

COLLECTIVE BARGAINING AGREEMENT

*By and Between
the*



Hadley School Committee

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
Local 424 – MA DIV 113**

Dates of CBA: July 1, 2022 - June 30, 2025

This Agreement is made and entered into on July 1, 2022, by and between the Hadley School Committee (hereinafter referred to as the "COMMITTEE") and the Hadley Bus Drivers Union (hereinafter referred to as the "Union"). U.P.S.E.U., Local 424, Unit MADIV-113.

Article 2 Recognition

For the purposes of Collective Bargaining with respect to wages, hours, standards of productivity, and other conditions of employment, the negotiation of a Contract and any questions arising there from, the COMMITTEE recognizes the UNION as the exclusive bargaining agent and representative of all full time and regular part time bus drivers and the District Transportation Coordinator (hereinafter referred to as employees), and excluding all confidential, managerial, casual, temporary, and other employees.

Article 3 Discussions

Nothing herein contained shall be construed as barring individual discussion between any member or employee of the COMMITTEE and any employee covered by this Agreement of any matter of particular concern to either; but no such discussion shall diminish or qualify in any way the rights and duties of the UNION and the COMMITTEE.

Article 4 Definition of Employee Status

Employees, who work 20 or more hours per week, regardless of assigned position, shall receive a proportion of the benefits they would be entitled to if they fulfilled a full-time position in their assigned employment category. Group health insurance is available for employees who regularly work 20 or more hours per week. This is not a pro-rated benefit. In contrast, employees who work less than 20 hours per week are not entitled to benefits (personal days, sick days, or District recognized holidays).

Article 5 Pro-Rating Benefits

Employees hired after July 1, who are entitled to benefits, shall have their benefits (sick leave, personal days) pro-rated for the remainder of that fiscal year. The final decision on how to pro-rate benefits will be left to the discretion of the Superintendent.

Article 6 Confidential Information

The School Department often learns of personal information about residents of the Town and other confidential information. Confidential information of any sort is not to be discussed with anyone, including co-workers unless necessary in the line of duty. In addition, this type of conversation is not to be discussed in corridors, eating areas or any place other than the work site.

Article 7 Professional Atmosphere

The School Department's reputation rests upon the attitude of its employees. We earnestly want our schools to be friendly, courteous, and expect that employees will maintain a helpful, pleasant manner with other employees and the public at all times.

While personal calls are sometimes necessary, employees are asked to limit these to essential situations. Employees are not to make personal long distance calls without the permission of the school administration. This keeps the School Department's cost down and leaves telephones free for necessary school business and allows you to make the best use of your working time.

The School Department reserves the right to check packages carried by employees if deemed necessary. Lockers, desks, cabinets, and drawers are subject to check by the administration at any time, and without prior notice.

If an employee observes someone who may not have authorization to be on the premises or who is engaged in an illegal activity, the employee should immediately contact his/her supervisor, the administration or the police.

Article 8 Salaries - Payroll

All employees will be paid in bi-weekly installments consistent with pay schedules developed each year. Employees shall be provided an accrued benefit statement on an annual basis. The salary schedule is attached to this Agreement.

Article 9 Salaries - Payroll Deductions

- (1) State and Federal Taxes and Retirement Deductions will be made as required by law.
- (2) Group Life Insurance. The Town Plans are available on an elective basis for all school employees. Deductions are made each pay period.
- (3) Dues for the Union when authorized individually and voluntarily by an employee, will be deducted each pay period in such equal amounts as to complete the authorized deduction by the end of June. Money deducted as dues will be paid to the National Union.



UNITED PUBLIC SERVICE EMPLOYEES UNION

HEADQUARTERS
3555 Veterans Memorial Hwy. Suite H, Ronkonkoma, NY 11779
631-738-8773

APPLICATION FOR MEMBERSHIP

I, the undersigned, hereby apply for admission to membership in the above Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation. If admitted to membership, I agree to abide by the laws of the local Constitution and By-Laws. And, I hereby authorize any employer by whom I am employed, to deduct my monthly union dues from my wages and pay the monies deducted to UPSEU. This authorization shall continue from the date of signing until revoked by registered letter to the Union Secretary and employer.

Name _____ Classification _____
(Print Full Name)

Address _____ Town _____ State _____ Zip _____

Employer _____ Present wkly salary or hrly wage _____

Date of Hire _____ E-mail Address _____

Date of Birth _____ Social Security No. _____

- (4) Premiums for approved Health Insurance, when authorized individually and voluntarily by an employee, will be deducted each pay period.
- (5) The employee's share for Health Insurance will be paid on a before-tax basis. Participation in the program is optional. An employee wishing not to participate must file a waiver form with the Town Treasurer's Office.

Article 10 Town Benefits

Employees will be notified annually of the various Town offered benefits that are available to School System employees. The School System agrees to deduct employee contributions to such Town offered benefits through payroll deductions from those employees so enrolled.

Article 11 Conditions of Employment, Initial Salary Placement

The salary schedule placement of bus drivers employed for the first time in Hadley shall be determined by the Superintendent based on an evaluation of the individual's training and experience. Once placed on the schedule, the conditions of the Contract shall apply equally to all employees. The Superintendent may use his/her discretion to hire at the second step for any reason.

Article 12 Conditions of Employment, Work Schedule

The Employer shall schedule the workday of each employee. Employees are not entitled to additional pay if their schedule is adjusted, but the employee does not work any additional time.

Article 13 Break/Lunch Period

Employees are entitled to a 15 minute paid break period for each consecutive four (4) hours of scheduled work time. All employees who work at least six (6) hours will be provided with a half hour of unpaid lunch.

If an employee is assigned to an athletic event or an event lasting six hours or more, that employee's half hour of lunch shall be paid.

Article 14 Time And A-Half Clause

Employees receive time and one-half for all hours worked over forty (40) per week and for hours worked on district recognized holidays. Employees must seek prior approval for overtime work from the Superintendent or his/her designee. Overtime work and field trip assignments shall be offered by seniority and otherwise equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek. There is no pyramiding of overtime pay. As an example, this means if you worked over forty (40) hours and your overtime worked was on a holiday you would be paid regular rate for the holiday, and time and one half for any hours worked on the holiday. Vacation, holiday, a personal day or days, and paid sick time taken during the week is included in the computation of overtime.

Compensatory time may be earned upon the mutual agreement of the employee and his/her supervisor as a substitute for overtime pay. Compensatory time is earned at the same rate that the original time would have been earned.

Compensatory time may be earned up to a maximum of 24 hours. This time must be used by the end of the fiscal year in which it is earned with the prior approval of your immediate supervisor. If an employee requests to use compensatory time within the fiscal year in which it is earned and is denied the use of compensatory time within the fiscal year in which it is earned, then the School Department shall pay the Employee for the accrued and unused compensatory time.

You will be assigned a regular hour to report to work. This time may be changed during the course of your employment based on the operational needs of the School Department. If you are late, the time will be deducted from your pay. The same practice applies if you leave before the end of your shift. Repeated tardiness or leaving your work area early will result in disciplinary action and may result in dismissal from employment.

If the School Department, through your supervisor, requests that you come in early to work, or to stay past your assigned hours of work, you will be paid for this time.

Any employee called back to work, or scheduled for a block less than two hours, on the same day after having completed his/her assigned work and left his/her place of employment and

before his/her next regular scheduled starting time, shall be guaranteed a minimum of two (2) hours pay at a straight-time rate unless the employee is eligible for overtime pay as described above.

Article 15 Staff Meeting

The Transportation Coordinator has the sole discretion as to require the attendance of an employee at a staff meeting. When attendance is required the employee will be notified at least five (5) work days in advance of the staff meeting. This notice is waived if there is an emergency where it would be unreasonable to provide this prior notice of the meeting. Time for attending the meeting will be paid at the employee's regular rate of pay. If the employee cannot attend the meeting, the employee has the responsibility of following up with the Administrator on the agenda items discussed at the meeting.

Article 16 Holiday Pay

(1) Holiday pay will be granted equivalent to the "normal" daily hours usually worked.

The Hadley Public Schools recognizes the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Juneteenth	

12-month employees are entitled to be paid for all of the aforementioned holidays.

10-month employees, in contrast, are eligible for all district recognized holidays, with the exception of Presidents' Day, Patriot's Day, Independence Day, Juneteenth (should it fall outside the regular school year), and in the event the school year commences after the first Monday of September, Labor Day. 10-month employees that are scheduled to work at least twenty-five consecutive workdays during the summer months will become eligible, for the Independence Day holiday.

(2) If the holiday occurs during an employee's vacation, the employee will be entitled to one additional vacation day.

(3) If a holiday occurs during an employee's sick leave, the employee will be paid for the holiday and sick leave will not be charged against the employee for that particular day.

(4) Employees both 10 month and 12 month are entitled to one floating holiday which is earned as of July 1 of each year and must be taken prior to June 30 of the following year.

- (5) Nothing in this policy shall prohibit the Superintendent from dismissing employees early on the day before Thanksgiving, the day before Christmas, and the day before New Year's.

Article 17 Probationary Period

New hires must serve a probationary period of six (6) months. During this time period an employee may be terminated from employment at any time. In such circumstances, the discharged employee shall not have access to the grievance and arbitration provisions of this Agreement. After the completion of the probationary period employees may only be disciplined for just cause.

Article 18 Resignation Notice

- 1) An employee may resign from his/her employment Contract by giving written notice of his/her intent to resign to the Superintendent of Schools at least fourteen (14) calendar days in advance of the effective date of the resignation.
- 2) If a satisfactory replacement is obtained, prior to the effective date of the resignation, the resigning employee may request to be released from his/her obligation to work out his/her resignation notice.

Article 19 Vacancies

The parties acknowledge that employees are assigned according to the needs of the District.

Should a bargaining unit member under this contract leave employment with the District, voluntarily or involuntarily pursuant to Articles 17 and/or 25, the District has the right to not post for such position and instead outsource that position and bargaining unit work until all bargaining unit members leave employment within this unit, at which time the District may decide to outsource all bargaining unit work under this contract and this bargaining unit will dissolve. Should all bargaining unit members leave employment at the same time, voluntarily or involuntarily pursuant to Articles 17 and/or 25, the District may decide to outsource all bargaining unit work under this contract and this bargaining unit will dissolve.

Article 20 Assignments

- (1) The parties acknowledge that employees are assigned according to the needs of the District on an annual basis, or when necessary during the school year based on the best interests of the School System. Employees will be assigned or reassigned with consideration given to experience, performance, and qualifications. Upon request, the employee will be provided with a rationale for the assignment.
- (2) Any driver desiring a different assignment will submit a written request to the Superintendent or his/her designee, stating the assignment desired. Before filling any permanent vacancy, transfer requests on file will be considered.
- (3) All vacancies other than those requiring immediate filling, will be posted for five (5) work days and to the Union President by school email. Applications must be filed in writing with the Superintendent within the time limit specified in the notice.

- (4) All employees will be given adequate opportunity to make application for such vacancies. Applications must be filed in writing with the Superintendent within the time limit specified in the notice.

Article 21 Temporary Employees

From time to time it is necessary to hire an individual for temporary employment in the bargaining unit. Examples include: filling in for an employee who is on an approved leave, including Paternity, Family and Medical Leave, Worker's Compensation.

Article 22 Leaves of Absence

1) Personal Days

- (1) Each employee shall be permitted three (3) Personal Days with pay each school year, subject to the approval of the Transportation Coordinator and the Superintendent based on the operational considerations. Up to one (1) day of the unused personal days will be transferred to the employee's accrued sick time at the end of the school year.
- (2) Personal Days may not be taken prior to or immediately following a school vacation or holiday except in case of an emergency and upon approval of the Superintendent of Schools.
- (3) Personal days will be converted into hours. In requesting personal time, the requests and related deduction of time shall be in a minimum of one assigned route.
- (4) When an employee has utilized all of his/her personal time, the employee does not have a right to utilize unpaid time. When an employee has utilized all of his/her personal time, the employee is faced with a serious personal matter, the employee may request to both the Transportation Coordinator and the superintendent to take unpaid time. Such request will be in writing and in sufficient detail to explain the need for unpaid time. If the request is denied, the denial shall not be subject to the grievance procedure.

2) Temporary Leaves of Absence With Pay

Employees will be granted the following temporary leaves of absence with pay each school year upon the approval of the Superintendent of Schools.

Up to five (5) paid workdays of leave may be taken for a death in the immediate family to arrange for and attend the funeral and/or to deal with associated issues without being charged sick or personal leave. The Superintendent's office must be notified before the commencement of such leave.

The immediate family shall mean spouse, mother, father, brother, sister, child, or in laws and spouse's immediate family.

At the discretion of the Superintendent, bereavement leave may be granted for the death of someone not in the employee's immediate household.

3) Sick Leave

The purpose of paid sick time is to provide a continuation of income to employees whose absences from work is necessitated by their personal illness (or in the case of family illness, the illness of an immediate family members which requires the driver employee to provide direct care for this immediate family member). Sick leave provided by the district is to be used for the purposes intended.

- (1) Any employee who shall be absent in any school year on account of personal sickness or any quarantine regulations of the Board of Health shall be granted sick Leave benefits to the extent of their accumulated Sick Leave which shall be earned as follows:
 - a) employees shall be granted ten (10) sick days per year in the first three (3) years of employment, and fifteen (15) sick days beginning in the fourth year of employment.
- (2)
 - a) Employees may accumulate up to two hundred (200) days of sick leave.
 - b) Employees may utilize up to five (5) days of their earned sick leave to care for sick members of their immediate families per school year as defined in number 22 (2), second paragraph.
- (3) The annual sick leave amount will be pro-rated for those employees who commence or end employment in the course of the school year.
- (4) The Superintendent or his/her designee may require sick leave medical certification for any absence from work under the Family and Medical Leave Act of 1993 or the Massachusetts Parental Leave Act. In addition, medical certification may be required for any absence of three or more consecutive days, as well as, in instances where there is excessive, patterned, or reason to believe there is an abuse of sick leave.
- (5) When taking a sick day an employee shall be compensated for all hours for which he/she was scheduled to work.
- (6) Sick leave may be taken in, at minimum, two hour increments.

4) Sick Leave Buyback

Any employee with fifteen (15) consecutive years of service with the Hadley School System who retires with one hundred (100) or more sick days unused from the Hadley School System will receive three thousand (\$3,000) dollars sick leave buy back.

5) Early Retirement Notice Incentive:

An employee in this unit who retires with fifteen (15) years of consecutive service with the Hadley School Department shall be entitled to a payment of \$1,000.00 if the employee notifies the Superintendent, in writing, of his/her decision to retire prior to September 1st of the school year proceeding retirement. (i.e., an employee planning to retire in June 2016 would need to provide written notice by September 1, 2014, in order to qualify for this retirement incentive); or payment of \$500.00 if said notice of retirement is received after September 1st but before January 2nd of the calendar year before the school year of his/her retirement (i.e., an employee planning to retire in June 2016, who did not notify the School Department of his intent by September 1, 2014, must do so in writing between September 2, 2014 and January 1, 2015 to qualify for this retirement incentive).

6) Leaves Without Pay:

The Superintendent may grant a short-term leave without pay to an employee under extraordinary circumstances. Such leave will generally not exceed more than five (5) days. A request to take a leave without pay must be submitted in writing at least forty-eight (48) hours in advance of the commencement of such leave to the Superintendent. All requests must be submitted in duplicate on the School Department's standard form. Depending upon the basis for the request and the needs of the school district, the Superintendent has the discretion to approve or deny such a leave request.

Article 23 Sick Leave Bank

A Sick Leave Bank shall be established and shall apply to all employees covered by this collective bargaining agreement only. The intent in establishing this sick leave bank is to assist an employee to cover catastrophic illness after sick days are exhausted. A Sick Leave Bank is hereby established under the following conditions:

1. A day of sick leave shall be contributed to the Sick Leave Bank from all employees on July 1st of each fiscal year, except the first year of the Sick Leave Bank, whereupon all employees shall contribute three (3) sick days of leave to the Bank on July 1st of the fiscal year or the date of ratification, whichever is later. Employees covered by this Agreement have the option to donate an additional twenty (20) days to the Sick Leave Bank only in the first year of the implementation of the sick leave bank (FY 2020). Employees have the option to donate an additional five (5) days each year thereafter. If an employee is hired on or after January 1st prior to the start of that fiscal year, that employee shall not be required to donate a sick leave day for that fiscal year.
2. The maximum amount of days available in the Sick Leave Bank during any year will not exceed 180 days.
3. The amount of days in the Sick Leave Bank shall be carried over from year to year.

4. Sick Leave Bank days can be granted only for catastrophic illness/accident of the eligible employee, including, but not limited to sick leave for treatment for cancer, for treatment and recovery from a car accident, for surgery and recovery, and for any illness or injury that prevent bus drivers from performing their duties as required by Department of Transportation standards.
5. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed twenty (20) days or whatever amount is in the Sick Leave Bank at the time of the initial grant.
6. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee which shall be comprised of two (2) representatives from management and two (2) employee representatives. The following criteria shall be used by the Sick Leave Bank Committee in administering the Bank and determining eligibility and amount of leave:
 - a. Adequate medical evidence of the employee's serious illness or accident; and
 - b. Prior utilization of all eligible sick leave.
7. Upon completion of the twenty (20) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. The maximum number of Sick Leave Bank days granted to an employee covered by this agreement who has requested days shall not exceed sixty (60) days for any one illness.
8. Determinations by the Sick Leave Bank Committee as outlined above are binding and are not subject to the grievance procedures.

Article 24 Employee Evaluation

All employees shall be evaluated on an annual basis.

Article 25 Reduction In Force

The School Committee will determine the number of bus driver positions or schedules that are needed in the school system.

If the School Committee determines that the number of positions, or the hours of work within positions, is to be reduced, it agrees to accomplish such reduction within the impacted classifications as follows:

- (1) Probationary employees within each classification, where a reduction is to occur, who have not completed a six (6) month probationary period, shall be laid off first, or have hours reduced, unless in relation to the needs of the district, there is a demonstrated need for the background/experience or demonstrated ability of the person in question.

- (2) When the number of employees, or hours within positions, is to be reduced the affected employee(s) in the position(s) shall be notified at least fifteen (15) calendar days in advance of the effective date of the reduction.
- (3) An employee laid off, or has hours of work reduced, will be given priority, by seniority, to transfer to other vacancies for which he/she is qualified or to exercise bumping rights to a position held by an employee with less seniority within the same classification, unless in relation to the needs of the district, there is a demonstrated need for the background/experience of demonstrated ability of the person in question.
- (4) Seniority for the purpose of this article is the length of continuous employment as an employee in the bargaining unit. An employee shall be placed on a seniority list after completing a six (6) month probationary period.
- (5) An employee who is laid off due to reduction in force will be eligible for recall for an open position within the classification formerly employed for a period of twelve (12) months after the layoff. An employee who is recalled to work within the twelve month period will not suffer a break in continuous service, but doesn't accrue seniority during the recall period. The recalled employee will retain previously accrued sick leave and step placement on the salary schedule.
- (6) Recall notices will be sent by certified mail, return receipt, and regular mail. Such notices will be sent to their last address of record. A recalled member shall have ten (10) calendar days of the recall notice to accept that position. If the unit members either rejects the recall offer or fails to respond to the recall notice, the unit member's name shall be removed from the recall list and the position shall be offered to the next person, if any, on the recall list. An employee who is recalled to work but who refuses the position shall forfeit all recall rights. If the individual is later rehired, the employee will be considered a new employee with no carryover of continuous service and related benefits.
- (7) To the extent permitted by applicable state and federal laws, laid off employees may continue in the Town's group health and life insurance program. The employee shall be responsible for paying the entire cost of the premium.
- (8) The Superintendent shall prepare a list specifying the seniority of each employee and copies will be forwarded to the President of the Union by November 15. If no challenge to the list is made by the Union within thirty (30) calendar days of receipt of the list, the list will stand as written. Final copies will be sent to each school.
- (9) Nothing in this section shall limit the management rights of the Superintendent to terminate the employment of any employee under Massachusetts State Law.

Article 26 Assistance In Case Of Assault

Employees shall be required to report to the Transportation Coordinator, in writing, any case of assault, in connection with their employment. The central office will supply each school with the appropriate form to report the incident. A copy of the completed form will be submitted by the Transportation Coordinator/administrator to the Superintendent or designee.

Article 27 Workers Compensation

If an employee, because of injury sustained in the course of and arising out of the ESP's employment, is receiving benefits under §34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Worker's Compensation Act), the employee will receive payments under the statute and will be permitted to receive the difference in pay up to the employees regular rate of pay for accumulated sick leave until such point in time that the accumulated sick leave has been exhausted. Thereafter, the employee will be paid only the amount provided for by statute.

Article 28 Damage or Loss of Property

An employee shall report, in writing, any loss, damage or destruction of personal property to the Transportation Coordinator immediately upon becoming aware of such loss, damage, or destruction. The District will reimburse the assistant for loss of essential items such as eyeglasses, contact lenses or hearing aids if they are damaged in an assault. Reimbursement will be processed upon submission of a written claim and satisfactory proof in support of said claim.

Article 29 Contract Access

The School District will post the Union contract on the School District website. One copy is available in the Superintendent 's Office and each school building. Each new employee shall receive one hard copy of the collective bargaining agreement upon hire.

Article 30 Mileage Reimbursement

Employees shall be reimbursed for all costs associated with District mandated travel. Mileage shall be reimbursed at the current Town rate.

Article 31 Vacation

Employees will accrue vacation in accordance with the following guidelines:

Years of Service	Days Accrued Per Month
0-5 years	1.0 day per month
6-10 years	1.5 days per month
11 + years	2.0 days per month

Vacation days will be accrued depending upon length of service, on a monthly basis although employees are ineligible to take vacation until the beginning of the new fiscal year. Although ordinarily employees will not be granted vacation time when school is in session, the Superintendent may, at his or her discretion, grant vacation time during the year in extenuating circumstances. All requests for vacation must be made at least forty-eight (48) hours in

advance in writing to the Superintendent in duplicate on the School Department's standard form. All vacation schedules are subject to the approval of the Superintendent, which is normally contingent upon the work requirements of the school system.

Vacation time earned must be used by August 31st of the following year. If a ten month employee works during the summer months, the employee will be entitled to the vacation allotment of a twelve month employee. The superintendent may allow a carryover of vacation time from one year to the next under extenuating circumstances. If the superintendent does allow a designated number of vacation days to be carried over by a bus driver, the days must be used in the following school year, no later than December 1st of that year, or else the rolled over time will be forfeited.

Article 32 Jury Duty

An employee called to serve shall continue to receive his/her full pay provided they sign over all jury pay to the Town Treasurer.

Article 33 Military Duty

Military leave shall be granted according to the provisions of Chapter 33, Section 59 of the General Laws of the Commonwealth of Massachusetts.

Article 34 Family and Medical Leave

The Superintendent will grant leave to employees pursuant to the provisions of the Family and Medical Leave Act of 1993. In such circumstances, the Superintendent may require employee verification of eligibility for FMLA leave in accordance with federal law. The School Committee's FMLA policy is attached as Appendix A.

Article 35 Parental Leave

This parental leave provision shall be available only to employees who meet the eligibility provisions of G.L., C. 149, s. 105D, by completing ninety (90) days of service. The School Committee's parental leave policy is attached as Appendix B.

Article 36 Small Necessities Leave Act

Under certain additional circumstances regarding family obligations, there may be a right to addition leave under State Law. This School Committee Policy is attached as Appendix C.

Article 37 Personnel Folder

All formal action concerning employment with the School Department, including such actions as changes in duty, pay, name, or matters regarding work performance will be kept in the employee's personnel folder. This is a permanent record and serves as a basis for references in

case an employee leaves the School Department for other employment or wishes re-employment later on.

An employee may review his/her personnel record after scheduling an appointment with the Superintendent or his/her Administrative Assistant. All of the contents of this folder will be available for review.

Article 38 Professional Conferences

The Superintendent may approve, from time-to-time, attendance at a professional workshop or conference, which would be of benefit to the employee and the school system.

Article 39 Safety Certificate

In the event that a bus driver does not have any accidents within the course of the fiscal year involving school district buses or vehicles, the Superintendent will place in the personnel file of the employee a recognition of this fact in the form of a Safety Certificate.

Article 40 Training

School district shall pay for any district mandated trainings and/or classes. Trainings must be completed during the scheduled work day unless otherwise approved by the superintendent or designee.

Article 41 Grievance and Arbitration

(1) A grievance is defined as a question, complaint or dispute, involving the interpretation or application of or the failure to comply with or the alleged violation of the terms and provisions of this Agreement. Any matter which is reserved to the discretion of the School Committee or any matter which is not covered by the provisions of this Agreement, shall not be the subject of a grievance. All time limits shall be maximums and be construed to mean working days.

A grievance filed prior to the end of the school year shall continue to be processed during the summer months. When school is out of session for the summer, workdays shall mean days when the Central Office of the School System is open for business to the public. Either party or the grievant(s) may request in writing a reasonable extension of time due to vacation and/or personal commitments.

(2) The parties acknowledge that it is usually more desirable for an employee and his/her administrative supervisor to resolve problems through free and informal communications. However, should such informal processes fail to satisfy the employee, then a grievance may be reduced to writing and processed as follows:

- a) The Union and/or employee aggrieved shall present a grievance in writing within ten (10) days (excluding vacation days between September and June) of the date he/she knew or should have known of the occurrence which gave rise to the grievance. Any complaint, dispute or question presented after the above time shall be considered untimely and not grievable.
- b) The written grievance must be presented to the administrative supervisor who will arrange for a meeting within ten (10) days of the receipt of the written grievance. The aggrieved employee, with or without a representative of the Union at the option of the employee, shall be present for the meeting. The administrative supervisor must provide the aggrieved employee with a written answer on the grievance within ten (10) days of the meeting.
- c) Step 2 - If the matter is not satisfactorily settled in 24.2.2., the Union shall refer the grievance to the Superintendent within ten (10) days. The Superintendent shall arrange for a meeting with the Union's representative with or without the aggrieved employee within ten (10) days of the receipt of the appeal in an effort to resolve the grievance. The Superintendent will provide the Union representative and the aggrieved employee with his/her written decision within ten (10) days of the conclusion of the meeting.
- d) Step 3 - If the grievance is not satisfactorily settled in Step 2, the Union will forward written notice to the Superintendent within ten (10) days and the Superintendent, or designee, will arrange for a meeting between the Union's representative and the School Committee to take place no later than the next regularly scheduled meeting of the School Committee after the Union's referral. (Such meeting shall be held in executive session). Upon conclusion of the meeting, the School Committee will provide the Union with their written decision within ten (10) days.
- e) Step 4 - If the Union is not satisfied with the disposition of the grievance in Step 3, or the Step 3 time limit expires without issuance of School Committee's written answer, then the parties either jointly or singularly may demand arbitration. The arbitrator for the duration of this Agreement shall be the American Arbitration Association.

The arbitrator and the parties agree to be bound by the time limits for arbitration contained in the rules of the American Arbitration Union. If the demand for arbitration is not filed within ten (10) days from the date of the School Committee's Step 3 reply, then the grievance will be deemed withdrawn.
- f) The Arbitrator's decision shall not extend beyond the submission nor alter, amend or modify the provisions of the Agreement. Nor shall the Arbitrator render a decision which shall impinge upon any reserved rights of the School Committee.
- g) The expenses of the Arbitrator shall be borne equally by both parties.

- h) Pending final resolution of any complaint, the Driver shall comply with the instructions of the supervisor, Transportation Coordinator and/or Superintendent.

Article 42 Seniority

Seniority for the purpose of this agreement is the length of continuous employment as an employee in the bargaining unit.

Article 43 Duration

This Agreement and its provisions shall be effective July 1, 2022 and shall remain in full force and effect up to and including June 30, 2025.

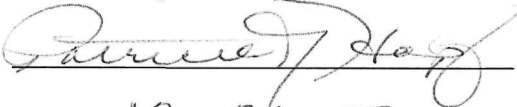
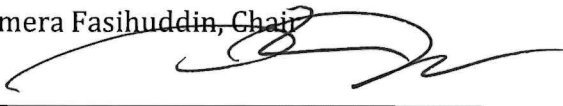
In WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed in their names on their behalf by duly authorized officers thereof, this 1st day of July, 2022

For The Hadley Public Schools

For The United Public Service Employees
Union Local 424 - MA DIV 113

Humera Fasihuddin, Chair

Patricia Hopf, Hadley Bus Drivers President



Dated: 12-22-2022

Dated: 12-21-22



Kevin E. Boyle, Jr.
President UPSEU

Dated: 12/15/22

Transportation Salaries

FY23	
Bus Driver	
Step	Salary
1	\$18.06
2	\$18.78
3	\$19.51
4	\$20.32
5	\$21.27
6	\$22.07
Transportation Coordinator	
Step	
1	\$22.80
2	\$23.66

FY24	
Bus Driver	
Step	Salary
1	\$18.60
2	\$19.34
3	\$20.10
4	\$20.93
5	\$21.91
6	\$22.73
Transportation Coordinator	
Step	
1	\$23.48
2	\$24.37

FY25	
Bus Driver	
Step	Salary
1	\$19.16
2	\$19.92
3	\$20.70
4	\$21.56
5	\$22.57
6	\$23.41
Transportation Coordinator	
Step	
1	\$24.19
2	\$25.10

Employees move up one step on July 1 of each fiscal year, provided that the employee had completed the 6 month probationary period prior to July 1, if not the employee moves to Step 2 on the next following July 1 and then one step each subsequent July 1 until Step 5 is reached.