

Contract

for the

FITCHBURG PUBLIC SCHOOLS

CLERICAL ASSOCIATION

July 1, 2018 – June 30, 2021

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ARTICLE I
INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the School Committee and the Association, to provide for the operation of our school buildings under methods which will further to the fullest extent possible the safety, welfare and health of the school children of the City of Fitchburg under conditions which will insure economy of operation, quality and quantity of performance.

By the consummation of the Agreement the parties seek to continue and promote harmonious relations and mutual cooperation between the Committee and the Association; to formulate work rules to govern the relationship; to set forth the agreement of the parties with respect to rates of pay, hours of work and condition of employment under which members represented by the Association perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the educational system of the City of Fitchburg. In seeking to achieve those goals, the parties acknowledge that the Committee has and must retain complete authority over the policies and administration of the schools which it exercises under law, except as expressly modified by a specific provision of this Agreement.

ARTICLE II
AGENCY FEE/RECOGNITION/DEFINITIONS

SECTION 1

The Fitchburg School Committee establishes as a condition of employment, that any employee *who* shall not be a member of the Association within thirty (30) days of the initial date of employment by the Fitchburg School Department shall, within thirty (30) days thereafter pay the employee's agency service fee; such fee shall be 90% of the total local, state and national dues less expenditures for political activities; or authorize the Treasurer of the City of Fitchburg, in writing, to deduct the same from such employee's payroll and transmit the amount so deducted to the Treasurer of the Fitchburg School Clerks Association; and failure of the employee to do so shall terminate his/her employment by the Fitchburg School Department. Nothing herein shall be construed as forcing an employee to become a member of any union or employee association.

The Fitchburg School Clerks Association agrees to indemnify and save Fitchburg School Committee or any other agency of the City of Fitchburg, including but not limited to the City Treasurer or any other affected city official or city department harmless against any and all claims, suits or other forms of liability, including any legal fees and costs related thereto, arising out of deductions of any agency service from an employee's pay or out of application of this article. The Association agrees to assume full responsibility for the disposition of monies so deducted or collected once they have been turned over to the Treasurer of the Association, who shall then provide such information to the City Treasurer as may be required by the City Treasurer under M.G.L. Chapter 180, Section 17G.

SECTION 2

Subject to any applicable provisions of State or Federal Law or regulation now or hereinafter in effect, the Fitchburg School Committee (herein referred to as the "COMMITTEE" or the "EMPLOYER") recognize the Fitchburg Public Schools Clerical Association (herein referred to as the "ASSOCIATION " or the "EMPLOYEES") as the sole and exclusive collective bargaining agent with respect to wages, hours and terms and conditions of employment for school clerks, all principal and senior clerks excluding all other school department employees.

SECTION 3

The Committee will not aid, promote, or finance any labor groups or organizations which purport to engage in collective bargaining, or make any agreement with any such groups for the purpose of undermining the Association or changing any condition contained in this Agreement.

SECTION 4

This Agreement is a complete agreement between -the parties covering all mandatory subjects of bargaining. To the extent that any rule or regulations of the Committee shall be in direct conflict with the terms of this Agreement, then the terms of this Agreement shall govern.

All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to bargain with the Association concerning any modifications or additions which are to be effective during the term hereof. No change or modification of this Agreement shall be binding upon the Committee or the- Association unless reduced to writing by their duly authorized representatives.

SECTION 5

This Agreement includes all members of the clerical staff of the Fitchburg Public Schools, excluding those individuals designated confidential employees. Confidential positions are: Principal Clerk-Personnel Office, Accounts Manager -Payroll Business Office, Secretary to-the Superintendent, Principal Clerk Central Office, Senior Clerk-Superintendent Office, Secretary-Personnel Office, Secretary to Supervisor of Building Maintenance, Accounts Payable Clerk-Business Office, and Bookkeeper-Business Office.

ARTICLE III RIGHTS OF ASSOCIATION

SECTION 1

The Association shall designate collective bargaining representatives and grievances representatives whose name shall be forwarded to the Committee. The Committee will recognize such representatives in their respective capacities so long as the designation: from the Association -remains in effect. An employee may set an appointment to review their employee file with Human Resources by submitting a request in writing to the Superintendent / Human Resources with at least 48 hours advance notice.

SECTION 2

There shall be no discrimination, interference, restraining or coercion by the Committee or the Association against the employee because of membership or non-membership in the Association. The Association agrees to represent all employees covered in the unit and to admit said persons to membership subject only to payment of periodic dues or fees. There shall be no discrimination by either party to the employee because of race, color, creed, age or sex.

SECTION 3

Any employee may see his personal file by going to the Superintendent of Schools or designee and asking to see it by appointment.

ARTICLE IV
DUES DEDUCTION

The Committee agrees that, in accordance with the provisions of Chapter 180, Section 17, it will deduct membership dues from the wages of any employee in the unit who has voluntarily submitted an appropriate authorization card.

The Committee will incur no liability for loss of dues monies after depositing same in the United States Mail properly addressed to the Secretary-Treasurer of the Association.

The Association shall indemnify and save the Committee and/or the City of Fitchburg harmless against all claims, suits or other forms of liability which may arise by reason of any action taken in making deductions, and remitting the same to the Union pursuant to this Section.

An employee may withdraw his/her authorization to deduct dues by giving sixty (60) days' notice to the Treasurer of the Clerks Association.

ARTICLE V
RIGHT OF COMMITTEE

The Committee is a public body established under and with the power provided by the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Fitchburg charged with the responsibility for the quality of education and the efficient and economical operation of the Fitchburg School system, it is acknowledged that the Committee has the final responsibility of establishing all rules and regulations of the Public Schools of Fitchburg.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth, or the rules and regulations of any agency of the Commonwealth. Except as expressly modified herein, said rights and powers, include, but in no way are construed as limited to, the subjects mentioned in the "Table of Contents" in this Agreement.

As to every matter not expressly covered by this Agreement and except as directly modified by a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers and responsibilities that it has or may hereafter be granted by law, and may exercise the same at its discretion without such exercise being made the subject of a grievance arbitration proceeding

ARTICLE VI
GRIEVANCES

SECTION 1

Subject to the provisions of Article VI, a grievance shall be defined as a complaint by the Association's Grievance Committee in the unit covered by this Agreement that the employee has been subject to a direct violation of an express provision of this Agreement. Before a formal grievance is filed under Section 2, an earnest effort shall be made to adjust such grievance immediately and informally by a conference between the employee, the Association representative and the immediate supervisor.

SECTION 2

A grievance must be represented within seven (7) working days of the time of the occurrence of the alleged contract violation and must be processed in accordance with the steps, time limits and conditions set forth below:

Step 1 - The Association shall represent the grievance in writing to the Supervisor of the building in which he/she is employed. The grievance must state the specific provision of the Agreement which is alleged to have been violated. The Supervisor shall attempt to adjust the matter and shall give his/her answer within seven (7) working days. In the event the Supervisor is not involved with the specific grievance, he/she will immediately refer the matter on to

Step 2 - Be presented in writing to the Superintendent of Schools or his Designee, within seven (7) days after the answer of the Supervisor is due. The matter shall be investigated and a meeting set up within ten (10) working days of the receipt of the written grievance. The Superintendent shall respond in writing to the grievance within seven (7) working days after such meeting. If the matter is not satisfactorily settled at this Step, it may

Step 3 - Be appealed in writing to the Superintendent and when appropriate to the School Committee within seven (7) working days

The Committee or its designated representatives and the employee together with a representative of the Association shall meet to discuss the grievance as promptly as possible, normally within fourteen (14) days of the reference to the Committee. The School Committee will give its written answer to the grievance within the ten-(10) days following the conclusion of that meeting. If no satisfactory settlement of the grievance is made at this Step, it may

Step 4 - Be submitted to arbitration within seven (7) working days after the Committee's answer is due. The appeal to arbitration shall be initiated by submitting a written notice of the intention to arbitrate within the period of fifteen (15) working days and shall be governed by the procedures set forth in Article VII.

SECTION 3

A grievance not initiated within the time limits specified shall be deemed waived. Failure of a party to appeal a decision within the time limits specified shall mean that the grievance is considered settled on the basis of the decision last made and shall not be eligible for further appeal.

In the event that the principal, supervisor or School Committee shall fail to answer an appeal within the time limits specified, the grievant shall have the right to take the grievance to the next step immediately.

The above time limitations may be amended or waived by mutual written agreement of the parties.

SECTION 4

No reprisals of any kind will be taken by the Committee or any member of the administration or by the Association against any participant in the grievance.

ARTICLE VII
ARBITRATION

SECTION 1

In the event either party elects to submit a grievance to arbitration, the Superintendent and the Association shall attempt to mutually select an arbitrator.

If the Superintendent and the Union have not agreed within five (5) working days after written notice set forth above of the intention to arbitrate, then the party demanding arbitration shall request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association.

SECTION 2

The fees of the American Arbitration Association, if any, and the fees of the arbitrator and the expenses of any required hearings shall be equally shared by the Committee and the Association. Each party shall bear the expenses of its own witnesses, participants, and for the presentation of its own case. In no event shall any member of the Committee have a personal obligation for any payment under the provisions of this Agreement.

SECTION 3

The arbitrator's award shall be in writing and shall set forth his/her findings of fact with reasons and conclusions.

The arbitration shall arrive at his/her decision solely upon the facts and evidence and conditions presented by the parties through the arbitration procedure.

The arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principles that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein.

Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association and shall be binding upon the Committee, the Association and any employee or group of employees who initiated the grievance.

SECTION 4

The parties may mutually agree to submit more than one pending grievance to the same arbitrator.

ARTICLE VIII
SICK LEAVE

SECTION 1

All (52) week Clerical Employees shall be granted (15) sick days per year; sick leave available to part-time employees will be pro-rated, consistent with their work schedule. Those employees employed prior to July 1, 1998 shall have unlimited sick leave accumulation. Those employees employed after July 1, 1998 shall be limited to 230 days accumulation. All employees shall be credited with their (15) days sick leave on July 1st of each year. The School Committee agrees to pay each permanent employee covered by this agreement, or her/his designated beneficiary, an amount of money equivalent to 25% of such employee's accumulated sick leave on the date of her/his death or retirement, but in no event more than \$7,500. A day's pay for purposes of

this paragraph, shall be computed at 1/5 the employee's regular weekly pay on the date of their retirement or death.

A doctor's certificate at the expense of the employee, may be required by the Superintendent if an employee is absent from work for seven (7) days in a calendar year or if the Superintendent has reasonable cause to believe the employee may be abusing their sick leave.

An employee on sick leave must provide supporting documentation to Human Resources every 45 days with an estimated return to work date included in the supporting medical documentation.

SECTION 2

Consistent with the provisions of the Family Medical Leave Act, bargaining unit members are eligible for all relevant entitlements and leaves to attend to family medical emergencies and/or situations. Sick leave with pay is intended primarily to cover the employee's own incapacitation due to sickness or injury, however, up to six (6) days annually may be used in order to attend to illnesses in the member's immediate family.

ARTICLE IX SICK LEAVE BANK

SECTION 1

A sick Leave Bank will be maintained for use by qualified members who have accumulated 20 days and whose sick leave accumulation is exhausted through prolonged illness or accident and who require additional leave to make full recovery from an extended illness.

SECTION 2

Each member of the bargaining unit shall submit one (1) sick day of their personal accumulation to the Sick Leave Bank, for each fiscal year, up to a maximum Sick Leave Bank accumulation of 230 days. These days are to be utilized by, unit employees who qualify and who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious illness.

SECTION 3

Employees shall not qualify for consideration of extended illness leave within the framework of the Sick Leave Bank unless they have accumulated at least twenty (20) sick leave days as of the beginning of the applicable fiscal year (after the submission required by Section 2).

SECTION 4

Sick Leave bank days shall only be available if a sick leave bank applicant has exhausted all accrued sick leave, personal leave and vacation leave.

SECTION 5

The Sick Leave Bank shall be administered by a Sick Leave Bank committee consisting of two (2) members designated by the School Committee (not covered by another bargaining unit) to serve at its discretion and two (2) members designated by the Association.

SECTION 6

Applications for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for the anticipated extent of extended recovery time from the illness.

SECTION 7

Application for benefits may be made prior to the employee's exhaustion of his own personal sick leave to expedite benefits, but drawing upon the Bank will not actually commence until the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) consecutive school days.

SECTION 8

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

SECTION 9

Upon completion of the thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need of the applicant.

SECTION 10

Subject to the foregoing requirements, the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted the following general criteria shall be considered by the Committee in administering the Bank and in determining the amount of leave: 1) medical evidence of serious extended illness; 2) prior utilization of eligible sick leave and compliance with Article IX, Section 3.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

No days may be withdrawn from the Sick Leave Bank for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay home to care for other members of the family and in no instance may days be withdrawn for purpose of maternity.

SECTION 11

Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement on the same basis as other employees.

SECTION 12

If the Sick Leave Bank is exhausted or falls below the 230-day ceiling, it shall be renewed by the contribution of one (1) additional day of sick leave by each eligible member of the staff covered by this Agreement from their annual allotment of sick leave. If the number of days needed to replenish the Sick Leave Bank to its 230-day ceiling is less than the total number of bargaining unit members, sick days will be deducted on a rotational basis from the individual members of the bargaining unit. (Rotation will be based on seniority, with the least senior being first.)

SECTION 13

Use of Sick Leave Bank days must be continuous unless approved by the Sick Leave Bank Committee.

ARTICLE X
PERSONAL LEAVE

All (52) week Clerical Employees who do not use sick leave shall be granted personal leave without loss of pay up to six (6) days per fiscal year cumulative to six (6) days in accordance with the following:

- a) For each calendar month where no sick time has been used, each employee shall be granted, exclusive of sick leave contribution; one half (1/2) day of personal leave without loss of pay.
- b) If any Clerical Staff has accumulated six (6) days of personal leave, then five (5) days may be sold back to the School Department with one (1) day carry over. Employees are permitted to sell back one to five days at any time, once an employee has accrued six (6) personal days.
- c) Ten (10) month Clerical employees who do not use Sick Leave shall be granted personal leave without loss of pay up to (5) days per fiscal year cumulative to five (5) days in accordance with the following:
- d) For each calendar month where no sick leave has been used, each employee shall be granted one half (1/2) day of personal leave without loss of pay. Part-time employees will be prorated relative to sick leave.

ARTICLE XI
HOLIDAYS

SECTION 1

All employees covered by this Agreement shall be paid seven (7) hours' pay at straight time wage on the following holidays (whenever they fall on or are observed on a regular workday):

½ day before New Year's	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
½ day of Good Friday	Day after Thanksgiving Day
Patriot's Day	½ day before Christmas
Memorial Day	Christmas Day
Independence Day	

In the event a holiday falls during an employee's vacation period, he/she will receive an additional day's vacation.

ARTICLE XII
VACATIONS

Each 12 month employee, continuously employed by the School Department shall be granted a vacation of not less than two (2) weeks (10 working days) with pay in each fiscal year, if he/she actually worked for the School Department thirty (30) weeks in the aggregate during the twelve months preceding the first day of July each year. Newly hired 12 month employees shall, upon the one (1) year anniversary of employment be granted

0.833 vacation days per month for each month from their anniversary date through June. Effective July 1, each 12 month employee shall be granted two (2) weeks (10 working days) vacation for the current fiscal year.

Each 12-month employee, continuously employed by the School Department for five (5) years through nine (9) years shall be granted annual vacation of not less than three (3) weeks (15 working days) without loss of pay.

Each 12-month employee, continuously employed by the School Department for ten (10) years shall be granted annual vacation of not less than four (4) weeks (20 working days) without loss of pay.

Each 12-month employee, continuously employed by the School Department for fifteen (15) years shall be granted annual vacation of not less than five (5) weeks (25 working days) without loss of pay.

Each 10-month employee, continuously employed by the School Department for five (5) years through nine (9) years shall be granted annual vacation of not less than 12.5 working days without loss of pay.

Each 10-month employee, continuously employed by the School Department for ten (10) years shall be granted annual vacation of not less than 16.5 working days without loss of pay.

Each 10-month employee, continuously employed by the School Department for fifteen (15) years or more shall be granted annual vacation of not less than 21 working days without loss-of pay.

Members of the Association will after 20 years be given a sixth week vacation in money only. Bargaining unit members must submit a written request to the Administrator of Human Resources for payment of the sixth vacation week.

These vacation days should generally not be taken during the school year when pupils are in attendance. Vacation plans should be worked out with the immediate superior and plans communicated to the Administrator of Human Resources.

Vacations must be taken in a fiscal year in which they are awarded except that an employee may carry forward one week of their vacation from a previous fiscal year to the next fiscal year. Exceptions to this rule may be granted by the Superintendent of Schools.

ARTICLE XIII LONGEVITY

The School Department agrees to pay annually, prior to June 30 of each year the following amount of money to each employee, for his/her years of service. (Years of service to be computed at the commencement of the applicable fiscal year) ,

<u>YEARS OF-SERVICE</u>	<u>PAYMENT</u>
9-14 years	\$312.00
15-19 years	\$468.00
20-24 years	\$624.00
25-29 years	\$780.00
30 + over	\$936.00

Longevity payments shall be prorated on a weekly basis for those persons who are retiring.

ARTICLE XIV
VACANCIES

A vacancy is an opening caused by promotion, death, retirement, resignation, transfer, discharge or the availability of a new position.

- a) When a position covered by this Agreement becomes vacant and is to be filled, notice of such vacancy shall be posted for 14 days.
- b) The Superintendent may make special adjustments in pay and positions within the departments when such needs arise. Notice will be given to the Association as to the reason for this action.
- c) Those individuals presently holding Civil Service classification will retain that designation for the duration of their employment, effective July 1, 1997.
- d) In filling such vacancies, priority will be given to the bargaining unit applicants before being filed by a new hire.

ARTICLE XV
OVERTIME

Overtime is to be discouraged and must be approved in advance by the Superintendent or designee. Flexible hours must be arranged with the immediate supervisor. Hours worked over 7 hours per day and or 35 hours per week will be compensated at time and one half, but, at the employee's option, such time may be accrued as compensatory time at the same time and one half rate. Employees who accrue compensatory time must obtain approval to take such time from their supervisor. Employees who accrue compensatory time must use such accrued time by the December after the Fiscal Year in which such time was accrued or such accrued time will be paid out as overtime. In the event an employee was unable to take such accrued compensatory time through no fault of their own, the employee shall be permitted to retain that compensatory time through December of the next Fiscal Year.

ARTICLE XVI
BEREAVEMENT DAYS

In the event of each case of death in the immediate family of an employee, he/she will be granted, at his/her request, reasonable necessary time off, on the days prior to the funeral, on the day of the funeral, and/or on the days after the funeral. Such leave will be without loss of pay to the extent set forth in the following schedules:

1. Death of a spouse, child, grandchild, parent, brother or sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, domestic partner, or relative living in the same household:
Up to three (3) school days without loss of pay.
2. Death of an aunt, uncle, niece, or nephew:
One (1) day without loss of pay.

ARTICLE XVII

TUITION

With the approval of the Superintendent or Designee; prior to enrollment; any books and tuition shall be paid if the passing grade is A, B, or C in any job related course. Limit \$250.00 each employee each year.

ARTICLE XVIII SNOW DAYS

Snow days must be worked unless parking lots are not plowed, or the buildings are cold. In any of these events, the Superintendent will alert the Principal and clerical members (by e-mail) that the staff should not report and for that day they would receive the day with pay.

ARTICLE XIX JURY DUTY

SECTION 1

In the event that any employee covered by this Agreement is required to perform and does perform jury service, and in the event that the total weekly earnings of the employee, including compensation for work performed for the City of Fitchburg and compensation for jury service is less than his regular compensation for full-time employees, the Committee agrees to pay to the employees the difference between their actual weekly earnings and what he/she would have earned if he/she had performed such number of hours of work for the Committee.

SECTION 2

As a condition of receiving such payment, employee agrees that if during jury service he/she is discharged for the day during regular working hours, he/she will report to the Superintendent of Schools or his designee for such work as may be signed.

SECTION 3

An employee performing such jury service who desires the benefit of this Article shall be required to present weekly to the School Department a certificate signed by the Clerk of Courts or other proof reasonable satisfactory to the Superintendent as to the time spent by the employee in such jury service during the week and the amount of compensation received therefor.

SECTION 4

Absence for jury duty shall not count in calculating absence limitation under other Sections, the salary paid by the Fitchburg Public Schools during such absence shall be at the regular rate, less the fee paid by the courts for such duty. Employees called to Jury Duty must provide documentation from the court or a signed statement from the employee that an attempt was made to schedule jury duty during non-school time.

ARTICLE XX MILITARY LEAVE

SECTION 1

The Committee will comply with all State and Federal Leave with respect to mandatory military leave of absence.

SECTION 2

Employees who are required to perform active duty for training will do so during the months of July and August except when the necessity of the Government makes other demands absolutely necessary. In such instances they

will be granted necessary leave of up to seventeen (17) days per school year and will receive the difference between their regular pay and that which they receive from the State or Federal Government.

ARTICLE XXI
WORKERS COMPENSATION

Any employee when disabled by an accident or injury arising out of his/her employment is entitled to file for benefits under the Workers' Compensation. Any injury must be reported forthwith to the Superintendent/Director of Building Maintenance. The report of injury shall be completed in triplicate, one copy shall be retained in the employee's personnel file and two copies forwarded to the Workers' Compensation Agent for the City of Fitchburg as soon as possible. Report accidents to: Superintendent, Administrator of Human Resources, or Supervisor of Building Maintenance.

When covered by the Workers' Compensation Act, a member of the unit may also elect to receive sick leave payments to the extent permitted by General Law, Chapter 152, Section 69 whereby such sick leave will be chargeable pro rata against accumulated sick leave and whereby the amount, when added to Workers Compensation benefits does not exceed his/her full salary wages.

In instances where accumulated sick leave is exhausted, the member of the unit will only receive the applicable Workers' Compensation benefits.

ARTICLE XXII
WAGES/SALARY/EVALUATION

All new hires will be placed on the entry-level step (Step) 1 of the appropriate wage scale. If for some compelling reason the hiring authority believes that it is necessary to depart from this practice, written notice will be given to the President of the Association explaining the reasons for so doing. In no instance, however, will a new hire be placed beyond Step 2 of the appropriate wage scale.

All bargaining unit members will advance to subsequent steps of the appropriate wage scale on an annual basis. This provision will be applied uniformly to all members of the bargaining unit effective July 1st of each contract year.

See Appendix A – Salary Schedules
See Appendix B – Evaluation Form

ARTICLE XXIII
TRAVEL REIMBURSEMENT

Previously approved travel and documented expenses will be reimbursed at a rate established by the city ordinance.

ARTICLE XXIV
ANNUITY

Full-time clerical employees are eligible to participate in the tax deferred annuity program as established by the City Treasurer's Office.

ARTICLE XXV
SENIORITY/REDUCTION IN FORCE/RECALL

SECTION 1

In the event that it becomes necessary to reduce the number of employees covered by this agreement, seniority will be a factor in determining this reduction, however, it will not be the only factor. Performance, knowledge of the position, attendance and demonstrated skills associated with job performance will also be factors.

SECTION 2

Seniority will be defined as the total number of prorated years employed by the Fitchburg School Department. Therefore any prior employment by the Fitchburg School Department in such departments as food service, classroom instruction or others will be applicable in determining seniority status. Any unpaid leave of absence will not be applicable in determining seniority status.

The parties agree that the District shall no longer be required to provide individual updates to employees about their benefit accruals and that in place of that obligation, the District has implemented the ability of all bargaining unit members to access this data through the District's X2 and companion data systems, including wage and step information.

SECTION 3

The Committee usually follows a progressive discipline approach to matters of misconduct or poor performance. Examples being: verbal counseling to written reprimands. The Committee also usually utilizes corrective action plans (CAPs), if the committee deems that one is necessary or appropriate to help employees improve and meet job performance expectations. Misconduct matters are different than performance matters. Therefore progressive discipline regarding misconduct matters usually consist of more severe penalties for repeat offenders. However, and depending upon the circumstances and how serious the misconduct is, or how poor the performance is, the committee can impose immediate discharge if deemed appropriate.

SECTION 4

Job Classifications

<u>Employee Type</u>	<u>Work Schedule</u>	<u>Earns and/or Receives</u>
52 WEEK	12 Month	Personal time, Sick time, Vacation time and Holidays
48 WEEK (Nutrition Services)	11 Month	Personal time, Sick time, Vacation time and Holidays
44 WEEK	10 Month + (5 days before school year starts + 5 days after school year ends)	Personal time, Sick time, Vacation time and Holidays
38 WEEK/190 DAY	180 school days +(5 days before school year starts + 5 days after school year ends)	Personal time, Sick time Only

Note: a breakdown of secretarial responsibilities to assist the Student Program Support Administrator at each school was agreed upon and implemented for the beginning of the 2014/2015 school year.

ARTICLE XXVI
PROFESSIONAL DEVELOPMENT

The Fitchburg School Committee and the Administration of the Fitchburg Public Schools are committed to pursuing appropriate professional development opportunities for all bargaining unit members. Accordingly, professional development programs will be made available to bargaining unit members through either in-service education programs or through off-site conferences or workshops. These programs may include, but not be limited to, such topics as: school safety, legal issues impacting clerical personnel, office technology and regulations regarding student records. The school department agrees to assume registration and travel costs for approved off-site programs.

ARTICLE XXVII
SURVIVOR BENEFIT

In the event of the death of an actively employed bargaining unit member with 10 or more years of service to the Fitchburg School Department, the Fitchburg School Department agrees to pay to the designated beneficiary or estate of said individual an amount of money equal to what that individual would have been eligible to have earned for the remainder of that contract year (July 1 to June 30).


ARTICLE XXVIII
WORK YEAR

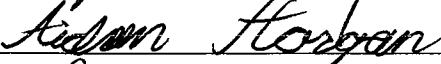
Twelve (12) month employees may voluntarily request a reduction in the duration of their work year from twelve (12) months to ten (10) months with a corresponding reduction in wages. Such requests will be for one (1) year periods for the mutual benefit of employee and employer.

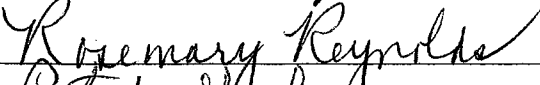
CONTRACT AGREEMENT


Agreement to the Contract between the Fitchburg Public Schools Clerical Association and the Fitchburg School Committee. Period of Contract to be covered: July 1, 2018 through June 30, 2021.

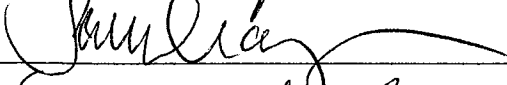
For the School Committee

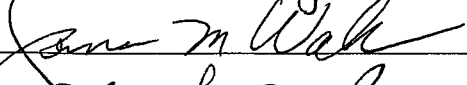










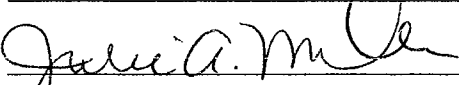


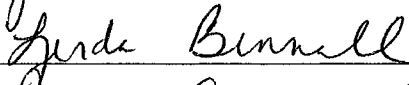


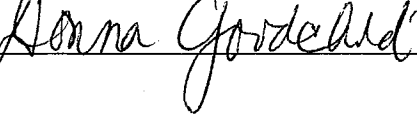


For the Fitchburg Public Schools Clerical Association









Date _____

Date March 14, 2019

Appendix A – FPS Clerical Wage Scale 07.01.2018 to 06.30.2021

12-Month Clerical Wage Scale 07.01.2018 to 06.30.2021

	<u>FY19 (2.5%)</u>	<u>FY20 (2.0%)</u>	<u>FY21 (1.5%)</u>
Principal Secretary			
Step 1	\$ 41,707	\$ 42,541	\$ 43,179
Step 2	\$ 43,411	\$ 44,279	\$ 44,943
Step 3	\$ 45,893	\$ 46,811	\$ 47,513
Step 4	\$ 48,096	\$ 49,058	\$ 49,794
Step 5	\$ 52,050	\$ 53,091	\$ 53,888
Senior Secretary			
Step 1	\$ 37,749	\$ 38,504	\$ 39,082
Step 2	\$ 38,707	\$ 39,481	\$ 40,074
Step 3	\$ 41,219	\$ 42,044	\$ 42,675
Step 4	\$ 43,491	\$ 44,361	\$ 45,026
Step 5	\$ 45,876	\$ 46,794	\$ 47,496
Network Specialist			
Step 1	\$ 47,380	\$ 48,328	\$ 49,053
Step 2	\$ 49,224	\$ 50,209	\$ 50,962
Step 3	\$ 51,902	\$ 52,940	\$ 53,734
Step 4	\$ 54,282	\$ 55,368	\$ 56,198
Step 5	\$ 58,553	\$ 59,724	\$ 60,620
Computer/System Technician			
Step 1	\$ 42,751	\$ 43,606	\$ 44,260
Step 2	\$ 43,846	\$ 44,723	\$ 45,394
Step 3	\$ 46,716	\$ 47,650	\$ 48,365
Step 4	\$ 49,311	\$ 50,297	\$ 51,051
Step 5	\$ 52,038	\$ 53,079	\$ 53,875

190-Day Clerical Wage Scale 07.01.2018 to 06.30.2021