

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**GREATER NEW BEDFORD REGIONAL VOCATIONAL TECHNICAL  
SCHOOL DISTRICT**

**And**

**GREATER NEW BEDFORD EDUCATORS UNION  
(UNIT B – TEACHING ASSISTANTS)**

**July 1, 2021 to June 30, 2024**

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## AGREEMENT

This Agreement is made between the Greater New Bedford Regional Vocational Technical School District (the “District”) and the Greater New Bedford Educators Union, Unit B (the “Union”).

### Article 1 RECOGNITION

- A. The District recognizes the Union as the exclusive representative for purposes of collective bargaining on all matters subject to negotiation pursuant to M.G.L.ch.150E including wages, hours and other terms or conditions of employment for all those employed by the District pursuant to the Department of Labor Relations in Case No. WMAM-20-8050: All full-time and regular part-time Teaching Assistants employed by the Greater New Bedford Vocational High School District, but excluding all managerial, confidential, casual and other employees of the District.
- B. Regular part-time employees shall be covered by the Agreement to the extent it is applicable and shall receive all pay and benefits pro-rata based on FTE and according to applicable law. Other provisions of this agreement setting conditions of employment for part-time employees may not be applied as written but will be applied only to the extent consistent with the duties, work year, work week and workday schedules associated with the part-time position as set forth in the job description.
- C. Unless otherwise indicated, the employees of the above unit will be referred to as Teaching Assistants and reference to Teaching assistants will include the pronouns “they” or “their” where appropriate.

### Article 2 MANAGEMENT RIGHTS

- A. Except as abridged or modified by a provision of this Agreement, the District, and such other officials as may be authorized to act on its behalf, retain all rights and powers granted to the by law including the right, responsibility, and prerogative to direct the operations of District in all aspects.
- B. By the way of example, but not limitation, management retains the following rights: to determine the mission, budget and educational policy of the District; to determine the organization of the District, and the number types or grades of employees assigned; to determine whether work will be performed by bargaining unit personnel, other employees, or outside contractors, regardless of whether such work was formerly performed by such personnel; to establish policies, rules and regulations, enforce existing rules, regulations and policies and to add to or modify policies, rules and regulations; to make all determinations involving or affecting the hiring, promotion, assignment, direction, and transfer of personnel; to determine the number hours, days and duties assigned to particular titles or positions; to establish new titles and to reorganize positions in the school to meet the needs of the District; to determine the types and numbers of programs to be provided and to determine the types, qualifications and numbers of staff required for such programs; to take actions necessary to comply with federal or state law, regulations or mandates; to establish work hours and school

day and year schedules; to determine the equipment or technology to be used, and clothing to be worn in the performance of duty; to establish and determine qualifications, fitness and ability to perform work; to create and amend job descriptions; to lay off employees in the event of lack of work, funds or enrollment; to take actions necessary to carry out its responsibilities in situations of emergency; to determine all measures to maintain the security of the school and its students, staff, officials, and guests; to dismiss, demote, suspend or otherwise discipline employees; and to take steps to investigate alleged wrongdoing and to require the cooperation of all employees in investigations (e.g., providing statements or answering questions about matters observed that are under investigation).

- C. The failure to exercise any management right shall not be deemed a waiver. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to any further bargaining obligation.
- D. In the event that the District proposes School Committee policies or handbook provisions that impact the rights of unit members, the District shall notify the Union, and upon request meet to bargain the impacts for up to 60 days prior to implementation (except where an emergency or legal mandate requires sooner implementation). The parties may continue to bargain post implementation if unable to complete impact bargaining prior to implementation.

### **Article 3      COMPENSATION**

#### **A. Employee Pay**

1. Employees shall be paid bi-weekly by electronic deposit, to the financial institution of their choosing, based upon the wage rates set forth in Appendix A.
2. Regular pay for full time employees will be computed based upon an annualized salary based upon 205 days at the employee's regularly scheduled hours worked. Pay period adjustments will be made to reflect additional time worked, or shortages, for example, where an employee is in a no pay status for all or part of a pay period.
3. The District reserves the right to require additional workdays which would be compensated at the employee's regular hourly rate set forth in the applicable wage scale.
4. If employee leaves employment during the school year, the employee shall be entitled to a prorated share of the employee's annualized salary based on the period of service in relation to the number of days in the work year, minus the compensation already paid. If the employee has been paid more than indicated (exclusive of overtime and pay for additional hours not included in the annualized salary) the overage will be withheld from the employee's final pay; if the employee has been paid less, the shortage will be made up in the final pay. An employee's entitlement to holiday benefit days (days paid but not worked) accrues pro rata during the work year so that there is no entitlement to payment for those days beyond that described above.

- B. Employees are free to apply for extracurricular coaching and advisory opportunities. The District shall have complete discretion regarding the application process and the selection and retention of employees as coaches and advisors. Compensation for extracurriculars

may be pro-rated or eliminated if the job is not completed or not performed. The parties agree to cooperate to ensure that the District meets all legal obligations regarding extracurricular opportunities.

- C. Teaching Assistants shall be paid at the rate of one-and-one half (1.5) times their hourly rate set forth in Appendix A for all hours worked in excess of forty (40) in a week in their role as a Teaching Assistant.
- D. Upon the hiring of a new bargaining unit member, the Superintendent-Director shall have the sole discretion to place the employee on the Wage Schedule based on the employee's education and experience, unless market conditions dictate the need for a higher salary.
- E. Employees must be appropriately qualified, in accordance with the job description. Employees who require licenses to be paid at an agreed rate will have their pay revised if the license is lost.
- F. After initial placement, appropriately qualified employees shall advance one (1) step on the wage scale for each full completed academic year of service, until they reach maximum. In order to get credit for a full year the employee must have worked at least 95 school days.
- G. Employees who are requesting to advance to a different column on the Salary Schedule shall notify the Superintendent-Director or designee of their intent, in writing, prior to the December 15 preceding the beginning of the school year in which the column movement is to take place. All documentation including a copy of the official transcript and syllabus of the course(s) supporting all column moves for the current school year must be submitted:
  - By August 15 for a column move in the first pay period of September.
  - By January 15 for a column move in the first pay period of February.
 If the documents are not submitted by that time, or the notice is not timely given, no column movement will take effect.
- H. The District will issue a letter to each unit member identifying the current step, column, and wage rate for the current year on or before September 15. The letter will also contain other compensation and benefit information such as accrued unused sick leave days.
- I. Longevity

Employees will receive a stipend based upon their completed years of continuous service to the District as set forth below. Years of service will be ascertained as of June 30, and longevity payments will be made in lump sum in the last pay period of June. Employees must be employed at the time of the payment to be entitled to receive the payment.

Completed Years	Amount
10	400
15	1000
20	1200
25	1400

30	1600
35	1800

#### J. Long Term Substitute Teaching

An employee who is assigned by the District to substitute for a teacher and who does so for **25** or more consecutive school days for the same teacher (performing all functions of the teacher including planning and grading) will be paid at the first step and column of the teachers' salary schedule for the remainder of the assignment. The pay will be pro-rated based upon the number of periods per day/week/cycle the employee is engaged in this activity. Use of up to 3 of sick or personal leave days will not restart the count of school days, but such use will not count as school days and leave will be paid at the Teaching Assistant's rate.

#### Article 4 GRIEVANCE PROCEDURE

- A. The term "grievance", for the purpose of this Agreement, shall mean a claimed violation or misinterpretation of a specific provision of this Agreement. Days, for the purposes of this Article only, shall mean calendar days unless otherwise specified.
- B. The parties are encouraged to engage in informal resolution of disputes by discussing them with the appropriate administrator prior to filing a grievance.
- C. All grievances filed at Step 1 and 2 of the grievance procedure shall specify:
1. Particular contract article and section violated;
  2. Facts supporting each violation in reasonable detail;
  3. Date each act or omission occurred; and,
  4. Remedy sought for each contract violation.
- D. In general, letters issued by the District are not arbitrable, even if the letter points out a performance issue with which the employee disagrees. In such a case, the employee may submit a rebuttal to the letter, which will be kept with the file copy of the letter. Such a rebuttal must be submitted within 10 days of the date the letter is delivered.
- E. Steps of the Grievance Procedure:
1. Step 1: Within 15 calendar days of the occurrence giving rise to the grievance, the Union must present the grievance to Principal. The Principal (or designee) shall answer the grievance in writing within 10 days, or if the Principal (or designee) meets with the Union to discuss the grievance, the answer shall be due 10 days after the date of the meeting. If such answer does not resolve the grievance, or the Principal (or designee) does not respond within the allotted time, the Union may proceed to the next step.
  2. Step 2: Within 10 days of the answer at Step 1, or within 10 days of the date the answer was due, the Union may file the next step grievance with the Superintendent-Director or designee, who shall within 10 days, give an answer in writing. If the Superintendent-Director or designee meets with the Union to discuss the grievance the answer shall be due 10 days after the date of

the meeting. If such answer does not resolve the grievance, the Union may proceed to the next step.

3. Step 3: Within 10 days of the answer at Step 2, or within 10 days of the date the answer was due, the Union may file the next step grievance seeking School Committee review. The grievance shall be filed with the School Committee at the District's main office, to be reviewed by the Committee at the next available meeting. The School Committee shall determine whether it will hear the grievance and if so, a hearing shall be held at which the Union shall present the grievance. Within 20 days of the hearing, the School Committee will respond to the grievance. If the School Committee chooses not to hear the grievance it shall notify the Union in writing, and that shall constitute the Step 3 response for the purpose of further appeals.
4. Failure of the Union at any step to timely appeal the denial of the grievance shall constitute a waiver of the grievance and the right to proceed further. The parties may extend timelines to dates certain by mutual written agreement. When a deadline will fall on a weekend or legal holiday the deadline shall be automatically extended to fall upon the next business day. The parties acknowledge that business may be conducted over school breaks but reasonable extensions of timelines falling during such breaks will be liberally granted.

#### F. Arbitration.

1. Within 30 calendar days after the Step 4 response, the Union may invoke arbitration by filing a demand with the American Arbitration Association ("AAA"), with a copy to the District. If the demand is not timely filed in accordance with this provision, the matter shall be considered settled on the basis of the decision last issued by the District.
2. Should an employee elect to pursue any statutory arbitration remedy regarding a suspension, including arbitration under M.G.L. c. 71, §42D, such arbitration shall be subject to the standards and procedures set forth in this Agreement. The parties agree to seek arbitration of dismissals and suspensions in accordance with the procedures set forth in this Agreement and cooperate to consolidate any statutory claim for arbitration relating to the same transaction or occurrence with the arbitration process commenced pursuant to this Agreement, so that there is only one arbitration proceeding.
3. The American Arbitration Association shall be requested to provide a list of arbitrators from which a selection shall be made in accordance with the AAA Labor Arbitration Rules. Fees and expenses for the arbitrator's services shall be shared equally by both parties. Unless otherwise agreed by the parties, the hearing locale shall be the Greater New Bedford Regional Vocational Technical High School.
4. The arbitrator shall have the authority to settle only grievances defined herein. The arbitrator shall be empowered to decide matters of procedural arbitrability and may be asked to make preliminary determinations of substantive arbitrability, provided that the parties retain the right to have substantive arbitrability determined by a court. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement. A dispute that was not raised in the grievance may not be raised for the first time in arbitration.

5. The following matters shall not be subject to grievance arbitration under this Agreement:
  - a. disputes over alleged unlawful discrimination, except discrimination based on union activity;
  - b. reassignment for non-disciplinary reasons; and
  - c. any incident which occurred or failed to occur outside of the effective dates of this Agreement.
6. The arbitrator shall be without power to make any decision in conflict with the laws of the Commonwealth of Massachusetts. The decision of the arbitrator in accordance with the Agreement shall be final and binding on both parties.

## **Article 5      WORK DAY AND WORK YEAR**

### **A. Generally**

#### **1. Work Day.**

- a. The normal workday will be 7 hours and 45 minutes (including a 30-minute unpaid lunch) with starting and ending times determined by the District and communicated in writing. Starting and ending times and work week schedules for each employee will be consistent throughout the year and may be changed with at least 30 days' notice, except in the case of an emergency as determined by the District. In case of a change notice will be provided to the affected employee and the Association.
- b. In certain circumstances, time may be added to an employee's day to meet specific student needs at the District's discretion. The employee will be compensated for the additional time at the applicable hourly rate set forth in Appendix A.
- c. Full-time employees will receive a daily 15-minute break scheduled by the supervisor with the approval of the Principal. The break will not be used to shorten the day or extend the lunch period.
- d. The District may make and implement policy regarding employee timekeeping.

2. Part-time employees shall work a schedule determined by the District and communicated to the employee at the time of hire and subject to change in accordance with paragraph 1 above.

#### **3. Work Year.**

Employees are expected to work the student school year plus additional days reserved for orientation and professional development (185 days total). The specific days on which employees will be required to be in attendance will be communicated within a reasonable time after the school year calendar is approved by the School Committee. The District reserves the right to alter the work year of a position with reasonable notice to best meet the needs of the District. New employees may be required to attend orientation programs as determined by the District. Employees will be paid at their hourly rates for all hours worked. Employee pay checks will be calculated as set forth in Article 3.

### **B. Shortened Day**

All employees covered by this Agreement will be paid only for the number of hours actually worked, unless otherwise determined by the District. In the case of a school delay or early

dismissal due to inclement weather or other unforeseen causes, employees in attendance as directed by the District will be paid for their scheduled hours.

C. Meetings

If the District requires attendance at before or after school meetings, employees shall be compensated at their regular rates of pay as set forth in Appendix A.

**Article 6 PERSONNEL FILES**

- A. The District shall maintain personnel records in compliance with the Personnel Records Statute, M.G.L. c.149, §52C.
- B. If the District places adverse information in the employee's personnel record (as defined by statute), the District will notify the employee and provide the employee with an opportunity to review the information. The employee shall acknowledge that s/he has read such material by affixing his/her signature on the copy to be filed. Such signature does not indicate agreement with its content, but merely signifies that the employee has read the material to be filed.
- C. The employee shall have the right to file a response to any material put in the personnel file. The response shall also be included in the personnel file.
- D. An employee may review their own personnel file as soon as practicable but no later than five school days after a written request (including by email). The review will take place during normal business hours at the school. The employee may receive a copy of the file no more than twice per school year.
- E. The District shall provide the Union president or designee with access to the employee's personnel file, upon receipt of written permission from the employee.
- F. Official Grievances filed by an employee shall not be part of the official personnel file. However, documents relating to grievance resolutions may be part of the file if necessary to delineate how future pay, benefit or other working conditions will be handled.
- G. Evaluations shall be made part of the personnel file. The District shall treat evaluations as personnel information within the meaning of M.G.L. c. 4, §7(26)(a) and (c), not subject to disclosure under the public records law, unless the Supervisor of Public Records or other competent authority so determines.
- H. The District shall notify an employee of any public records request or subpoena seeking personnel records. The District will not provide personnel records in response to a public records request except as required by law. The District will provide an employee with reasonable notice of its intent to comply with a subpoena.

**Article 7 SICK LEAVE**

- A. Employees shall earn sick leave monthly at the rate of 15 days per year. Sick leave shall be earned pro rata by part time employees. Employees shall be allowed to accumulate sick days

up to a maximum of 180 days. Notwithstanding any other provision of this Agreement, employees will not accrue sick leave while on any type of leave in excess of forty-five (45) calendar days, or at any time while in a no-pay status. Sick leave may be used only in cases where the employee medically unable to work or attending a medical appointment that cannot reasonably be scheduled outside of the workday or work year. Employees may also use sick leave when their presence is necessary to care for an ill or injured child, spouse, or parent.

- B. Procedure. Where an employee has an illness requiring the use of a sick day, the employee will contact the administrator designated by the District prior to 6 a.m. in order to allow the District to obtain coverage, or otherwise follow the procedure communicated by the District.
- C. Medical Certification. The District may require an employee to provide medical certification of the need for sick leave at no cost to the District in the following circumstances:
1. After 3 consecutive absences; or,
  2. The District suspects sick leave abuse based on specific articulable facts; or,
  3. The employee in on an extended medical leave; or,
  4. Such a request is contemplated by statute (e.g., FMLA).

Upon the request of the District, medical documentation shall state the specific restrictions, and date of expected return to work.

- D. Independent Medical Examination. In cases where: (1) the employee has been on extended medical leave; (2) the District reasonably suspects sick leave abuse; (3) the District has reason to question the employee's fitness for duty; (4) the employee requests an accommodation; the District may require an employee to be examined at the district's expense by a doctor of the district's choosing.

If the District's physician determines that the employee is able to return to work, and the employee's physician disagrees in writing, then the employee's physician will have a reasonable opportunity to consult with the District's physician. If the disagreement persists after the opportunity to consult, then a third physician will be employed to make the determination. In such case, the District will compile a list of at least three physicians with appropriate qualifications from which the employee's physician may select within 20 calendar days. If no selection is made, then the District shall select a physician from the list and take steps to schedule the examination. If the third physician agrees with the District's physician, or if the employee's physician does not disagree with the District's physician as indicated above, then the District may direct the employee to return to work. An employee who fails to return to work after being so directed shall not be entitled to collect any further sick pay from any source and shall be considered to have abandoned his/her employment.

- E. Sick Leave Buyback

1. End of Career Buyback

Employees who retire from the District in order to receive pension pursuant to M.G.L Chapter 32, or who die while employed by the District shall be entitled to receive payment for accrued unused sick days at the time of retirement not to exceed 180 days at \$60 per day. In the case of retirement the employee must provide the District with at least 12 months' notice of retirement to receive the payment. There shall be no other compensation

for unused sick time based on an employee's departure from the District.

2. Annual Buyback

Employees who have accumulated 180 days of sick leave as of the beginning of a school year shall be eligible for a bonus at the end of the year based upon their use of sick leave during the year. Bonuses shall be paid in the last pay period of June as indicated below:

Days of Sick Leave Used	Bonus
0	\$600
1	\$480
2	\$360
3	\$240

**Article 8 OTHER LEAVES**

**A. Personal Days**

1. Employees shall be granted three (3) paid personal days per school year. Unused personal days at the end of the year will be added to the employee's sick leave accrual.
2. Under ordinary circumstances, personal leave shall be granted for personal affairs requiring the presence of the employee, which cannot reasonably be conducted during non-school hours.
3. Application for personal leave will be made to the Superintendent-Director or designee, at least forty-eight (48) hours before taking such leave, except in the case of emergencies.
4. Personal days may not be used the day before or after a holiday, the day before or after vacation period, during scheduled standardized testing dates, or during the first and last five (5) days of the school year, except in urgent circumstances with advance approval by the Superintendent-Director or designee. No more than one member of each department may use a personal day on the same day unless approved in advance by the Principal.
5. Personal days may be taken in half day increments.

**B. Bereavement Leave**

1. Five (5) days of bereavement leave shall be granted to an employee covered by this agreement upon the death of the employee's spouse, parent, or child.
2. Three (3) days of bereavement leave shall be granted upon the death of other members of the employee's immediate family (i.e., brother, sister, grandchild) or anyone residing in the same household with the employee.
3. Two (2) days of bereavement leave shall be granted upon the death of a grandparent, or in-law (father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law).
4. One (1) day of bereavement leave shall be granted upon the death of an aunt, uncle, niece, or nephew.

5. The Superintendent-Director or designee may provide a discretionary grant of additional Bereavement Leave in appropriate circumstances.

### **C. Jury Service**

In the event an employee is summoned for jury duty, he/she will receive from the District an amount equal to his/her regular daily rate of pay less any per diem allowance received from the courts and with no deduction from the employee's paid leave provided by this Agreement.

### **D. Statutory Leaves (FMLA, MPLA, and SNLA)**

1. Notwithstanding anything in this Agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the FMLA. Likewise, employees may exercise their rights to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA") or parental leave pursuant to the Massachusetts Parental Leave Act ("MPLA").
2. The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for covered military service members who become ill or injured in the line of duty while on active duty in the military.
3. The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employees child, accompanying an employee's child to routine medical or dental appointments, or accompanying an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.
4. The MPLA provides and employee who has been employed for 3 months as a full-time employee with 8 weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. As long as the employee provides two-weeks' notice of their intent to return and returns at or before the expiration of 8-weeks, their right to return to the same or similar position is protected, as further detailed in the statute.
5. Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. Qualifying paid leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute. For example, a leave taken in connection with the employee's own illness (including medically documented disability resulting from childbirth), qualifies for the use of sick leave, while leave to care for another sick person qualifies for sick leave only to the extent that sick leave for family illness

is available. Parental leave that is not taken in connection with any disability of the employee would not generally be eligible for sick leave. In the event that an employee qualifies for FMLA, MPLA or SNLA leave, the District has the right to designate applicable paid leave as FMLA, MPLA or SNLA leave. Leave entitlement will be calculated on a rolling 12-month basis. The District shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this Agreement, subject to impact bargaining, if requested. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the District they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.

#### **E. Parental Leave**

1. Childbirth and Pregnancy Related Leave. Paid leave for the employee who gives birth to a baby is available as outlined in the preceding section, based upon documented medical need subject to the employee having available sick leave.
2. Adoption. If an employee adopts a child under the age of 18, the employee may access up to 4 weeks (20 days) of available sick leave to cover FMLA/MPLA qualifying parental leave upon presentation of documentation satisfactory to the District. If both parents are employees of the District the statutorily available weeks of unpaid leave shall be in the aggregate.
3. Non-Birthing Parent. If an employee's spouse gives birth to a baby, the employee may access up to 4 weeks (20 days) of available sick leave to cover FMLA/MPLA qualifying parental leave upon presentation of documentation satisfactory to the District.

#### **F. Military Leave**

Military Leave will be provided in accordance with applicable state and federal laws. Employees who are obligated to perform summer reserve training, and who have control over when such training is scheduled, will use their best efforts to have such training scheduled during the summer months or at such times as will cause the least disruption to the school. Employees who receive orders to active duty or for training are required to provide copies of those orders to the District promptly.

### **Article 9      INSURANCE**

- A. Health Insurance will be provided to all eligible employees in accordance with applicable statutes of the Commonwealth and the terms of the insurance policies. Family memberships in these plans are available to those employees who qualify for this coverage. Premiums on these insurance plans are divided between the district and the employee, with the district contributing 65% (GNB will contribute 65% toward the health plan with the lowest premium and the equivalent dollar amount to any other health plan offered).
- B. Dental insurance will be made available to eligible employees on the same terms as health insurance.

- C. The District will make available to eligible employees a \$20,000 life insurance policy with 65% of the premium paid by the District and 35% paid by the employee.
- D. Eligible employees may participate in other insurance programs offered by the District provided that the employee pays the full cost of the premium.
- E. The District will purchase insurance after receiving recommendations through the insurance advisory committee process pursuant to M.G.L. Chapter 32B, Section 3, at which the Union shall be represented. This process shall be sufficient to place the Union on notice of any proposed changes to health insurance. Adherence to this process shall satisfy any bargaining obligation the District might otherwise have with the Union.
- F. Pursuant to the District's Section 125 Plan, eligible employees may make premium contributions with pre-tax dollars.

#### **Article 10 DRUG AND ALCOHOL POLICY**

- A. The District and the Union acknowledge the strong commitment of the District to its employees to provide a safe workplace and to establish programs promoting high standards of employee health. The goal of this policy is to establish and maintain a work environment that is free from the effects of alcohol and drug use. The District and the Union further acknowledge that employees impaired by drugs and alcohol pose a danger to their fellow employees and to students and impair their own health and safety. The parties also recognize that employees are role models for students and must behave accordingly.
- B. The following conduct shall constitute offenses under this section:
  - 1. The possession, use, transfer, manufacture, or sale of any illegal drug.
  - 2. The possession or use of alcohol during working hours, or at any District events involving students.
  - 3. Reporting to work shortly after consuming or impaired by drugs or alcohol.
  - 4. Providing drugs or alcohol to minors.
- C. For the purposes of this Article, prohibited drugs include all substances identified as controlled substances by state or federal laws or regulations. Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines, and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this section and may be illegal.
- D. An employee who is taking a controlled substance under a valid prescription must check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently. Employees must advise the Principal if any medication is likely to have an impact on the safe and efficient performance of the job. Information provided will be kept confidential to the extent possible consistently with the safety of students and staff.
- E. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse

of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

- F. The District has the right to search for alcohol or drugs on District property, including but not limited to district owned desks, closets, file cabinets, toolboxes, lockers, and vehicles.
- G. The District and the Union recognize that many people with substance abuse issues can receive treatment and return to productive employment. Accordingly, employees are encouraged to seek counseling from the Employee Assistance Program (EAP), and voluntary participation need not be disclosed. Employees will not be disciplined for seeking assistance from the EAP, and matters discussed with EAP personnel are confidential unless otherwise agreed by the employee. In an appropriate case, the District may enter into an agreement with the Union and an employee in which the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing.
- H. Any employee who violates this policy may be subject to disciplinary action up to and including dismissal, subject to the procedural rights set forth in this agreement.

## **Article 11      REDUCTION IN FORCE AND NON-RENEWAL**

### **A. Reduction in Force**

1. When, in the District's judgment, it is necessary to reduce and/or lay off employees, the District shall consider ability, experience, qualifications and work performance, in determining which employees will be retained in the positions that remain. Qualifications shall be determined by the District and shall include education, licenses, relevant skills and professional training. Where such factors are equal, seniority shall be the tiebreaker. In the event that layoffs are considered the District shall notify the Association at least 30 days in advance in order to discuss how layoffs will be conducted and the impacts of the layoffs on the employees in the bargaining unit.
2. An updated seniority list shall be provided by the District to the Union on or before March 15 of each year. Seniority is defined as an employee's continuous service from initial date of employment, or most recent date of re-employment after a break in service, until the present. A break in service occurs if: (a) the employee's employment is voluntarily or involuntarily terminated; (b) an employee does not return after the expiration of an approved job protected leave of absence; or (c) employee is in a no pay status for more than two weeks other than in the case of summer break for a school year employee who the District reasonably expects to employ in the following year or for a job protected statutory leave. In the event two or more employees have the same initial date of employment, lots will be drawn to establish the placement on the seniority list.
3. An employee shall be subject to recall for 18 months after layoff to a vacancy in the same or equivalent position held by the employee when laid off. If more than one laid off employee is available for recall, the best qualified employee shall be recalled.

4. If an employee is recalled under this Article, such employee shall have restored accumulated sick leave (if not paid out) and seniority to which they were entitled before the layoff. A recalled employee shall be entitled to be paid at the next higher step provided the employee worked at least 130 school days in the year of the layoff.
- B. Non-Renewal. Employees are subject to non-renewal at the end of a school year if the District does not anticipate employing the employee in the following year. Non-renewal shall be accomplished by providing a written notice on or before June 15. Non-renewal is without recourse to the grievance and arbitration procedure.

## Article 12 UNION RIGHTS

- A. Payroll Deduction. The District agrees to provide payroll deductions of current Union and affiliate dues for employees whose written authorizations are received by the District on or before October 1 of each fiscal year. The Union's Treasurer shall certify the specific amount of current dues on or before September 15 of each year. The dues and a list of employees from whom the dues have been deducted shall be forwarded to the Union Treasurer no later than thirty (30) days after such deductions have been made. If an employee withdraws authorization for dues deduction the District shall cease making the deduction as soon as practicable.
- B. Sharing of Information.
1. The District will, upon request, provide the Union with information relevant and necessary to meeting the Union's responsibilities as exclusive representative of the members of the bargaining unit. Where the request seeks a large volume of information, or where a large amount of staff time will be required to compile the information, the parties will bargain about the scope of the request and the costs of meeting it.
  2. Pursuant to M.G.L. c. 150E § 5A the district will furnish the Union with information concerning new employees within ten days.
  3. Members of the bargaining unit are at all times required to have up to date contact information on file with the District, including legal name, address, and phone numbers on which they can be reached.
  4. The Union must provide, annually by September 1, and as soon as possible in the case of any changes, a list of all Union officers.
  5. The District agrees to share School Committee public meeting agendas and meeting packets for the public portion of School Committee meetings with the Union co-presidents.
- C. Union Access to School Building. Union officials may visit the workplace to perform their responsibilities only with advance notice and approval from the Superintendent-Director or designee. While on the premises, Union officials agree to abide by all security procedures.
- D. Use of School Building for Meetings. The Union shall be permitted to use the school building for employee meetings, after school hours, and provided there is no interference with school or District activities. The Union must request the use of the space in accordance with District

regulations. The Union will not be charged a fee as long as the District does not incur any costs (e.g. custodial coverage).

- E. Bulletin Space and Mailboxes. The District shall permit the Union reasonable access and use of employee mailboxes and shall cooperate with the Union to the extent it requires space to post materials for view by employees.
- F. Union Activity During Workday. Union officials may use non-work time (e.g., lunch) during the workday to conduct union business. However, Union activities must not be conducted on work time or interfere with the work time of other unit or non-unit employees.
- G. Allowed Time for Mutually Scheduled Meetings. When the District and the Union mutually schedule meetings on site during school hours, unit employees who are reasonably required to be present will be released from their responsibilities without loss of pay during the time that they are needed. The Union must provide reasonable advance notice of what personnel it contends are needed for a particular meeting. If there is a dispute about who is required to be present then the parties will confer about whether the employee will attend, and if so, how the coverage costs will be met. Time spent will not be considered hours worked for purposes of overtime.

### **Article 13 NO STRIKES**

Neither the Union nor any of its agents nor any of its members will individually, collectively, concertedly, or in any manner whatsoever engage in, incite, participate in, aid, or condone, whether directly or indirectly, any strike, sit down, stay-in, slowdown, work stoppage, withholding of services or other interference with delivery of services including prohibited activities defined by M.G.L. c. 150E § 9A. The District agrees that during the term of the Agreement it will not lockout any of the employees covered by this Agreement.

The District may impose any disciplinary action, including discharge, upon any employee involved in a violation of this Article.

The District retains the right to pursue directly any and all remedies it may have at law or in equity in the event of a violation of this Article including seeking attorney fees or seeking relief at the Department of Labor Relations.

### **Article 14 STABILITY OF AGREEMENT**

- A. No agreements, practices, benefits, privileges, or understandings, oral or written, benefiting an employee or the employees covered by this Agreement, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties on or after the date of this Agreement.
- B. The failure of the District or the Union to insist, in any one or more instances, upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the District or of the Union to future performance of

any such term or condition and the obligation of the Union or the District to such future performance shall continue in full force and effect.

- C. No amendment, alteration, or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the District.
- D. Should any provision of this Agreement be found to be invalid by operation of law or by a court of competent jurisdiction, all other provisions of this Agreement shall remain in effect.

## **Article 15 COMPLAINTS AND DISCIPLINE**

- A. Complaints Against Employees. A complaint of substance made about an employee will be addressed with the employee as soon as practicable after it is presented to the administration, unless the administration believes that its investigation may be hindered by providing such notice.
- B. “Weingarten” Rights. An employee summoned to an investigatory meeting with the administration, who reasonably believes that the meeting could lead to discipline, shall have the right to be accompanied by a union representative or fellow employee. A representative or other person who accompanies the employee shall be permitted to advise the employee but may not unduly interfere with the meeting.
- C. Notice and Hearing. Prior to imposing a suspension or discharge upon an employee for disciplinary reasons, the District shall provide the employee with a written notice of the reasons for such action. Within 7 days of such notice the employee may request a meeting with the Superintendent-Director, at which the employee may be represented by an Association representative or an attorney, and at which the employee or his/her representatives may present evidence or other information relevant to the proposed discipline. The Superintendent-Director shall issue a written determination after such meeting. Failure to request the meeting waives this process.
- D. Standard of Review. The Association may challenge a disciplinary action pursuant to Section C of this Article by proving that the action was arbitrary and capricious.

## **Article 16 EVALUATIONS**

- A. The District shall have the right to implement and periodically amend an evaluation system including procedures and an instrument, in consultation with the Association.
- B. Evaluations should place a major emphasis on assisting the employee to achieve professional growth consistent with the philosophy, goals, and objectives of the District.
- C. Employees will be given a copy of their evaluation reports and will have an opportunity to discuss the report with their evaluator or another administrator.
- D. The evaluation instrument shall be attached to the Agreement as Appendix \_\_\_\_.

## **Article 17 PROFESSIONAL IMPROVEMENT ACTIVITIES**

A. A professional improvement activity may be eligible for reimbursement if it is approved by the District and relevant to the position of the employee requesting it; such activities may include, but are not limited to, coursework, technical training (e.g., on new equipment or processes), and other similar activities.

B. To be eligible for reimbursement, an employee must apply in writing to the Superintendent-Director for approval prior to commencing a professional improvement activity. The District may prescribe procedures for processing such requests and administering them in a fair and equitable manner. The District will communicate the status of such requests within 15 days.

C. The District agrees to reimburse professional improvement activity expenses incurred by employees subject to the following conditions:

1. The reimbursement rate for professional development activities shall be 50% of the tuition and fees for courses and training programs.

2. If there are extraordinary expenses (such as travel and lodging) associated with the activity, those expenses for which reimbursement is sought must be detailed in a budget to be provided along with the initial request described in Section B. The reimbursement shall be 50% of the actual expenses, (not to exceed 50% of the initial budget amount).

3. Preference will be given to courses taken from a consortium associated with the District, courses taken within a degree program and courses taken in order to secure DESE licensure.

4. Employees must achieve a grade of B or better in a course or achieve successful completion or certification in an activity to qualify for reimbursement.

5. In order to receive reimbursement, the employee must be working for the District at the time of payment.

6. Reimbursement shall be made no later than forty-five (45) calendar days after an employee submits documentation of expenses and proof of grade achieved for coursework.

D. Reimbursement for professional improvement activities in the aggregate shall be subject to the District's budget. The District will reserve \$10,000 annually to cover the reimbursements provided by this Article, unless extraordinary circumstances require otherwise. Individual employees shall be limited to reimbursement in the total amount of \$1,000 annually. An employee who reaches the individual cap may request additional reimbursement from remaining professional improvement funds, which request may be granted at the District's discretion.

## **Article 18 RETIREMENT NOTICE BONUS**

A. The District will pay employees who provide sufficient advance notice of their retirement a bonus as set forth below. To be eligible for the bonus the employee must meet the following conditions:

- Requisite completed years of continuous permanent full-time service at Greater New

- Bedford Regional Vocational Technical High School;
  - Resigning for purposes of retirement through Massachusetts General Laws Chapter 32; and
  - Provides written notice to the Superintendent twelve (12) months or more before the date the employee intends to retire.
- B. Once the notice is provided, it may be revoked within 30 days, after which it shall be irrevocable.
- C. The bonus will be paid within one month of retirement.
- D. Bonus amounts shall be as follows based on completed years of continuous service to the District at the time of retirement:

Completed Years	Amount
10	\$1000
15	\$1250
20	\$1500
25	\$1800
30	\$2000
35	\$2200

**DURATION**

The terms of this Agreement shall be in effect from July 1, 2022 through June 30, 2024.

The foregoing Agreement is made, subject to ratification by the District and the Association, and funding by the District.

GREATER NEW BEDFORD EDUCATORS,  
UNION, (UNIT B), MTA

GREATER NEW BEDFORD REGIONAL  
VOCATIONAL HIGH SCHOOL  
DISTRICT COMMITTEE

*Kevin Cash*  
\_\_\_\_\_  
*Michael [unclear]*  
\_\_\_\_\_  
*[unclear]*  
\_\_\_\_\_  
*Seyi [unclear]*  
\_\_\_\_\_  
\_\_\_\_\_

*[unclear]*  
\_\_\_\_\_  
*Patricia T. Waller*  
\_\_\_\_\_  
*Michael She*  
\_\_\_\_\_  
*Kibeli Bennett*  
\_\_\_\_\_  
*Dyane Deen*  
\_\_\_\_\_

Date: 4/12/2022

Date: 4/12/22

**APPENDIX A  
WAGE SCALES**

<b>FY22</b>	<b>No Degree or License</b>	<b>Associates or Vocational Preliminary License</b>	<b>BA or higher degree</b>	<b>Degree &amp; DESE Initial or Professional License</b>
<b>Step</b>				
1	\$18.02	\$22.12	\$24.20	\$26.30
2	\$18.34	\$22.51	\$24.62	\$26.76
3	\$18.66	\$22.91	\$25.04	\$27.22
4	\$18.99	\$23.30	\$25.47	\$27.67
5	\$19.31	\$23.70	\$25.90	\$28.13
6	\$19.63	\$24.10	\$26.32	\$28.59
7	\$19.95	\$24.49	\$26.75	\$29.05
8	\$20.26	\$24.87	\$27.18	\$29.53

<b>FY23</b>	<b>No Degree or License</b>	<b>Associates or Vocational Preliminary License</b>	<b>BA or higher degree</b>	<b>Degree &amp; DESE Initial or Professional License</b>
<b>Step</b>				
1	\$18.38	\$22.56	\$24.68	\$26.83
2	\$18.71	\$22.96	\$25.11	\$27.30
3	\$19.03	\$23.37	\$25.54	\$27.76
4	\$19.37	\$23.77	\$25.98	\$28.22
5	\$19.70	\$24.17	\$26.42	\$28.69
6	\$20.02	\$24.58	\$26.85	\$29.16
7	\$20.35	\$24.98	\$27.29	\$29.63
8	\$20.67	\$25.37	\$27.72	\$30.12
9	\$20.99	\$25.76	\$28.17	\$30.62

<b>FY24</b>	<b>No Degree or License</b>	<b>Associates or Vocational Preliminary License</b>	<b>BA or higher degree</b>	<b>Degree &amp; DESE Initial or Professional License</b>
<b>Step</b>				
1	\$18.75	\$23.01	\$25.18	\$27.36
2	\$19.08	\$23.42	\$25.61	\$27.84
3	\$19.41	\$23.84	\$26.05	\$28.32
4	\$19.76	\$24.24	\$26.50	\$28.79
5	\$20.09	\$24.66	\$26.95	\$29.27
6	\$20.42	\$25.07	\$27.38	\$29.75
7	\$20.76	\$25.48	\$27.83	\$30.22
8	\$21.08	\$25.87	\$28.28	\$30.72
9	\$21.41	\$26.28	\$28.73	\$31.23

