's written answer, to the Superintendent of Schools, who shall meet for review of the grievance with the employee and the Union Representative, at a mutually agreeable time, within five (5) working days after receipt of the notice of appeal.

The Superintendent of Schools, or his designated representative, shall give his written answer to the grievance, within five (5) working days after the close of the meeting for review.

Step III

If the grievance is not settled to the satisfaction of the employee and/or the Union in Step II, the employee and/or the Union may appeal it by giving a written notice of such appeal within seven (7) working days after receipt of the answer of the Superintendent of Schools or his designated representative, to the School Committee, who shall discuss it with the Union Representative at the next regularly scheduled School Committee meeting where practicable, but in any case, no later than six (6) weeks after receipt of the notice of appeal.

The School Committee shall give their written answer to the grievance within ten (10) working days after the close of the discussion.

SECTION 2 - Waiver of Grievance

If no grievance is filed within thirty (30) days, after the member or the Union knew or should have known of the act or condition which gave rise to the grievance, then the grievance is presumed waived.

SECTION 3

In the event that representatives of the School Committee do not answer within the time limits provided in the grievance steps, the grievance may be taken directly to the next step in the procedure.

SECTION 4

- a. Time limits, specified in the grievance steps, may be extended by agreement of both parties.
- b. Grievance Meeting. A member attending any mutually agreed upon meeting, held during working hours, to review a grievance, shall suffer no loss of pay for attendance at said meeting.
- c. The Union and Committee shall have the right to use in its presentation, at any level of this grievance procedure, any representative of its choosing.
- d. Provided the parties agree, Step I and/or Step II of the grievance procedure may be bypassed and the grievance brought directly to Step III
- e. No reprisals of any kind will be taken by the School Committee against a member because of his or her participation in the grievance procedure.
- f. The School Committee will cooperate with the Union in its investigation of any grievance and will furnish the Union with such information as is necessary for the processing of a grievance.
- g. All documents, communications and records dealing with the processing of a grievance, will be filed separately from the personnel files of the members.
- h. If, in the judgment of the Union, a grievance affects an office or group of secretaries, the Union may submit such a grievance, in writing, to the Superintendent directly and the processing of such a grievance will commence at Step II. The Union may process such a grievance through all the steps of the grievance procedure even though the aggrieved group or individual member does not wish to do so.
- i. All decisions rendered at Step I, Step II and Step III of the grievance procedure shall be in writing, setting forth the decision and the reasons therefor and will be transmitted, promptly, to the grievant and/or the Union.

ARTICLE XV

BINDING ARBITRATION CLAUSE

SECTION 1

If the dispute or grievance is not settled in the foregoing steps and it involves the interpretation, application or claimed violation of any provision of this Agreement, then either Party may, upon written demand given to the other Party within ten (10) working days after the Employer's answer in the last step or the Union's answer to the Employer's claim of violation, submit said dispute or grievance to arbitration, as follows:

SECTION 2

Within five (5) working days after receipt of said written demand, the parties shall select a mutually acceptable, impartial arbitrator. If, within the said five (5) days, the parties fail or refuse to make the selection, then either Party may, upon written notice to the other, request the American Arbitration Association to make said appointment or selection, according to its rules. The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.

SECTION 3

The Arbitrator shall not have authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement. The Arbitrator's decision regarding the dispute or grievance shall be final and binding on the parties. The fees and expenses of the Arbitrator shall be borne equally by the parties.

SECTION 4

An employee having a grievance under this Agreement who has another administrative appeal process available under Massachusetts law or other competent jurisdiction, must elect in writing one (1) process or procedure by which she wishes to pursue the grievance, in accordance with this Article or by whatever other process is available to her. If the employee's election of process is dismissed on procedural grounds and the merits of the grievance are not reached, an employee may then seek alternative means of resolution of the grievance; however, time limits shall not be tolled pending outcome of the first process.

ARTICLE XVI CIVIL SERVICE

SECTION 1 - Conflicts with Civil Service Rules and Regulations

If any term of this Agreement conflicts with the provisions of the General Laws of the Commonwealth of Massachusetts and regulations promulgated pursuant to those laws, including without limitation, the Civil Service laws, rules, and regulations, said laws and regulations shall apply.

SECTION 2

The Superintendent or his designee shall forward to the Union a copy of his Annual Civil Service Employee listing, as required by M.G.L. Chapter 31, Section 15C.

SECTION 3 - Notification of Intent to Alter Position

When the School Committee considers a change of classification, work schedule or normally assigned duties of a Civil Service position, the Superintendent or his designee shall:

- a. Notify the President of the Union, in writing, of the change being considered.
- b. Meet with the executive board of the Union to discuss the proposed change.

ARTICLE XVII MANAGEMENT'S RIGHTS

SECTION 1

The parties agree that the operation of the School Department of Westfield, the supervision of the employees and of their work, are the rights of the Committee alone. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to ensure orderly and effective work; to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed; and of employee competency; the hiring, transfer, promotion, demotion, layoff, recall, discipline or discharge of employees for just cause without discrimination; and the right to discuss terms and conditions of employment with the employees and to inform them concerning employment matters; are exclusive rights of the Committee.

SECTION 2

The foregoing enumeration of the Committee's rights shall not be deemed to exclude other rights not specifically set forth, the Committee, therefore, retaining all rights not otherwise specifically restricted by this Agreement.

SECTION 3

The exercise by the Committee of any of the foregoing rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the bargaining unit.

SECTION 4

The parties agree that the right, as the sole and exclusive bargaining agent for the purposes of collective bargaining, in respect of wages, hours, and conditions or employment, are the rights of the Union alone. No agreement, understanding, interpretation, alteration, variation,

modification, or waiver of any of the terms or conditions, herein, shall be made between the School Committee or its designees and any employee.

SECTION 5

Any reference to Committee shall mean the Committee or its agents.

ARTICLE XVIII
NO-STRIKE/NO-LOCKOUT

SECTION 1

During the term of this Agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, withholding of services, slowdowns, or interference or interruption of the operation of the School Department by any employees or the Union.

SECTION 2

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employers or associations) who are not Signatory parties to this Agreement.

SECTION 3

Employees who violate this provision shall be subject to disciplinary action, including discharge, and any claim by either Party against the other of a violation of this Article shall be subject to arbitration, as provided for on Page 13 of this Agreement.

SECTION 4

The employer shall not lockout employees during the term of this agreement.

ARTICLE XIX
PAY SCHEDULE

SECTION 1

Annual base salaries of fifty-two (52) week employees is hereby attached and marked Appendix A.

SECTION 2

Weekly salaries of forty (40) week employees is hereby attached and marked Appendix A.

ARTICLE XX
UNION DUES AND AGENCY FEE

SECTION 1 - Certification of Amount of Dues

The Union shall certify to the School Committee, in writing, the current amount of membership dues. Said notification shall be sent no later than thirty (30) days prior to the effective date of the change in amount of membership dues.

SECTION 2

The Union shall submit, to the Superintendent or his designee, a list of the members of the bargaining unit and the amount of dues to be deducted from each member. The Union shall submit, to the Superintendent or his designee, any changes in said list, as they occur.

SECTION 3 - Deduction of Dues and Agency Fee

- a. The School Committee shall deduct from the salary of each member of the Union who authorizes such deduction, the amount of the Union dues.
- b. The School Committee shall deduct the Union dues in equal installments during the school year.
- c. The School Committee shall transmit to the Union the amount of dues so deducted.
- d. Any member of the Union who wishes to withdraw authorization of the School Committee to deduct dues shall give the Union sixty (60) days notice, in writing, of said withdrawal of authorization.
- e. In accordance with Chapter 1078 of the Acts of 1973 (M.G.L.A. ch. 150E, s. 12), effective thirty (30) days after the signing date of this Agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more, shall pay to the Union an Agency Service Fee.

Such fee shall be paid weekly commensurate with the periodic dues charged by Local 1596 to its members.

The Union will indemnify, defend and hold the City harmless against any and all claims made, and against any suit instituted against the City on account of any check-off of Union dues or agency fee provision.

The Union certifies that this Collective Bargaining Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

SECTION 4

It is specifically understood and agreed that the City of Westfield, the Westfield School Committee, its Officers and Agents, shall be saved harmless for such deductions under Section 3(A) above. For the purpose of this Article, the term "harmless" is defined as: "any monies, once transmitted by the City of Westfield, the Westfield School Committee and its officers and Agents to AFSCME, Council 93, Local 346; the City of Westfield, the Westfield School Committee and its Officers and Agents, are no longer responsible for same." The Union agrees to refund the City any amount paid to it in error on account of the dues deduction and agency fee provision upon presentation of proper evidence thereof.

ARTICLE XXI
EVALUATION PROCEDURE

Each employee will be evaluated at least once annually by his/her immediate Supervisor (building principal, program director) prior to March 31st. In addition, each employee shall receive at least one (1) evaluation during their probationary period. Each evaluation will include a follow-up conference between the employee and the supervisor. After conference, the employee shall sign the report within five (5) working days, at which time the evaluation will be placed in the employee's personnel file, and a copy provided to the employee.

ARTICLE XXII
LONGEVITY PAY

Secretaries who on July 1 of each year have completed the following number of complete years of service in the Westfield Schools will receive the following compensation:

15-19 years	\$ 900
20-24 years	1,250
25-29 years	2,000
30 or more years	2,700

This longevity compensation will be added to the base salary referenced in Appendix A to determine the secretary's annual compensation.

ARTICLE XXIII
VOIDABLE WAIVER

The waiver by either Party of provisions or requirements of this Agreement shall not be deemed a waiver of such provisions or requirements for the future and shall not constitute a modification of this Agreement.

ARTICLE XXIV
ZIPPER CLAUSE

SECTION 1

The parties acknowledge that during the negotiations that resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of the right and opportunity, are set forth in this Agreement. Therefore, the Committee and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to re-open negotiations on any subject or matter covered by this Agreement, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter not specifically referred to or covered by this Agreement, even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. However, this will not preclude the parties from mutually agreeing to amend this Agreement at any time.

ARTICLE XXV
TERMINATION CLAUSE

SECTION 1

This Agreement shall continue in full force and effect from July 1, 2007 - June 30, 2010. The parties agree that not later than March 1, 2010, notice of intent to terminate the present Agreement will be presented. Thereafter, the parties shall enter into negotiations for a Successor Agreement. If said negotiations are not resolved by the contract termination date, the provisions of this Agreement will remain in full force and effect until said Successor Agreement is executed.

SECTION 2

The School Committee shall pay to employees who, at the time of the execution of a Successor Agreement, are on the payroll in active or inactive status, salary increases and other benefits which, under the Successor Agreement, are conferred retroactively upon employees.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto, this 6th day of July, 2007.

FOR THE WESTFIELD SCHOOL COMMITTEE FOR AFSCME, COUNCIL 93, LOCAL 346

BY _____
Chairperson

BY _____
PRESIDENT, LOCAL 346

BY _____
AFSCME, COUNCIL 93

APPENDIX A

SALARY SCHEDULE 7/1/07 – 6/30/10

Position	Clerk Typist (CT)	Clerk/Steno (C/S)	Senior Clerk/Typist (SC/T)	Senior Clerk/Steno (SC/S)	Principal(PC/A/C) Clerk&A/C Clerk Data Processing	Head Clerk (HC)	Admin Clerk (Admin)
Effective 7/1/07							
Step	CT	C/S	SC/T	SC/S	PC/A/C	HC	Admin
1	13.58	13.85	14.57	15.58	16.00	16.42	17.32
2	14.15	14.44	15.14	16.15	16.57	17.00	17.90
3	14.72	15.01	15.72	16.73	17.14	17.58	18.48
4	15.30	15.58	16.30	17.30	17.72	18.15	19.06
5	15.87	16.17	16.88	17.88	18.29	18.73	19.63
6	16.46	16.75	17.45	18.46	18.87	19.30	20.20
7	17.03	17.31	18.01	19.02	19.44	19.87	20.76
8	17.59	17.89	18.60	19.60	20.03	20.46	21.35
9	18.53	18.83	19.55	20.58	21.00	21.44	22.36

**Effective
1/21/08**

Step	CT	C/S	SC/T	SC/S	PC/A/C	HC	Admin
1	13.58	13.85	14.57	15.58	16.00	16.42	17.32
2	14.15	14.44	15.14	16.15	16.57	17.00	17.90
3	14.72	15.01	15.72	16.73	17.14	17.58	18.48
4	15.30	15.58	16.30	17.30	17.72	18.15	19.06
5	15.87	16.17	16.88	17.88	18.29	18.73	19.63
6	16.46	16.75	17.45	18.46	18.87	19.30	20.20
7	17.03	17.31	18.01	19.02	19.44	19.87	20.76
8	17.59	17.89	18.60	19.60	20.03	20.46	21.35
9	18.72	19.02	19.75	20.79	21.21	21.65	22.58

Effective 7/1/08

Step	CT	C/S	SC/T	SC/S	PC/A/C	HC	Admin
1	13.85	14.13	14.86	15.89	16.32	16.75	17.67
2	14.43	14.73	15.44	16.47	16.90	17.34	18.26
3	15.01	15.31	16.03	17.06	17.48	17.93	18.85
4	15.61	15.89	16.63	17.65	18.07	18.51	19.44
5	16.19	16.49	17.22	18.24	18.66	19.10	20.02
6	16.79	17.09	17.80	18.83	19.25	19.69	20.60
7	17.37	17.66	18.37	19.40	19.83	20.27	21.18
8	17.94	18.25	18.97	19.99	20.43	20.87	21.78
9	19.09	19.40	20.15	21.21	21.63	22.08	23.03

**Effective
12/29/08**

Step	CT	C/S	SC/T	SC/S	PC/A/C	HC	Admin
1	13.99	14.27	15.01	16.05	16.48	16.92	17.85
2	14.57	14.88	15.59	16.63	17.07	17.51	18.44
3	15.16	15.46	16.19	17.23	17.65	18.11	19.04
4	15.77	16.05	16.80	17.83	18.25	18.70	19.63
5	16.35	16.65	17.39	18.42	18.85	19.29	20.22
6	16.96	17.26	17.98	19.02	19.44	19.89	20.81
7	17.54	17.84	18.55	19.59	20.03	20.47	21.39
8	18.12	18.43	19.16	20.19	20.63	21.08	22.00
9	19.28	19.59	20.35	21.42	21.85	22.30	23.26

Effective 7/1/09

Step	CT	C/S	SC/T	SC/S	PC/A/C	HC	Admin
1	14.41	14.70	15.46	16.53	16.97	17.43	18.39
2	15.01	15.33	16.06	17.13	17.58	18.04	18.99
3	15.61	15.92	16.68	17.75	18.18	18.65	19.61
4	16.24	16.53	17.30	18.36	18.80	19.26	20.22
5	16.84	17.15	17.91	18.97	19.42	19.87	20.83
6	17.47	17.78	18.52	19.59	20.02	20.49	21.43
7	18.07	18.38	19.11	20.18	20.63	21.08	22.03
8	18.66	18.98	19.73	20.80	21.25	21.71	22.66
9	19.86	20.18	20.96	22.06	22.51	22.97	23.96

NOTE: Step movement on scale can only occur once a year at maximum.

** Based upon a 260 day work year. Additional days will be compensated at 1/260 daily rate.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Westfield School Committee and the American Federation of State, County, and Municipal Employees, Council 93, Local 346 for the purpose of setting forth the terms of a successor collective bargaining agreement following bargaining between the parties.

The parties herein mutually agree that the terms of the July 1, 2007 through June 30, 2010 collective bargaining agreement between them shall be modified in a successor agreement as follows:

1. Wages: Article XX, Exhibits A, B, C, & D

2007-2008 - (2%) increase effective July 1, 2007 for all employees on Step 9 and an additional 1% at the mid point of the year-all other employees receive step increases per the contract.

2008-2009 – 2% effective July 1, 2008 with 1% increase at mid-point of year.

2009-2010 - (3%) increase effective July 1, 2009.

Only employees who are in the active employ of the School Department at the time the wage increases are implemented shall be entitled to the increase.

2. Change dates as appropriate to reflect new contract period: July 1, 2007 - June 30, 2010.
3. All other proposals made during negotiations are hereby withdrawn.
4. All other provisions of the collective bargaining agreement shall be incorporated into the successor agreement.

FOR THE WESTFIELD SCHOOL COMMITTEE

Chairperson

Date: _____

FOR AFSCME, COUNCIL 93, LOCAL 346

President

Date: _____

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