

AGREEMENT BETWEEN

HOOSAC VALLEY REGIONAL SCHOOL COMMITTEE

AND

ADAMS-CESHIRE SECRETARIAL ASSOCIATION

JULY 1, 2024 THROUGH
JUNE 30, 2027

HOOSAC VALLEY REGIONAL SCHOOL DISTRICT
and
ADAMS-CHESHIRE SECRETARIAL ASSOCIATION

July 1, 2024 - June 30, 2027

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AGREEMENT

AGREEMENT made as of the 1st day of July, 2024 pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts by and between the ADAMS CHESHIRE REGIONAL SCHOOL DISTRICT (hereinafter referred to as "District") and the ADAMS-CHESHIRE SECRETARIAL ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE 1 - RECOGNITION

The District recognizes the Association for purposes of collective bargaining in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts and other pertinent provisions of law as the exclusive representative of a unit consisting of secretarial and data-base management personnel who work a minimum of 30 hours per week, 40 weeks per calendar year for the District.

Notwithstanding the provisions of the preceding paragraph, the parties hereto do agree that the Senior Administrative Assistant to the Superintendent, accountant and Central Office clerks, guidance aides, teacher aides, library aides and library catalogers do not come within the unit represented by Association.

ARTICLE 2 - DISTRICT PREROGATIVES

The Association agrees that the District has complete authority over the policies and administration of the Adams-Cheshire Regional School System, which it exercises under the provisions of law. It further agrees that said District will continue to retain, whether exercised or not, the responsibility and prerogative to direct the operation of the said school system in all aspects except the same shall not be exercised in violation of any of the express terms and provisions of this agreement. The action of the District with respect to such retained rights, responsibilities and prerogatives shall not be subject to any grievance or arbitration provision hereinafter set forth.

ARTICLE 3 - ALTERATION OR AMENDMENT OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this 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 undertakings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not referred to specifically or not covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time

that they negotiated and signed this agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms, conditions, undertakings, or covenants contained herein shall be binding upon the parties hereto unless agreement is made and executed in writing between the parties hereto.

The waiver of any breach or condition of this agreement by either of the parties hereto shall not constitute a precedent in the future enforcement of the terms of this agreement.

If any part of this agreement is in conflict with law, such part shall be suspended and the appropriate mandatory provisions shall prevail, and the remainder of this agreement shall not be affected thereby.

If either of the parties hereto shall during the life of this agreement desire to make any proposal with respect to the modification or alteration of this agreement or with respect to any matter not expressly covered by this agreement, the said party may submit such proposal, in writing, to the other party and request a meeting. Within ten days of the submission of such proposal, the recipient thereof shall acknowledge the receipt thereof and indicate whether or not it wishes to discuss the same. The submission of such proposal and any subsequent discussion thereof shall not be construed by either of the parties hereto as an agreement by the other that said proposal comes within the purview of this agreement.

ARTICLE 4 - SALARIES

4.1 The following employees shall work seven hours per day for 200 days during each "work year": Cafeteria Secretary. Employees requested by the District shall work an additional ten days or any requested portion thereof during the "work year" and to a maximum of 90 hours during the remainder of the "work year" and shall be paid therefore at the hourly rate determined from Schedule A.

4.2 The following employees shall work 35 hours during each of the 52 "work weeks" during the "work year": Principal's Secretary - Hoosac Valley High School, Guidance Secretary - Hoosac Valley High School, Principal's Secretary - Hoosac Valley Middle and Principal's Secretary - Hoosac Valley Elementary. Employees may be required to work up to an additional 5 hours per week, from time to time, on weekdays, but in no event more than 8 hours in a day. Employees shall not be paid overtime unless they have worked more than 40 hours per week or on a holiday or weekend.

4.3 Employees shall be paid at the hourly rate set forth in Schedule A except that temporary employees shall be paid at the legal minimum hourly rate or such greater amount as is agreed upon between the employee and District.

4.4 In determining the hours worked and the weeks worked for purposes of this article,

holidays to which an employee is entitled with pay and vacation periods to which an employee is entitled with pay shall be deemed to be time worked.

4.5 A "work year" is that period beginning at 12:01 a.m. on July 1 and expiring at midnight on June 30.

4.6 A "work week" is that period beginning at 7:00 a.m. on Monday through 5:00 pm; on the following Friday.

4.7 The provisions of this article shall not apply to temporary or probationary employees.

4.8 Employees shall be paid bi-weekly. Amounts payable by an employee pursuant to Article 14 "Insurance and Benefit Plan" for a particular fiscal year shall be deducted from such employee's bi-weekly pay in substantially equal amounts over such employee's work year, provided always nothing herein shall relieve an employee from paying the District the amount required under the said Article 14.

4.9 An employee shall be entitled to a maximum of one 15-minute on-premises break during the morning work period and one 15-minute on-premises break during the afternoon work period at such time as from time to time scheduled by the Superintendent or the employee's immediate supervisor. In the event services are performed by an employee during his/her break period at the request of such employee's building principal or immediate supervisor, such employee shall be given if practicable a compensatory break equivalent to the lost break time as promptly as practicable on the same day. An employee may not carryover or accumulate break time or be paid for breaks not utilized.

ARTICLE 5 - TEMPORARY AND PROBATIONARY EMPLOYEES

5.1 A temporary employee is an employee engaged to perform work that is definitely temporary, such as taking care of peak period loads or emergency work of any kind or filling the place of a regular employee absent through illness, vacation or for any other reason. Said temporary employment will not exceed a period of 800 hours within any one work year. The determination of the Superintendent of Schools that the employment is temporary shall be final and binding upon all parties and shall not be the subject matter of grievance or arbitration. Temporary employees have no rights under the terms of this agreement.

5.2 A new employee and one hired after breaking continuous service shall be a "probationary employee" for the first 90 days of employment.

5.3 A probationary employee shall not have any rights under the terms of this agreement until such time as he/she becomes a "regular employee."

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 A "grievance" is a claim based upon an event or condition which involves the interpretation, meaning or application of this agreement or any amendment or supplement thereto.

6.2 All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays and Sundays. The time limits indicated hereunder will be considered maxima unless extended by mutual agreement in writing. Grievances submitted after the close of the school year in June will be processed as speedily as is practicable.

6.3 Level One. An employee with a grievance shall within 30 days immediately after the first occurrence of those acts or omissions upon which the grievance is premised present it to his immediate superior either directly or through the Association.

Level Two. If the grievance is not resolved to the satisfaction of the grievant within seven days after submission at Level One, the grievant either directly or through the Association may present the grievance in writing to the Superintendent or his designee. The Superintendent or his designee shall, upon receipt of such writing, deliver a copy thereof to the then President of the Association.

Level Three. If the grievance is not resolved to the satisfaction of the grievant within seven days after submission at Level Two, the grievant either directly or through the Association may present the grievance in writing to the Committee.

Level Four. If the grievance is not resolved to the satisfaction of the grievant within 20 days after submission to Level Three and if the Association indicates in writing addressed to the Committee that the grievance is meritorious and that it involves in the opinion of the Association the interpretation, meaning or application of any of the provisions of this agreement, the grievant may submit the grievance in writing to arbitration as hereinafter provided. (Said opinion shall be attached to the submission to arbitration.)

6.4 An employee may present a grievance to his employer and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, provided that the exclusive representative is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of this agreement.

6.5 The following general provisions shall pertain to arbitration:

(a) Parties shall be bound by the rules and procedures of the American Arbitration Association including selection of an arbitrator unless contrary to express provisions herein set forth.

(b) The grievant shall have the right to use in the arbitration proceedings any representative or representatives of his or her own choosing.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the District and the Association.

(d) The arbitrator will confer with representatives of the District and the Association and hold hearings and will issue his decision as soon as possible. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on issues submitted. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this agreement, or which recommends a right or relief for any period of time prior to the effective date of this agreement, or which modifies or abridges the rights and prerogatives of the District Committee, Superintendent or Principal(s) as set forth in this agreement or pertinent provisions of law.

6.6 (a) The Committee and the administration will cooperate with the Association in the investigation of any grievance by making available to the Association all recorded information in the possession of the Committee which is within the public domain, to the extent so requested by the Association.

(b) All decisions rendered at Levels One, Two and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefor and will be transmitted promptly to the grievant. A decision at Levels One and Two shall be final unless within seven days of delivery of said decision to grievant, the grievance is presented in writing at the next level. A decision shall be final at Level Three unless within 20 days of delivery of said decision to the grievant, the grievance is presented to the American Arbitration Association for arbitration.

(c) The submission of any grievance to arbitration by an employee or by the Association for the benefit of one or more employees shall constitute a waiver of any right or rights the said employee(s) and Association may have with respect to the matter submitted to said arbitration under other provisions of law and the employee(s) and Association shall be precluded from pursuing any other remedy. The submission of any grievable matter to any court or administrative body or to arbitration under Chapter 71 of the General Laws of the Commonwealth of Massachusetts shall constitute a waiver of any and all rights to arbitrate anything pertaining to such matter under this Article 6.

(d) No reprisals will be taken by the District or the school administration against any employee participating in the presentation of a grievance in accordance with the provisions of this agreement because of such participation.

(e) The President of the Association or his/her designee shall have the right to

participate in the investigation and processing of a grievance. If it is necessary that such investigation or processing occur during a regular work day of the said President or his/her designee, he/she shall be released from his/her regular duties for such purpose without loss of pay or other benefits.

(f) It is recognized that members of the Association may have to testify in order to properly process a grievance under Level Four and so any member other than the grievant shall be excused from his or her regular duties without loss of pay or other benefits for purposes of so testifying if the grievant gives a list of the members who will testify three days in advance of the day of hearing.

ARTICLE 7 -DISCIPLINE, DISCHARGE AND SUSPENSION

The District shall have the right to discipline, discharge or suspend employees for good and sufficient cause but not otherwise. In the case of such discipline, discharge or suspension, the employee shall be informed promptly of the reason for such action. If the employee feels that the action is not justified, he/she shall so advise the Superintendent in writing within five days (Saturday, Sunday and holidays excluded), whereupon the discipline, discharge or suspension shall be discussed with the employee to the end that agreement be reached. Such writing shall set forth in complete detail all facts upon which the employee or the Association premises his/her/its conclusion that such discipline, discharge or suspension was not for good and sufficient cause and no other facts may be relied upon by the employee or the Association during the aforementioned discussion or any subsequent proceeding pertaining to such discipline, discharge or suspension.

If the aforementioned discussion between the employee or Association representative and the Superintendent does not resolve the dispute, the employee may, within ten days after the termination of such discussion, submit same to arbitration, subject to the provisions of Article 6 hereof; provided, however, that the arbitrator shall consider and decide only the issue of the existence or non-existence of "good and sufficient cause," which issue is not to be deemed to embrace the severity of the discipline, discharge or suspension in the light of the offending acts or omissions of the employee.

If after arbitration a determination is made that the employee involved has been disciplined, discharged or suspended without "good and sufficient cause," the District shall reinstate such employee, and if any loss of time has been incurred by reason of such discipline, discharge or suspension, he/she shall be compensated for such loss at his/her regular rate of pay for such lost time. The employee may at all times be assisted by an Association representative.

ARTICLE 8 - VACANCIES AND PROMOTIONS

8.1 Whenever any vacancy in a secretarial or data-base management position occurs during the life of this contract, it will be adequately publicized by the Superintendent by means of a notice placed on bulletin boards in each school and delivery thereof to the then President of the

Association at least seven calendar days in advance of the anticipated appointment. The qualifications for the position, its duties, and the rate of compensation will be clearly set forth in the aforesaid notice. No vacancy will be filled within the aforesaid seven days from the date the notice is posted as aforesaid.

8.2 All qualified employees may make application for such positions, and the Superintendent or his/her designee agrees to give due weight to the background and attainments of all applicants, the length of time each has been employed by District, and other relevant factors. When all other factors are in the opinion of the Superintendent or his/her designee (which opinion shall be final and binding upon all parties) substantially equal, preference in filling such vacancies will be given to qualified employees then employed by the District. Permanent appointments will be made as soon as practicable.

8.3. The District need not comply with the provisions of this article if the Superintendent determines that an emergency appointment is desirable. The determination of the Superintendent that an emergency exists shall be final and binding on all parties.

ARTICLE 9 - SICK LEAVE

An employee will be credited with 15 days of sick leave during each work year of employment provided that the said employee shall have reported for duty on the first official day of said work year. Said sick leave shall be accumulated from year to year up to a maximum accumulation of 150. Such accumulated sick leave may be used for the purposes of illness only. In the event an employee is absent for in excess of four (4) or more days whether consecutive working days or workdays interrupted by a holiday, a weekend or school vacation in connection with an illness or injury, or absent in excess of eight (8) cumulative working days during any school year, the Principal or the Superintendent, may require a certificate from a licensed health care provider, at the employee's expense, substantiating the illness or injury for any absence for which an employee seeks to use his or her accumulated sick leave.

Secretaries who use not more than four (4) sick leave days per school year will receive a payment of **three hundred dollars (\$300.00)** ("Wellness Payment"). The Wellness Payment will be paid within 30 days of the last day of school and will be subject to applicable withholdings. The Wellness Payment may be paid together with or separate from any other payment made to the Secretary.

ARTICLE 10 - TEMPORARY LEAVES OF ABSENCE

10.1 The Superintendent or his/her designee may but need not grant temporary leaves of absence without loss of pay for the following reasons and upon the terms and conditions herein set forth and the grant or denial of such leave by the Superintendent or his/her designee shall be conclusive and his/her decision shall not be subject to grievance or arbitration:

(a) For those matters that cannot be taken care of after work hours which are personal, legal, business, household or family matters, but not for illness, provided request is made therefor to the Superintendent or his/her designee in writing and then only for a period not in excess of **five (5) personal days** during any one work year.

(b) For the purposes of attending meetings or conferences which in the opinion of the Superintendent or his/her designee will enhance the skills of the employee in the area of employment, provided request therefore is made to the Superintendent or his/her designee and then only for a period not in excess of one day.

(c) For such other reasons as the School Committee or Superintendent shall determine and the grant or denial of leave under this subparagraph in any instance shall not be deemed to be a precedent.

10.2 Employees shall be granted temporary leaves of absence without loss of pay for the following reasons and upon the terms and conditions herein set forth:

(a) In the event of the death of the husband or wife or child of the employee, for a period not in excess of seven consecutive calendar days, and in the event of the death of father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, guardian, grandfather, grandmother, uncle, aunt, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece, nephew and grandchildren, for a period not in excess of five consecutive calendar days. The beginning of such leave is to commence with the date of death. Provided the request for a different bereavement leave is promptly made, the Superintendent may permit the leave to be used at a different time, and not consecutively, in the Superintendent's sole discretion, which will not be unreasonably withheld or delayed.

(b) For purposes of religious observance if the religious convictions of the employee prohibit him/her from working on said day.

If classes are canceled unexpectedly at the school to which the employee is assigned for snow or for some other reason, the employee is expected to work unless told otherwise by his or her supervisor, building Principal, or Superintendent. If the employee believes the weather conditions are sufficiently adverse that he or she can not safely make it to work or the school is closed and the employee is instructed not to report to work, the employee may use a vacation day or sick leave day, if the employee has any remaining, or take the day off of work unpaid. The employee will notify the Principal of the school to which he or she is assigned of the use of the sick day or vacation day.

ARTICLE 11 - HOLIDAYS

Employees shall be paid holiday pay, subject to the provisions hereinbefore and hereinafter set forth, for the following holidays which come within the regular work week of such employees except New Year's Day and Christmas shall be paid holidays even if not within the regular work week of such employees:

New Years Day	The ½ day before Thanksgiving
Martin Luther King Day	Thanksgiving Day
President's Day	The day after Thanksgiving Day
Patriots' Day	The day immediately prior to Christmas
Memorial Day	Day if same be a work day
Juneteenth	Christmas Day
Independence Day	The day immediately prior to New
Labor Day	Year's Day if same be a work day
Columbus Day	Good Friday
Veterans' Day	

Notwithstanding the foregoing, in the event classes are held on Good Friday, Good Friday shall be considered a work day and employee's will be paid for a full day but shall leave when students and staff leave the building.

Should any such holiday coming within the employee's regular work week fall on an employee's normal day off or during her regularly scheduled vacation, the nearest scheduled working day will be considered to be the holiday unless that be a regularly scheduled school day in which event the employee will be entitled to a floating holiday to be taken at a time agreeable to such employee and the principal of the building in which such employee works.

The aforesaid "holiday pay" need not be paid to temporary employees and probationary employees, but shall be paid to all other employees provided such employee shall have worked the entire last regularly scheduled work day preceding the holiday involved and the first regularly scheduled work day subsequent to the said holiday. An employee shall, for purposes of this article, be deemed to have worked the last regularly scheduled work day preceding any given holiday or the first regularly scheduled work day subsequent to said holiday if his/her absence from work on said days is excused by the Superintendent or if such absence is excused under the terms of this agreement; provided, however, that if such absence is alleged to have been because of illness, the employee shall deliver to the Superintendent, if requested, a statement by a physician indicating that such absence was because of illness.

ARTICLE 12 - VACATIONS

"Continuous employment" is that period during which the employee appears on the payroll records of the District. Such employment shall be considered as broken by discharge in accordance with the terms of this agreement, quitting by employee, failure to report within seven days of recall after layoff.

For purposes of this article, the following definitions shall be applicable:

"Year" - the 12-month period beginning on July 1 and ending on June 30.

"Week" - the period beginning at 6 a.m. on Monday and ending at 5:59 a.m. the next Monday.

"Eligibility date" - July 1 of each year for purposes of determining the "continuous employment" record of each employee.

"Vacation" - period of time during which employee is directed to and may take time off from work.

An employee who on July 1 of any year shall have been in the continuous employ of the Adams-Cheshire Regional School District for more than one year but less than five years and who shall have during the last preceding year (i.e., during the period beginning on that July 1 and ending on that June 30 last preceding that July 1 mentioned at the beginning of this paragraph) worked a minimum of 1600 hours shall be entitled during said year (i.e., the year within which the July 1 mentioned at the beginning of this paragraph falls) to two weeks of vacation with pay.

An employee who on July 1 of any year shall have been in the continuous employ of the Adams-Cheshire Regional School District for more than five years but less than ten years and who shall have during the last preceding year (i.e., during the period beginning on that July 1 and ending on that June 30 last preceding that July 1 mentioned at the beginning of this paragraph) worked a minimum of 1600 hours shall be entitled during said year (i.e., the year within which the July 1 mentioned at the beginning of this paragraph falls) to three weeks of vacation with pay.

An employee who on July 1 of any year shall have been in the continuous employ of the Adams-Cheshire Regional School District for more than ten years and who shall have during the last preceding year (i.e., during the period beginning on that July 1 and ending on that June 30 last preceding that July 1 mentioned at the beginning of this paragraph) worked a minimum of 1600 hours shall be entitled during said year (i.e., the year within which the July 1 mentioned at the beginning of this paragraph falls) to four weeks of vacation with pay.

An employee shall be entitled to vacation and vacation pay in accordance with the foregoing provisions only if he is employed by the District on July 1 of the year involved and shall have worked a minimum of 1600 hours during the immediately preceding 12-month period.

ARTICLE 13 - SEVERANCE OR RETIREMENT PAY

1. After an employee has been in the employ of the Adams School System, the Cheshire School System, the Adams-Cheshire Regional School District, or a combination of one or more, for a period of 20 years or more and has attained the age of 52 years, he or she shall be paid upon retirement a sum determined by multiplying the daily rate of the employee at the time of said retirement by a number determined by dividing such employee's accumulated sick leave days to a maximum of 135 days by two (2).
2. If an employee dies while in the employ of the District, the District shall pay to such employee's spouse, or if there is none, to such employee's estate, a sum determined by multiplying one-half of the days of sick leave such employee has accumulated while employed as an employee by the daily rate of the employee at the time of death, less all amounts paid pursuant to the preceding subparagraph 1.

ARTICLE 14 - INSURANCE AND BENEFIT PLAN

14.1. On the effective date of this agreement the District will pay one hundred percent (100%) of the cost for a \$10,000 group term insurance plan insuring the life of the employee. Employees may elect to increase their group term insurance to the maximum permitted by law at no expense to the District.

14.2. (a) An Employee may enroll in any HMO, PPO or POS plan with such benefits and through such organizations as the District shall from time to time select. The District shall pay toward the premium cost for the HMO plan selected by the District and in which the Employee is enrolled the amount equal to seventy-five percent (75%) of the premium cost for said HMO plan selected by the district. District shall not pay less than fifty percent (50%) toward the actual premium cost for the plan in which a teacher is enrolled. The District shall pay toward the premium cost for POS and PPO plans and any other health plans not identified herein offered by the District and in which the Employee is enrolled the amount equal to 60% of the premium.

14.3. The District shall annually prior to the commencement of each fiscal year, prior to or commensurate with the annual open enrollment period, give written notice of the plans offered by the District, cost for each plan, the percentage the District will pay for each plan and the amount an Employee will have to pay for each plan.

14.4. An Employee may have health insurance or other health coverage through only one of

the plans offered by the District.

14.5. Each Employee shall from time to time as requested by the District provide the District with a statement of such Employee's health and surgical insurance from all sources and provide such identifying information about the same as the District shall request.

14.6 The District may implement health insurance benefit changes pursuant to M.G.L. c. 32B, §§21-23

14.7. The District will pay 50% of the cost of the dental benefit plan as is selected each fiscal year by the District.

ARTICLE 15 - SENIORITY

The length of continuous service of the employee within the Adams-Cheshire Regional School District, the Adams School System and the Cheshire School System, its predecessors and successors, shall determine the seniority of the employee. The principle of seniority shall govern and control in all cases of promotion within the bargaining unit, transfer, decrease or increase of the working force, and choice of vacation period; provided, however, that if in the opinion of the Superintendent, reasonably exercised, the application thereof in any given instance shall be detrimental to the Adams-Cheshire Regional School District, said principle need not be applied.

ARTICLE 16 - CONTRACTING OF WORK

No provisions hereinbefore or hereinafter set forth shall preclude the District from having work of a clerical, stenographic, secretarial or accounting nature done in whole or in part by employees who are not members of this unit or by persons who are not employees of the District even though the same may result in discharge of employees within the unit or diminution of wages of an employee within the unit.

ARTICLE 17 - TERMINATION OF EMPLOYMENT

Notwithstanding any provision hereinabove or hereinafter set forth, an employee continuously absent from work for whatever cause in excess of 120 calendar days exclusive of leave of absence granted under this contract will be deemed to be no longer employed by the District and any rights of said employee under the terms of this agreement shall be null and void.

ARTICLE 18 - DEDUCTIONS

The District agrees to deduct from the salary of its employees such sums as shall be duly authorized by the employees upon forms satisfactory to the District.

ARTICLE 19 - USE OF SCHOOL BUILDING BY ASSOCIATION

The District will permit the Association, upon reasonable notice, to utilize school facilities for the purposes of conducting the business of the Association.

ARTICLE 20 - ASSOCIATION IDENTIFICATION

An employee may, if he/she so desires, wear a pin or other identification.

ARTICLE 21 - UTILIZATION OF SANCTIONS BY EMPLOYEES

The Association agrees that no employee employed by the District shall, during the course of his employment by the District, participate in any strike, slow-down, walkout, sit-in or similar activity disruptive of the conduct of the affairs of the District.

ARTICLE 22 - ANTI-DISCRIMINATION

The District shall not discriminate against any employee because of participation in the affairs of the Association.

ARTICLE 23 - TITLES FOR POSITIONS

The Superintendent shall from time to time designate a title for each identifiable position. Titles until changed by the Superintendent shall be (1) Principal's Secretary - Hoosac Valley High School, (2) Guidance Secretary - Hoosac Valley High School, (3) Principal's Secretary - Hoosac Valley Middle School (4) Principal's Secretary - Hoosac Valley Elementary School - (5) Cafeteria Secretary.

ARTICLE 24 - CALLING FOR SUBSTITUTES

The task of calling substitutes before and after school hours will be first offered to secretaries at each school: Hoosac Valley Elementary, Hoosac Valley Middle and Hoosac Valley High. One secretary will perform the task and receive (1) additional hour in compensation. In the event that no secretary accepts that task, it will be offered to someone outside the unit.

ARTICLE 25 - SMALL NECESSITIES LEAVE

Any leave taken under this collective bargaining agreement shall not be in addition to Small Necessities Leave taken or available to be taken under the provisions of M.G.L. c. 149, § 52D.

ARTICLE 26 - CORI and CHRI

26.1 The following applies to Criminal Offender Record Information ("CORI") checks pursuant to chapter 385 of the Acts of 2002, as from time to time amended.

26.1.1. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause or required by law.

26.1.2. A copy of a CORI report will be available to the employee upon request.

26.1.3. An employee may notify the Superintendent that he/she intends to challenge the results of the CORI check.

26.1.4. All CORI reports will be maintained in the Superintendent's office in separate confidential files.

26.1.5. The Superintendent or other administrator in his/her central office as designated by the Superintendent will be the only persons authorized to request CORI checks.

26.1.6. Failure of a employee after written request to sign and return to the Superintendent's office within 21 calendar days such forms as are necessary or advisable to comply with the CORI shall be deemed to be and will constitute just cause for dismissal from the employ of the District under this collective bargaining agreement and Massachusetts General Laws, Chapter 71.

26.2 The following applies to Criminal History Record Information ("CHRI") checks pursuant to M.G.L. c 71, §38R, as from time to time amended, including state and national fingerprint-based criminal background checks, to determine the suitability of employees for employment and continued employment by the District.

26.2.1. CHRI checks will be conducted as required by applicable law.

26.2.2. A copy of the CHRI report will be available to the employee upon request.

26.2.3. The Superintendent shall make a suitability determination concerning whether anything contained in the employee's CHRI renders the individual unfit for employment. If the employee disputes the Superintendent's suitability determination, the employee's sole recourse is to request the Massachusetts Department of Elementary and Secondary (DESE) make a suitability determination. DESE's suitability determination shall be final as to all parties.

26.2.4. All CHRI reports will be maintained and destroyed in accordance with applicable law.

26.2.5. The Superintendent or other administrator in his/her central office as designated by the Superintendent will be the only persons authorized to request CHRI checks.

26.2.6. The employee shall pay all costs of fingerprinting and CHRI. The employee shall not be excused from his/her regular duties to be fingerprinted.

26.2.7. Failure of a employee after written request to sign and return to the Superintendent's office within 21 calendar days such forms as are necessary or advisable to comply with the CHRI shall be deemed to be and will constitute just cause for dismissal from the employ of the District under this collective bargaining agreement and Massachusetts General Laws, Chapter 71.

ARTICLE 27 - ELECTRONIC INFORMATION

The District has adopted an Internet Use Policy. Each employee and the Association agree to abide by the terms of such policies as it may from time to time be revised by the District's School Committee and shall upon demand by the Technology Administrator and/or a Principal give all of his/her passwords to the Principal.

ARTICLE 28 - CONTINUOUS ABSENCE

Notwithstanding any provision of this Agreement, an employee continuously absent from work for whatever cause in excess of 120 calendar days exclusive of leave granted under this Agreement will be deemed to be no longer employed by the District and any rights of said employee under the terms of this Agreement shall be null and void.

ARTICLE 29 - EXPRESS PROVISION

A practice which is contrary to any express provision of this collective bargaining agreement shall not establish a past practice and such express provision may be utilized or enforced, as the case may be, to the fullest extent permitted by the language of such provision at any time.

ARTICLE 30 - DENTAL INSURANCE

For employees who are employed to work 20 or more hours per week, the District will pay 50% of the cost of such dental benefit plan as is selected each fiscal year by the District.

ARTICLE 31 - EVALUATION

- A. Each unit member will be evaluated once in each academic year. Evaluations will be in written form and be conducted openly and with full knowledge of the employee. The annual evaluation will consist of a self-evaluation as well as the supervisor's evaluation.
- B. All evaluations will be prepared in two (2) copies. Each employee will receive one (1) copy of the evaluation during a post evaluation conference with his/her supervisor.
- C. Evaluations will be conducted and prepared by an appropriate member of the administration.
- D. Evaluations will be completed and copies provided by June 15th of each academic year. The evaluation of June 15th will make a specific recommendation on continued employment.
- E. Employees will have ten (10) days from the receipt of the evaluation to make any written comments regarding their evaluation. Any such comment will be attached to the evaluation and placed in the individual's personnel file.
- F. Employees shall sign their evaluation, given with the understanding that their signature does not imply agreement with the contents of the evaluation.

ARTICLE 32 - DURATION AND RENEGOTIATION

This agreement will be effective as of July 1, 2024, and remain in full force and effect through June 30, 2027. Both parties agree that on or about February 1, 2024, they shall meet to commence negotiating an agreement to become effective on the expiration of this agreement. The parties agree that terms and conditions of this agreement shall remain in force and effect passed June 30, 2027 until a successor agreement is voluntarily negotiated by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

HOOSAC VALLEY REGIONAL SCHOOL COMMITTEE

By _____ Date: _____
Adam Emerson, Chairman

ADAMS-CESHIRE SECRETARIAL ASSOCIATION

By _____ Date: _____
Its President

SCHEDULE A

FY25

GRID FY25

YEARS	RATE
1 - 3	\$ 20.79
4 - 6	\$ 21.21
7 - 9	\$ 21.85
10+	\$ 22.51

FY26

3.5%

GRID FY26

YEARS	RATE
1 - 3	\$ 21.52
4 - 6	\$ 21.95
7 - 9	\$ 22.61
10+	\$ 23.41

FY27

3.0%

GRID FY27

YEARS	RATE
1 - 3	\$ 22.16
4 - 6	\$ 22.61
7 - 9	\$ 23.29
10+	\$ 24.23
*additional .5% step 10+	