

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

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

**And**

**GREATER NEW BEDFORD ADMINISTRATORS UNION**

**July 1, 2024 to June 30, 2027**

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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 Administrators Union (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. c. 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 Certification in Case No. WMAM-20-8306: All full-time and regular part-time employees employed by the Greater New Bedford Regional Vocational Technical School District in the positions of Assistant Principals, Academic Department Heads, CVTE Academy Administrators, Humanities and Stem Administrators, Outside Construction Coordinator, Cooperative Education Coordinators, Supervisors of Attendance, Special Services Coordinator, Guidance Coordinator, Dean of Freshman and Exploratory Programs, but excluding the Principal, Business Manager, Executive Director of Student Services, Executive Director for Operations, Technology and Digital Learning, Executive Director for Diversity, Equity, Inclusion and Compliance, Director of Academics, Director of CTE Programs, Director of Athletics and Student Life, Human Resources Director, Director of Guidance and Pupil Personnel, Information Technology and Digital Learning Directors, and Director of Curriculum, Instruction, Assessment, and Accountability, and further excluding all managerial, confidential, casual and other employees of the School 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 Administrators and reference to Administrators will include both male and female.

### **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 District 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.
- E. The Superintendent-Director shall have the discretion to create and revise job descriptions for members of the bargaining unit. Notwithstanding any other provision of this agreement, the Superintendent-Director has the discretion to reorganize the administration in any way that in his/her judgment best serves the needs of the District, including by realigning duties, by changing job titles and/or reporting relationships, and by adding or subtracting duties or positions. Prior to implementing a change in an individual job description of an existing employee, the Superintendent will provide notice of the changes to the individual(s) affected and permit the affected employee an opportunity to have input regarding the changes. The Superintendent-Director shall not be required to consult the Union on changes to the description of a vacant position. If a re-organization is contemplated, the Superintendent-Director will permit the Union and all affected administrators the opportunity to have input regarding the changes. Ultimately, the decision of the Superintendent-Director shall be final, and not subject to appeal through the grievance and arbitration procedures.

### **Article 3      SALARIES**

- A. Employees shall be paid bi-weekly by electronic deposit, to the financial institution of their choosing, based upon the salaries set forth in the attached salary schedule in Appendix A,

throughout the 12-month calendar year in 26 equal pay periods.

- B. Upon the hiring of a new bargaining unit member, the Superintendent-Director shall have the sole discretion to place the employee on the Salary Schedule based on the employee's education and experience, unless market conditions dictate the need for a higher salary.
- C. Employees must be appropriately licensed. Employees who are unlicensed (without a waiver) or become unlicensed may be subject to dismissal. An employee without the appropriate license may be prevented from moving on the salary schedule.
- D. After initial placement, appropriately licensed employees shall advance one (1) step on the salary 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 105 school days.
- E. If an Administrator separates from employment the work year, the member shall receive a prorated share of the Administrator's annual salary based on the Administrator's period of service in relation to the number of days in the work year, minus the compensation already paid.
- F. If an Administrator deceases during the work year, the member's estate shall receive a prorated share of the Administrator's annual salary based on the Administrator's period of service in relation to the number of days in the work year, minus the compensation already paid. The Administrator's estate will also receive any retirement benefit to which the Administrator would have been eligible if retiring that year.
- G. Employees who have been authorized in advance to use their personal vehicles for school-related travel will be reimbursed for mileage upon written request at the prevailing IRS rate. The District may prescribe forms, procedures, and documentation requirements as a condition of receiving the reimbursement.
- H. Longevity. Administrators 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. Administrators must be employed at the time of the payment to be entitled to receive the payment.

Completed Years	Amount
10	\$500
15	\$1200
20	\$1600
25	\$2500
30	\$3000
35	\$3500

- I. Educational Incentive. Administrators with a doctoral degree (Ph. D or Ed. D) from a reputable institution will have their salary increased by \$3,630, subject to District review of documentation, coursework, and degree requirements.

#### 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 the 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 (note: this would not preclude a grievance that was properly filed before the expiration of the Agreement from being processed in accordance with this Agreement after expiration of the 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 YEAR AND WORKDAY**

### **A. Work Year**

The work year for school year administrators shall consist of 202 workdays. The workdays shall include the teacher work year (currently 185 days) and 17 additional days which shall be determined by the District and communicated to administrators within a reasonable time after establishment of the school calendar.

### **B. Workday**

Administrators are expected to be in the school building during the hours of the teachers' contractual workday, and to spend such other time as may be required to ensure that their professional obligations are met, including attendance at evening meetings and events appropriate to their positions or as directed by the District. The Superintendent-Director or designee may prescribe changes in administrator hours to best meet the needs of the District. Prior to any changes that will extend the workday for a duration of in excess of 20 school days, the District will provide at least 7 days' notice to the Union and meet upon request to discuss the changes.

## **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 administrator may review the administrator's 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 administrator 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 administrator 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. Administrator Evaluations shall be made part of the personnel file. The District shall treat evaluations as personnel information within the meaning of 603 CMR 35.11(6) and 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 administrator 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 administrator with reasonable notice of its intent to comply with a subpoena.

## **Article 7      SICK LEAVE**

- A. Administrators shall earn sick leave at the rate of 15 days per year. Sick leave shall be earned pro rata on a monthly basis. Administrators shall be allowed to accumulate sick days up to a maximum of 185 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 is medically unable to work or attending a medical appointment that cannot reasonably be scheduled outside of the workday or work year. Administrators 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 is 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**

Administrators 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 185 days as follows: days 1-100 at \$75 per day; days 101 to 150 at \$85 per day; days 151 and above at \$90 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**

Administrators who have accumulated 185 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	\$1,200
1	\$800
2	\$560
3	\$440

**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 a 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 Administrator 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 administrator 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 administrator'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 an 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 administrator 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.
4. Extended Unpaid Parental Leave. An administrator who has been employed by the District for the previous three years (or more) shall be allowed an unpaid parental leave of up to one (1) year following the September 1 after the birth or placement through adoption of a child. All parental leave requests must be made in writing to the Superintendent-Director

at least sixty (60) days in advance, or as soon as practicable if such notice is not possible. An administrator on a full year leave of absence shall inform the Superintendent-Director of the administrator's decision either to return to work or to resign by April 1 of the calendar year in which the leave is to end. Where such leave exceeds the statutory leave periods, the District shall have the right to conform the length of the leave to natural breaks in the school year for the benefit of students.

#### **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 administrators 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 administrator 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 administrator's ability to work safely and efficiently. Administrators 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 administrator who violates this policy may be subject to disciplinary action up to and including dismissal, subject to the procedural rights granted under M.G.L. c. 71, §42.

## Article 11 PROFESSIONAL IMPROVEMENT ACTIVITIES

- A. A professional improvement activity may be eligible for reimbursement if it is approved by the District and relevant to the curriculum being taught by the Administrator 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 Administrator 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 Administrators 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. Administrators 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 Administrator 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 Administrator 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 Administrators shall be limited to reimbursement in the total amount of \$1,000 annually. An Administrator 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 12      REDUCTION IN FORCE**

- A. The District retains the right to reduce the number of employees on its staff in accordance with M.G.L. c.71, §42. A decision to reduce the staff for other than disciplinary reasons shall not be subject to arbitration.
- B. In the case of any layoff or reorganization, the employees retained shall be those best qualified for the positions that remain, in the judgment of the Superintendent-Director.
- C. In the event layoffs are projected the District will notify the Union as soon as practicable after a decision is made. The District will meet with the Union to discuss the need for layoff and the basis for selection of employees; provided, these discussions will not delay implementation of the layoffs.
- D. Employees who have been laid off under this Article shall have recall rights for 18 months following the effective date of the layoff. Employees with recall rights shall be offered vacant positions for which they are qualified in accordance with paragraph B. Employees with recall rights may decline recall to temporary or substitute positions and still maintain said rights for the remainder of the aforementioned time period but will forfeit such rights if they decline recall to a permanent vacancy that is available prior to the beginning of a school year. An employee with recall rights may accept a temporary or substitute position without affecting his/her recall rights. An employee who accepts a Massachusetts retirement pension, or any contractual retirement benefits after a layoff shall not be subject to recall.
- E. If an employee is recalled under this Article, such employee shall have restored all the benefits to which he/she was entitled prior to the layoff, including any accumulated sick leave (if not paid out), and seniority. A recalled employee shall be placed on the salary schedule on the next step above that on which he/she was being paid at the time of the layoff provided the employee worked at least 130 school days in the year of the layoff.

## **Article 13      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. 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.
- D. Union Access to School Building. Nonemployee 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.
- E. Use of School Building for Meetings. The Union shall be permitted to use the school building for administrator 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).
- F. 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.
- G. Union Activity During Workday. Union officers 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.

## **Article 14 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 15 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 16 COMPLAINTS AND DISCIPLINE**

- A. Complaints Against Employees. A complaint of substance made about an administrator will be addressed with the administrator 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. Suspension and Dismissal. Administrators with less than three full consecutive years of service as an Administrator within the District shall be considered employees-at-will and may be suspended or dismissed at the District’s discretion. Administrators with more than three full consecutive years of service as an administrator within the District shall be suspended or

dismissed only for good cause as provided by M.G.L. c. 71, §41. "Good cause" for the purposes of this provision shall mean any ground that is put forth by the District in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system.

**Article 17 EVALUATIONS**

Evaluations shall be conducted in accordance with the instruments and procedures contained in a document to be called the "Greater New Bedford Administrator Evaluation System Manual." The manual shall be developed and revised as necessary by an Evaluation Committee made up of administrators appointed by the District and Administrators appointed by the Union. The work of the Evaluation Committee shall be subject to approval by the District and the Union.

**Article 18 RETIREMENT NOTICE BONUS**

- A. The District will pay Administrators who provide sufficient advance notice of their retirement a bonus as set forth below. To be eligible for the bonus the Administrator must meet the following conditions:
  - 1. Requisite completed years of continuous permanent full-time service at Greater New Bedford Regional Vocational Technical High School;
  - 2. Resigning for purposes of retirement through Massachusetts General Laws Chapter 32; and
  - 3. Provides written notice to the Superintendent twelve (12) months or more before the date the Administrator 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	\$1500
15	\$2500
20	\$3500
25	\$4500
30	\$5500
35	\$6500

**Article 19 SAFETY**

An Administrator who loses time from to an injury due to an assault by a student, which injury is determined compensable under workers compensation, shall be to take the first five days without loss of leave. Such leave shall be subject to repayment if the workers compensation carrier reimburses the employee for an injury leave that exceeds 21 days.

**DURATION**

This Agreement shall be in effect from July 1, 2024 through June 30, 2027.

GREATER NEW BEDFORD  
ADMINISTRATORS UNION

*James Pardi*  
*ARSO*

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Date: 11/12/24

GREATER NEW BEDFORD REGIONAL  
VOCATIONAL TECHNICAL  
SCHOOL DISTRICT

*Michael Shea*  
*Cynthia Mader*  
*Paula*  
*Carol Pimental*  
*Wayne Greene*

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Date: 11/12/24

**APPENDIX A  
PAY SCALES**

<b>FY 2025- 3%</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Academy Administrator, Asst Principal, Dean of Admissions and Exploratory</b>	\$114,324	\$116,591	\$118,857	\$121,124	\$123,390	\$125,656
<b>Humanities and Stem Administrator</b>	\$113,043	\$115,309	\$117,575	\$119,841	\$122,055	\$124,373
<b>Academic Department Head</b>	\$107,449	\$108,959	\$110,470	\$111,980	\$113,490	\$114,998
<b>Supervisor of Attendance/ Cooperative Education Coordinator/Special Services Coordinator/Guidance Coordinator</b>	\$106,090	\$107,449	\$108,807	\$110,167	\$111,525	\$112,885

<b>FY 2026 -3.25%</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Academy Administrator, Asst Principal, Dean of Admissions and Exploratory</b>	\$118,039	\$120,380	\$122,720	\$125,060	\$127,400	\$129,740
<b>Humanities and Stem Administrator</b>	\$116,716	\$119,056	\$121,396	\$123,735	\$126,022	\$128,415
<b>Academic Department Head</b>	\$110,941	\$112,500	\$114,060	\$115,619	\$117,178	\$118,736
<b>Supervisor of Attendance/ Cooperative Education Coordinator/Special Services Coordinator/Guidance Coordinator</b>	\$109,538	\$110,941	\$112,343	\$113,747	\$115,150	\$116,554

<b>FY 2027- 3.25%</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Academy Administrator, Asst Principal, Dean of Admissions and Exploratory</b>	\$121,876	\$124,292	\$126,708	\$129,125	\$131,541	\$133,956
<b>Humanities and Stem Administrator</b>	\$120,510	\$122,925	\$125,341	\$127,757	\$130,117	\$132,588
<b>Academic Department Head</b>	\$114,546	\$116,156	\$117,767	\$119,376	\$120,986	\$122,595
<b>Supervisor of Attendance/ Cooperative Education Coordinator/Special Services Coordinator/Guidance Coordinator</b>	\$113,098	\$114,546	\$115,995	\$117,444	\$118,892	\$120,342