

**UNIT A**

**CONTRACT**

**BETWEEN THE**

**NEW BEDFORD**

**EDUCATORS ASSOCIATION, INC.**

**AND THE**

**NEW BEDFORD**

**SCHOOL COMMITTEE**

**JULY 1, 2001 - JUNE 30, 2002**

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## **ARTICLE I**

### **RECOGNITION**

#### **A. Association Recognition**

For the purposes of Collective Bargaining, with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment, the Committee recognizes the Association as the exclusive representative of all full-time and part-time professional employees of the Committee, performing teaching duties or duties of a related professional nature; but excluding temporary per diem substitutes, Head Masters, Administrative Assistants, Housemasters, Coordinators, Directors, Supervisors (including the Instructional Media Supervisor), Department Heads, Principals, Assistant Principals, Administrative Assistant for Business Services, Assistant Superintendents, and the Superintendent of Schools.

#### **B. Service of Process**

Both the Committee and the Association shall designate a person who is a resident of Bristol County, Massachusetts, as its agent for service of any legal process and/or notice relating to this Agreement and service on such person shall constitute proper service on the respective party, and said designation shall not be revoked during the term of this Agreement except to substitute a new agent.

#### **C. Definitions**

1. A temporary per diem substitute, as hereinbefore excluded from the Collective Bargaining Agreement, is defined as a substitute teacher who has been employed for less than ninety-one (91) school days of continuous service, including excused absences.
2. Unless otherwise specified in this Agreement, the term "professional employees" as used throughout the Agreement, shall apply to all members of the bargaining unit. It is understood that the term "professional employee" is used throughout the Collective Bargaining Agreement for uniformity and that the use of said term does not alter any practices with respect to wages, hours, and working conditions or confer upon employees benefits to which they are not otherwise entitled.

## **ARTICLE II**

### **SALARIES**

#### **A. Basic Salary Schedules**

1. Unless otherwise specified in this Agreement, the Committee agrees that the Salary Schedules A - F, attached hereto and made a part hereof, shall apply to all members of the bargaining unit, as defined in Article I, Section A of this Agreement.
2. For purposes of Step advancement on the Salary Schedule, ninety-one (91) school days of employment as a Professional Employee in a work year shall constitute a year on the Salary Schedule.
3. The Committee recognizes that, in the event part-time employees are hired in the New Bedford School System, the Committee will bargain with the Association as required by Chapter 150E of the Massachusetts General Laws.

#### **B. Method and Time of Payment**

1. All professional employees will be paid on a weekly basis in equal installments on Thursday, except when Thursday is a holiday, in which case they shall be paid on the day before. Paychecks will be divided equally among the number of Thursdays in the fiscal year.
2. Notwithstanding the above, professional employees may elect to be paid on a weekly basis in equal installments on Thursdays, from September to the end of the school year in June, with no monies deferred during the school year for payments for July and August. When Thursday is a holiday, said professional employees who elect this option will be paid on the day before.
3. Professional employees who desire to change their method of payment shall so notify the Superintendent, in writing, before August 1, to take effect the first pay period of the new work year. No change in payment will be made during the work year.
4. When paychecks are distributed at the school building, said checks will be issued in envelopes to professional employees.

#### **C. Lump Sum Payments**

The Superintendent or his designee shall provide an appropriate form for professional employees no later than April 15th to allow a professional employee to elect a lump sum summer payment. This request must be submitted on the official forms by the professional

employee no later than May 1st to be eligible for the lump sum payment. This payment is to be made on or before June 30th of each year.

**D. New Activities**

If new clubs, activities, or positions are created by the Committee during the duration of the Agreement, the payment shall be comparable to existing amounts for like positions. The Association will be notified in writing of any new clubs, activities, or extracurricular positions.

**E. Salary and Sick Leave Information**

1. On or before October 15th of each year, professional employees shall be notified in writing of their salary step and of their number of accumulated sick days as of September 1st of the school year. Sick days earned as a result of unused personal days shall be noted separately on the form.

October 15th or whenever received shall be the first date of knowledge regarding any grievance under this Article.

2. Attendance records of the members of the bargaining unit shall be kept by the School Department and the Principal or other administrative personnel originating said records for a minimum of two (2) school years from the last day of each school year.

**F. Employment of Long-Term Substitutes**

1. The term "long-term substitute" is intended to cover substitutes who have been employed for more than ninety (90) school days in a single teaching assignment.

Long term substitute service may count towards step advancement on the salary schedule.

2. Per diem substitutes who have been employed for more than ninety (90) school days in a series of different assignments are not to be considered long-term substitutes.
3. The service of a substitute professional employee who is employed in an assignment will not be broken by termination, layoff, or transfer (except for cause) until the regularly employed professional employee who left the assignment returns to work or until the end of the school year, whichever comes first. Should the regularly employed professional employee on leave resign, the Committee may terminate the permanent substitute and hire a regular professional employee .

4. When a long-term substitute professional employee's service is broken, as provided in Paragraph three (3) above, his/her membership in the bargaining unit shall also terminate.
5. The daily rate of pay for long-term substitutes will be 1/185th of the minimum salary scale commencing on the 91st day of employment.
6. Sick leave will accumulate at the rate of 1 1/2 days per month beginning with the ninety-first (91st) day of long-term employment.
7. One (1) personal day will be granted for the balance of the school year.
8. Since substitute professional employees are reemployed on a year-to-year basis, the above provisions do not accumulate from year to year.
9. All teaching positions filled during the school year under Section F 3 of Article II shall be included in the next May 1st posting.

## **ARTICLE III**

### **CLASS SIZE**

#### **A. Maximum Class Size**

The School Committee and the Association recognize the fact that class size is of paramount importance in establishing quality education. In recognition of this, the School Committee shall strive to achieve in conventional classes a maximum size not to exceed thirty (30) pupils per class. Where an inclusionary class exists, the Committee shall strive to achieve a maximum class size not to exceed twenty-five (25) pupils per class.

#### **B. Review of Class Size**

In the event that class size exceeds thirty (30) in number, (or in the case of an inclusionary class, twenty-five (25) in number) the professional employee shall have the right, with the Association, to meet with the principal, or Superintendent, or both, to review this matter.

#### **C. Guidance Counselors and Speech and Language Pathologists**

The School Committee agrees to provide not less than three (3) guidance counselors for each house in the high school. In all other schools, the Committee agrees to strive to lower the ratios for all counselors. For speech and language pathologists, the term "a small group", as used in an IEP, shall be defined as no more than five (5) students, excluding situations where a speech and language pathologist is conducting a class in articulation or language therapy.

## **ARTICLE IV**

### **SPECIALISTS**

#### **A. Salary Differential**

Individuals listed as receiving differentials on the February 14th Memorandum will continue to receive such differentials during the term of this Agreement. New appointees to these positions, including those listed in Schedule D, shall not receive a differential.

#### **B. Limitations on Use as Substitutes**

Specialists will not act as substitutes except in individual cases of emergency as determined by the Superintendent or his/her designee. The Association will be notified of each instance the Superintendent or his/her designee so determines.

#### **C. Payment of License Fees**

The Committee shall reimburse the cost of the required licenses for the Speech and Language Pathologists, Occupational Therapists, Physical Therapists, Psychologists and athletic trainers.

## **ARTICLE V**

### **TEXTBOOKS**

#### **A. Policy**

The Committee agrees to provide sufficient approved textbooks to insure that each pupil in a classroom has available to him/her the books necessary for his/her continuous progress.

#### **B. Requests**

Professional employees shall forward their requests for books and other instructional materials to their supervisors.

#### **C. Curriculum Committees**

The Association, with the Superintendent or his/her designee, may establish Curriculum Committees which shall be generally representative of the professional staff covered by this Agreement.

**D. Supplementary Purchase**

The Curriculum Committees may, at any time, submit in writing to the Superintendent or his/her designee, requests and proposals for the supplementary purchase of books.

**E. Superintendent Discussion**

The Superintendent or his/her designee and such other staff members as he/she shall designate, will meet with members of any of the Curriculum Committees upon requests of said members.

## **ARTICLE VI**

### **SUPPLIES AND MATERIALS**

**A. Standard**

The Committee agrees to budget for and provide sufficient supplies and materials to insure that each pupil has available to him/her supplies and materials necessary for his/her continuous progress.

**B. Solicitation of Needs**

Principals and/or department chairmen shall solicit from professional employees their needs in the areas of supplies and instructional materials prior to the formulation of their budget request in these areas for the next school year.

**C. Review of Needs**

The principal and/or department chairman shall review his/her budget request in the areas of supplies and instructional materials with his/her professional employees prior to the submission of said request to the central administration.

**D. Notice of Allocation and Accessibility**

Each elementary professional employee shall be made aware by his/her principal of the school's total allocation for the year in the areas of supplies and instructional materials and shall have access to said supplies and instructional materials as the needs of their classes dictate.

**E. Warehouse**

A centralized warehouse shall be maintained for receiving supplies, materials, and books which have been ordered. The Committee shall have the supplies, materials and books

delivered to the appropriate school within ten (10) days after being received at the warehouse, except in the case of emergency, where delivery shall be made on the same day as received. The Business Manager will consult with the Association concerning the warehouse inventory and the availability of supplies, upon request.

**F. Requests**

During the school year all professional employee requests for supplemental supplies shall be reduced to writing and forwarded to the principal who will forward said request to the Business Manager within three (3) school days of receipt of the written request.

## **ARTICLE VII**

### **RESIGNATIONS AND/OR RETIREMENT**

**A. Notice**

All professional employees are required to give notice to the Superintendent of resignation and/or retirement at least thirty (30) days in advance of its effective date. Notice of resignations and retirement effective in the month of September must be filed with the Superintendent at least sixty (60) days prior to their effective date. If a professional employee fails to give notice within the above time limits, he/she shall not receive sick leave severance pay under Article XVI, Section F.

**B. Incentive**

1. The New Bedford School Committee agrees to provide a professional employee who has or will have at least ten (10) years of service with the New Bedford School Department and has notified the Superintendent, in writing, of his/her intent to resign or retire at the end of the school year, with a lump-sum payment of \$3,500 as additional compensation. The effective date of retirement or resignation must be no later than August 31st of the school year in which retirement or resignation is elected. In school year 1999-2000 the payment shall be \$4,000. In school year 2000-2001 the payment shall be \$4,500.
2. Such written notice must be made to the Superintendent of Schools on or before April 1st. Payment will be made to the professional employee on or before September 1st. If a professional employee fails to resign or retire at the end of the school year in June pursuant to his/her notice to the Superintendent and has been paid the lump-sum payment, the professional employee must repay the additional compensation in a lump sum as a condition of continued employment in the New Bedford School Department.

## **ARTICLE VIII**

### **EVALUATION AND DISCIPLINE OF PROFESSIONAL EMPLOYEES**

#### **A. Monitoring**

All monitoring or observation of the work performance of a professional employee will be conducted openly and with full knowledge of the professional employee.

#### **B. Public Address Systems**

Public address systems shall not be used for monitoring or observing the work performance of a professional employee.

#### **C. Evaluation Reports**

Professional employees will be given a dated copy of any evaluation report prepared by their evaluating supervisor, and professional employees will have the right to discuss such reports with their evaluating supervisors before they are submitted to Central Administration or put in their personnel files. The evaluation process for all employees with PTS will be completed by March 15th of each school year for that school year, and said evaluations will be distributed to all employees with PTS no later than March 25.

#### **D. Review of Report**

Professional employees wishing to discuss any report referred to in Section C above shall notify their supervisor, in writing, within fifteen (15) school days of notice of said report.

#### **E. Complaints**

Any complaints regarding a professional employee made to the administrator by any parent, student, or other person will be promptly called to the professional employee's attention. The concerned professional employee must be given notice as to any further meetings between the complainant and the administration on the next working day after the meeting, provided, however, that in the event a professional employee is required to attend a second meeting, he/she shall be provided with notice twenty-four (24) hours in advance of the meeting. The professional employee shall have the right to have representatives of the Association present.

#### **F. Discipline**

If a professional employee is to be disciplined by a member of the administration, he/she will be entitled to have Association representation. Such disciplinary action shall be carried out in private.

## **G. Adverse Action**

1. No adverse action, as hereinafter defined, shall be taken against any professional employee for disciplinary or other reasons without just cause. For the purposes of this Agreement, the term "adverse action" shall mean only the following types of action:
  - a. **Admonishment:** An admonishment is a disciplinary action taken against a professional employee by the appropriate supervisory official for some infraction which is not of a serious nature. An admonishment may be oral or in writing and shall be carried out in as much privacy as possible.
  - b. **Reprimand:** A reprimand is a statement of official censure in a formal letter to the professional employee from the School Committee and/or its agents for a serious violation.
  - c. **Suspension:** Suspension is an enforced temporary non-pay status and absence from duty of a professional employee directed by the Committee and/or its agents. The professional employee will be given written notice of his/her suspension and the reasons therefore prior to the effective date of such a suspension.
  - d. **Demotion:** Demotion, except as is otherwise provided herein, is a change from one position to another position lower in rank or compensation. The term "demotion", as used herein, shall not include any action taken by the Committee in not reappointing a professional employee to assignments and/or positions routinely made on a school year basis. The professional employee will be given written notice of his/her demotion and the reasons therefore prior to the effective date of said demotion.
  - e. **Dismissal:** Dismissal, except as is otherwise provided herein, is the dismissal of a professional employee from the employ of the Committee. The term "dismissal", as used herein, shall not include the dismissal of a professional employee without professional teacher status (PTS) who has not been teaching in the New Bedford Public Schools for more than ninety (90) days. The professional employee will be given written notice of his/her dismissal and the reasons therefore prior to the effective date of said dismissal and shall not include the action of the Committee in not renewing the contract of a professional employee without PTS. Said dismissal of a professional employee without PTS and the action of the Committee in not renewing the contract for a professional employee without PTS, shall not be considered as "adverse action", as defined herein.

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2. It is recognized that Chapter 71 of the General Laws of Massachusetts provides specific procedures which must be adhered to for discipline and dismissal against employees. In any such case, the election of remedies procedure contained in Article XXV, Section D, Subsection 10, d, shall apply.

H. **Evaluation System of Professional Employees**

1. The Committee and the Association recognize that Chapter 71, Section 38 of the Massachusetts General Laws requires certain minimum standards which must be met in evaluating professional employees. These standards and any additional requirements are subject to collective bargaining under Chapter 150E of the Massachusetts General Laws. The present evaluation instrument shall remain in effect until such time as a new instrument is negotiated.
2. A professional employee's use of sick leave may be noted by an evaluator under remarks when it is a factor in determining the overall performance of such employee. Any reference to absence information on evaluation forms where such absence is not a factor in performance may not be used. The employee may note the reason for absence on the form.
- H. 3. A subcommittee appointed by the Employer and a subcommittee appointed by the Association will begin meeting as soon as possible for the purpose of recommending changes to the form(s) and procedure(s) currently in use for the evaluation of employees. Such Committee will make every effort to complete such recommendations in an expeditious manner. The goal of such committee shall be to report its recommendations to the respective negotiations teams of the Parties with the intent being that such negotiations be concluded timely for implementation of any changes during the 2002-2003 school year.

**ARTICLE IX**

**FILES OF PROFESSIONAL EMPLOYEES**

All professional employees' files shall be maintained under the following circumstances:

1. No material derogatory to a professional employee's conduct, service, character, or personality shall be placed in the files unless the professional employee has been previously notified and given ten (10) school days to review the material. A copy of such notice shall be forwarded to the Association when it is provided to the professional employee. Such material shall be put in the file only with the professional employee's initials signifying that he/she has reviewed it or a statement signed by the Superintendent or his/her designee that the professional employee was notified and did not request to review it or refused to initial it. A professional

employee's initials on such materials shall merely signify that he/she has reviewed it and does not necessarily indicate agreement with its contents.

2. No material pertaining to the conduct, service, character, or personality of a professional employee that is not substantiated shall be placed in the professional employee's file.
3. Within thirty (30) school days after the date a professional employee has reviewed or acknowledged reviewing the material pursuant to Section 1 above, a professional employee shall have the right to answer any material put in his/her personnel file and have the answer attached to the file copy.
4. The Superintendent or his/her designee shall, at the written request of a professional employee, permit the professional employee, by appointment, to inspect the contents of his/her personnel folder, files, cards, and records and make copies of such contents and records in the presence of the Superintendent or his/her designee, and if he/she so desires, a representative from the Association.

## **ARTICLE X**

### **PROMOTIONS**

#### **A. Posting**

1. All vacancies in promotional positions shall be posted in every school or included in the Personnel Bulletin. The posting shall clearly set forth a description of and the qualifications for the position, including the duties and salary.
2. When school is in session, such notice shall be posted or included in the Personnel Bulletin as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than five (5) days before such date.
3. Professional employees who desire to apply for such vacancies shall submit their applications, in writing, to the Superintendent or his/her designee within the time limit specified in the notice.
4. The Committee agrees to give due weight to the professional background and attainment of all applicants, the length of time each has been in the school system, and other relevant factors. In filling such vacancies, preference will be given to professional employees already employed by the Committee. Each professional employee or applicant not selected will receive written notification from the Superintendent or his/her designee that he/she was not selected within 15 days of the decision by the School Committee.

**B. Definition**

Promotional positions are defined as vacancies in positions within the Unit B Collective Bargaining Agreement between the Association and the Committee.

**C. Summer Notices**

Professional employees who desire to receive notification of any vacancies which shall occur during the summer vacation period shall submit their names and addresses to the Superintendent or his/her designee. The Superintendent or his/her designee shall notify said professional employees of any vacancies including a description and duties thereof, the qualifications for the position, and the salary. Such notification shall be sent as far in advance as practicable, ordinarily at least fourteen (14) days prior to the final date of application and in no event less than seven (7) days prior to such date. In addition, the Superintendent or his/her designee shall, within the same time period, post a list of vacancies to be filled during the summer on a Personnel Bulletin Board provided for such purpose at the Administration Office on County Street and shall send such list of positions to the Association.

**ARTICLE XI**

**INCLUSION**

**A. Notification**

1. By March 1, Principals shall meet with all teachers in the building to discuss the inclusion plan for the next school year.
2. Teachers shall be notified by March 15 if their building is going to be an Inclusionary school for the next school year.

**B. Placement**

1. Principal shall meet with Special Education teachers in buildings by the end of the school year to discuss their placement.
2. Principals will discuss with Special Education teachers their assignments for the following school year no later than five (5) school days prior to the last workday in June.
3. A Task Force consisting of three (3) members from the NBEA and three (3) members appointed by the School Committee (at least one of which shall be a member of the School Committee) shall be appointed for the purpose of reviewing the current Least Restrictive Environment model(s) and establishing system wide LRE guidelines.

This Task Force shall report to the School Committee no later than June 1, 1999 with their recommendations.

## **ARTICLE XII**

### **HOURS AND WORKLOAD OF PROFESSIONAL EMPLOYEES**

#### **A. Workday**

1. The work day for professional employees shall be as follows:

#### **Teacher Workday**

Elementary -	8:15 a.m. - 2:30 p.m.
Pulaski -	8:45 a.m. - 3:00 p.m.
Junior H.S. -	7:50 a.m. - 2:45 p.m.
High School -	7:30 a.m. - 2:25 p.m.

Professional employees must have reported to their schools in sufficient time to be ready and available to assemble students to begin the student day at the above referenced times.

2. Elementary professional employees shall not be required to remain in school more than one-half hour after the normal dismissal time for students and then only as required for specific and necessary purposes such as detention of students or conferences with parents and students. Secondary professional employees shall not be required to remain in school more than twenty-five (25) minutes after the normal dismissal time of students and an additional one-half hour as required for specific and necessary purposes such as detention of students or conferences with parents and students.

3. **Elementary Before School Duty**

- a. The Superintendent may authorize the Principals of elementary schools to provide the opportunity for professional employees to volunteer for before school assignments. In elementary schools of 600 or more students no more than six (6) professional employees may volunteer. In elementary schools of 300 to 599 students no more than four (4) professional employees may volunteer. In elementary schools of 299 or less students no more than two (2) professional employees may volunteer.
- b. The Superintendent may authorize the Principals of secondary schools to provide the opportunity for professional employees to volunteer for before school assignments. No more than six professional employees may volunteer

at the senior high school and no more than four may volunteer at the Junior High schools or West Side Junior and Senior High School.

- c. Professional employees may volunteer at elementary schools by semesters for before school duty from 8:00 a.m. to 8:15 a.m. (Pulaski 8:30 a.m. to 8:45 a.m.). Secondary professional employees who volunteer shall report 15 minutes before the work day.

If there are more volunteers than required according to the preceding section, the most senior professional employees who volunteer will be selected for the first semester. The next most senior professional employees who volunteer will be selected for the second semester.

At the beginning of each school year, selection of volunteers will be made on the basis of seniority starting again with those volunteers who are most senior.

- d. If there are not enough volunteers, the remaining members of the staff regularly assigned to the building will rotate on a weekly basis in order of seniority with the least senior selected first.

All staff members regularly assigned to a school will be required to perform this duty if a weekly rotation is necessary.

- e. Professional employees who are assigned to before school duty shall be compensated in accordance with the contractual hourly rate for before or after school assignments then in effect, i.e. \$23.00 per hour for 1/1/99 - 6/30/99, \$24.00 per hour for the 1999-2000 school year, and \$25.00 per hour for the 2000-2001 school year.
- f. Professional employees who volunteer for before school duty for an entire semester shall receive a stipend as regular compensation as follows:

1999-2000	\$543.00 per semester
2000-2001	\$566.00 per semester

- 4. If there is to be a system-wide general staff meeting on Orientation Day, it will be held at 1:00 p.m.
- 5. Effective January 1, 1999, professional employees who are required to attend TEAM evaluations after the workday (including any after school time as provided in this section A) shall be compensated at an hourly rate of twenty-three dollars (\$23.00). Effective July 1, 1999, the hourly rate shall be twenty-four dollars (\$24.00) and effective July 1, 2000, the hourly rate shall be twenty-five dollars (\$25.00).

6. On the Wednesday prior to Thanksgiving and on the final day of classes, professional employees shall remain in their assignments fifteen (15) minutes beyond the actual dismissal time of students.

**B. Work Year**

1. The work year of all professional employees covered by this Agreement shall be no more than one hundred eighty-five (185) workdays which shall include one (1) Orientation day and three (3) Professional Development days.
2. Notwithstanding the above, guidance counselors will be required to work five (5) days beyond the regular work year of teachers. The compensation for such days will be at the per diem rate of the Masters Degree level. Such days shall be scheduled contiguous to the regular teacher school year.

**C. School Vacations**

1. In the school year 2001-2002, the Christmas recess will begin at the close of school on Friday, December 21, 2001, and classes will resume on Wednesday, January 2, 2002.
2. Schools shall be closed the full week (Monday through Friday) that includes the third Monday of February.
3. Schools shall be closed the full week (Monday through Friday) that includes the third Monday of April.

**D. Holidays**

1. Schools shall be closed on all legal holidays, on Good Friday, and for two and one-half (2 1/2) consecutive days beginning on the day preceding Thanksgiving Day
2. The vacation days that precede or extend beyond the full week of the Christmas vacation are to be considered holidays.
3. All holidays shall be celebrated on the day designated for such celebration.

**E. Superintendent, Assistant Superintendent, Principal, Director, Department Head, and Evening Meetings**

1. Professional Employees shall not be required to attend general staff meetings or other after-school meetings called by the Superintendent of Schools more than once a year. Such meetings shall be scheduled at least two (2) weeks in advance.

2. Professional Employees shall not be required to attend building meetings or other after-school meetings called by the principal of a school more than once a month, and such meetings shall not ordinarily last more than one (1) hour, but in no case shall such meetings last more than one (1) hour and fifteen (15) minutes.

A yearly schedule for monthly staff meetings will be distributed in September of each year. In the event a meeting has to be rescheduled, the Principal must provide 7 calendar days notice of the rescheduled date. If a meeting has been rescheduled, the Principal shall not deny reasonable requests to be excused.

3. Professional Employees may be required to attend one Assistant Superintendent and one Director/Coordinator/Department Head meeting per month. There will be ten (10) school days notice of such meetings. Except for emergencies, meetings called by a Director/Coordinator/Department Head shall be scheduled at least five (5) school days in advance. Such meetings shall not ordinarily last more than one (1) hour, but in no case shall such meetings last more than one (1) hour and fifteen (15) minutes. When the Assistant Superintendent for Special Services has an in-service meeting necessitated by state mandate and when an outside guest speaker is called in, the meeting may last for two (2) hours.
4. Professional Employees shall not be required to attend more than one (1) evening meeting each year for open house and/or parent visitation, and such meetings shall not last more than two (2) hours. At the High School, professional employees shall not be required to attend more than two (2) evening meetings each year for open house. Such meetings shall not last more than one and one half (1 1/2) hours each. All evening meetings shall end no later than 9:00 p.m. In addition, each professional employee may be required to be on duty no more than one (1) evening per year for such functions as plays, shows, and recreation events for the pupils.
5. Attendance shall not be required at any other general staff, building or evening meetings outside the workday and shall be at the option of the individual professional employee except that new personnel may be required to attend additional orientation meetings.
6. Upon the request of the Association or the Superintendent, a monthly meeting between the Superintendent and representatives of the Association shall be scheduled. Interested staff members may, with the approval of the Association, request and meet with their respective Directors or Administrators up to three (3) times per school year.
7. For the purpose of consultation, with respect to collective bargaining issues or issues related to contract enforcement, interested staff members may, with the approval of the Association, request and meet with their respective directors or administrators up to three (3) times per school year.

## **F. Duty-Free Period**

1. Professional employees in all schools shall have a duty-free lunch period of no less than thirty (30) minutes. Whenever possible, the administrator of each school will endeavor to schedule the duty-free lunch time for professional employees at the same time their students are eating lunch.
2. Professional employees in the elementary schools shall have one unassigned period in the morning of no less than fifteen (15) minutes, provided that arrangements are made by the professional employees to adequately supervise the class with the cooperation of the principal. If the principal determines the class is not adequately supervised, the unassigned period may be suspended until arrangements can be made by the professional employees, provided that no principal shall determine that all professional employees in his/her school shall not have an unassigned period in the morning.

## **G. Elementary Preparation Time**

1. Elementary professional employees shall not be required to remain in the classroom while special subject professional employees are providing instruction. Every effort will be made to provide substitutes for art, music, and physical education professional employees so that the elementary professional employees will receive their preparation time as scheduled or the alternate week at the same scheduled time. These substitutes need not be certified.
2. In order to provide additional elementary preparation time, students at the elementary level shall be dismissed on Fridays one and one-half (1 1/2) hours earlier than the normal dismissal time for students beginning the first Friday of the school year. Professional employees shall be required to remain in their schools until the normal dismissal time, (for most schools 2:30 p.m.). Administrative meetings will not be scheduled during this time period.

## **H. Secondary Professional Employee Workloads**

1. All secondary professional employees shall have, in addition to their lunch period, six (6) preparation periods per teaching cycle or five (5) preparation periods per five (5) day week.

Block scheduling at the high school will consist of eighty three (83) minute blocks. The planning/common planning time shall be daily and an eighty three (83) minute block.

All secondary professional employees at the high school shall have in addition to their lunch period, no more than three (3) teaching periods per day per semester or

no more than six (6) teaching periods (3 teaching periods in semester 1, and 3 teaching periods in semester 2) per year.

Teachers willing to volunteer for a duty assignment in lieu of one teaching block will inform their administrator in writing.

2. Existing teaching periods at the secondary level shall not be increased during the term of this Agreement.
3. The number of dissimilar class preparations per professional employee in the secondary schools will be kept to a minimum consistent with the implementation of a sound educational system. The Committee will endeavor to limit dissimilar class preparations to three (3) annually per professional employee. Prior to assignments of a fourth dissimilar class preparation (annually), the Association and the Superintendent or his/her designee will meet and review professional employee schedules to determine whether the additional dissimilar preparations can be avoided. The decision of the Superintendent or his/her designee shall be final, except that no professional employee shall be assigned more than five (5) dissimilar class preparations (annually).
4. A professional employee may request a meeting with the Superintendent of Schools to review the distribution of class levels in his/her schedule by the administration. The decision of the Superintendent concerning equitable distribution of class levels shall be final.
5. Schedules for the following school year will be delivered no later than five (5) school days prior to the last workday in June. It is understood that on occasion, unavoidable circumstances may require the altering of schedules after the close of the work year in June.

## I. Professional Employees Serving as Substitutes

1. The Administration shall make every effort to obtain substitute teachers to replace professional employees as necessary, and no regularly assigned professional employee shall be used as a substitute teacher except for the failure of the substitute to arrive on schedule, or the inability to secure a substitute. The Administration will attempt to obtain substitutes for all personnel including specialists.
2. At the beginning of each school year, the principal of each secondary school shall establish a list of professional employees who volunteer to substitute for absent professional employees. At the beginning of each term, a professional employee may remove his/her name from such list. A professional employee may add his/her name to the list at any time. The principal shall assign a regular professional employee from a list of volunteers at his/her school to substitute when necessary. There will be an equitable rotation of employees on the volunteer list.

3. In the event a substitute teacher cannot be obtained and there is no professional employee available on the volunteer list, then the principal may assign any regular professional employee to substitute. There will be an equitable rotation of said professional employees.
4. It is understood that no professional employee shall be compensated for substitute pay for any failure to be assigned under the above Sections 2 or 3.
5. Professional employees serving as substitutes in the Junior High Schools shall be paid additional compensation at the rate of sixteen dollars (\$16.00) per class or portion thereof served as a substitute.

Professional employees serving as substitutes in the Senior High School shall be paid additional compensation at the rate of thirty-two dollars (\$32.00) per block or portion thereof served as a substitute.

6. Professional employees serving as substitutes in the elementary schools shall be paid eighty dollars (\$80.00) per day provided the class is not divided between two or more professional employees. If the class is divided between two or more professional employees, each professional employee shall receive additional compensation of forty dollars (\$40.00) per day.
7. No professional employee shall be assigned more than one (1) additional class to supervise as a substitute.

#### **J. Instructional Media Center Representatives**

1. To the extent permitted by the schools schedules to which the Instructional Media Representatives are assigned, the Committee will endeavor to minimize the assignments to non-teaching duties.
2. Instructional Media Representatives who are not full time but are performing such duties in addition to their teaching duties shall be compensated at the Club rate as provided in Appendix A, Schedule D.
3. The Instructional Media Representatives at each Junior High School shall not be assigned homeroom or other non-teaching assignments.
4. The Instructional Media Representative is defined as a member of the bargaining unit in each junior high or elementary school who is in charge of ordering and distributing audio visual material.

## **K. Schedules of Special Subject Professional Employees and Itinerants**

1. Professional employees who are itinerants, and professional employees in Pupil Personnel Services, including, but not limited to, Speech and Language Pathologists, School Psychologists, Adjustment Counselors, and Physical Therapists shall not be reassigned unless there is first a meeting with the appropriate Director. If the reassignments occur, the affected professional employees will have the right to remain with their primary assignment (school at which majority of time is spent). Primary assignment is to be distinguished from the current assignment which is the total assignment), or they may choose the newly resulting assignments. If more than one professional employee is involved, then the selection of the assignment shall be made on the basis of seniority. The assignments will not be made arbitrarily by the directors.

Every effort will be made to notify Professional Employees who are itinerants and Professional Employees in Pupil Personnel Services, including but not limited to Speech and Language Pathologists, School Psychologists, Adjustment Counselors, and Physical Therapists of their assignment prior to the end of the school year, but no later than August 1.

If a new assignment is created and there is no Itinerant/Pupil Personnel Services employee who has this as a primary assignment, Itinerant/Pupil Personnel employees may bid on this new assignment. If current employees in the district meet the qualifications of the new assignment, they shall be given preference over new hires.

Notwithstanding the above, any vacant assignment created by the bidding process shall be posted in accordance with Article XIII - Transfers. In the event special qualifications are required, the decision of the Superintendent shall be final.

2. If any professional employee is dissatisfied with the reassignment(s), he/she may request a meeting with the Superintendent of Schools to review his/her assignments and schedules. The decision of the Superintendent concerning the assignment(s) or the schedule(s) shall be final.

## **ARTICLE XIII**

### **TRANSFERS AND REASSIGNMENTS**

#### **A. Definitions**

1. A transfer or reassignment is defined as a change in the grade and/or subject assignment and/or building assignment of a member of the bargaining unit.

2. Promotional positions, as defined in Article X of this Agreement, and vacancies, as defined in Article XIII of this Agreement, are excluded from coverage by this Article except in cases when an employee holding such position transfers or is transferred to another position which has the same job title and salary level as his/her current position.

**B. New Personnel**

The Superintendent shall assign all newly elected personnel to their specific positions which shall be within the type of service for which the professional employee has been elected by the Committee. The Superintendent shall give notice of assignments to new professional employees as soon after election as practicable.

**C. Posting and Notice**

1. No later than May 1st of each school year, the Assistant Superintendent for Personnel shall post in all school buildings a list of the known vacancies which will occur during the following school year.
2. Notices of involuntary transfer or reassignment shall be given to professional employees as soon as possible.
3. Professional employees who desire a voluntary transfer or reassignment shall file a statement of such desire with the Superintendent or his designee within two (2) weeks of the posting of the position. Such statement shall include the position and/or grade and/or subject to which the professional employee desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference, and a separate statement shall be filed in applying for each vacancy.
4. As soon as practicable, and whenever possible, at least one week prior to the close of the school term, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all professional employees who have been reassigned or transferred and the nature of such reassignment or transfer.

If such schedule is not available before the close of the school term, it shall be posted on a personnel bulletin board at the Administrative Office on County Street and sent to the Association as soon as it is available and posted in each school at the opening of school the next September. In addition, it shall be sent to any professional employee who leaves a self-addressed, stamped envelope with the Superintendent for that purpose.

5. All postings shall clearly set forth a description of and the qualifications for the position including the duties and salary. Such qualifications shall not be changed after having been posted without prior written notice to the Association and without

the new amended notice having been posted. Such qualifications shall reflect the reasonable requirements of the job.

6. When school is in session, such notice shall be posted or included in the Personnel Bulletin as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than five (5) school days before such date.
7. Professional employees who desire to receive notification of any vacancies which shall occur during the summer vacation period shall submit their names and addresses to the Superintendent or his/her designee. The Superintendent or his/her designee shall notify said professional employee of any vacancies including a description and duties thereof, and the qualifications for the position, and salary. Such notification shall be sent as far in advance as practicable, ordinarily at least fourteen (14) days prior to the final date of application, and in no event less than seven (7) days prior to such date. In addition, the Superintendent or his/her designee shall, within the same period, post a list of vacancies to be filled during the summer on a personnel bulletin board provided for such purposes at the Administration Office on County Street and shall send such list of positions to the Association.
8. The Association shall be provided with a copy of all positions issued pursuant to this Article within the time limits set forth in Sections 6 and 7 above.

#### D. **Procedures**

1. When an involuntary transfer or reassignment is necessary, qualified elementary professional employees within the building affected may volunteer to be transferred or reassigned and will assume involuntary transfer status. If there is more than one (1) volunteer, the most senior employee shall be transferred.
2. Procedures for In-building Transfers:

When vacancies occur in a building for the next school year, the principal of the building shall post the list of vacancies on the bulletin board. The following shall be the order in which vacancies are to be filled:

- a. A professional employee in a building where a vacancy occurs who wishes to fill that vacancy shall be placed in that position provided the vacancy becomes known prior to the May 1st posting, and provided the professional employee is qualified in that teaching area.
- b. If more than one professional employee applies for the same vacancy, the most senior professional employee shall fill the position.
- c. Such transfers shall be completed by April 15th.

**3. Procedures for System-Wide Transfers:**

- a. Vacancies on the May 1st posting shall be filled by a voluntary transferee based on seniority. No professional employee may transfer out of his/her present area of teaching at this time. Involuntary transferees shall retain the right to transfer voluntarily on the May 1st posting.
- b. After the procedures in Paragraph (a) have been followed, all known vacancies shall be listed by the Assistant Superintendent for Personnel no later than June 1st. These vacancies shall be filled by involuntary transfers according to rules set up in Sections 5 and 6 below. An involuntary transferee may transfer out of his/her present area of teaching only if failure to do so would cause that professional employee to be laid off.

In the event of a decline in the Bilingual or Special Education Programs, and in the event that an involuntary transferee status exists, professional employees with professional teacher status in the Bilingual or Special Education Programs will be given the option to bid into the mainstream on the basis of Seniority on the June 1st listing.

Any professional employee may volunteer to be an involuntary transferee. Once a professional employee declares to be an involuntary transferee, his/her position will be added to the vacancies on the May 1st list. Declarations shall be made in writing to the Assistant Superintendent for Personnel and must be received no later than 4:00 p.m. on the last school day on or before April 1st.

- c. After involuntary transfers are completed, if there are any positions remaining vacant, these positions may be opened once more to voluntary transfers. At this time professional employees may elect to transfer out of their present area of teaching. In the event positions are opened under this paragraph, the posting for such openings shall be made on August 1st.
- d. Only after all contracted professional employees have been satisfactorily placed in positions for which they are certified, can the remaining vacancies be filled through new appointments by the School Committee.
- e. When Special Education Classes are redesignated, the professional employee owning the position in the redesignated class shall have the option of remaining with the class or becoming an involuntary transferee. If the Special Education Class must change buildings, the professional employee owning the position shall have the option of remaining with the class or becoming an involuntary transferee.

4. If more than one professional employee being involuntarily transferred or reassigned applies for the same vacancy, the most senior qualified professional employee as defined in this Agreement shall be appointed.
5. If there are no volunteers to be involuntarily transferred or reassigned as provided in Section D 1, the following procedure shall be followed at the elementary level:
  - a. The least senior professional employee within the affected building, as defined in this Agreement, shall be involuntarily transferred or reassigned. Additional professional employees to be involuntarily transferred or reassigned shall be selected in inverse order of seniority. Professional employees remaining in the building whose assignments have been affected by said changes but who have not been transferred or reassigned out of the building as a result of their seniority status, shall fill those vacancies created by transfers or reassignments. If more than one professional employee so affected remains in the building he/she shall be allowed to select from vacancies in that building in order of seniority.
  - b. If there is to be an involuntary transfer or reassignment of professional employees who are assigned to more than one building, the least senior professional employee whose assignment is affected by the decision causing such involuntary transfer or reassignment shall be transferred first. Additional professional employees to be transferred or reassigned shall be selected in the inverse order of seniority.
  - c. If an elementary position is eliminated, the least senior professional employee in that building shall be considered an involuntary transferee. If a vacancy does not exist to place this professional employee, then the least senior elementary professional employee system-wide in that same area of teaching shall be terminated or he/she placed on the involuntary transfer list as recommended by the Superintendent.
6. If there are no volunteers to be involuntarily transferred or reassigned as provided in Section 1, the following procedures shall be followed at the secondary level:
  - a. In selecting professional employees to be involuntarily transferred or reassigned at the secondary level, the least senior professional employee, as defined in this Agreement, teaching within the building and within the department and within the area of certification affected by the changes causing the involuntary transfer or reassignment, shall be transferred or reassigned first. Additional professional employees to be involuntarily transferred or reassigned from that department and that building and that area of certification shall be selected in the inverse order of seniority.

- b. Professional employees remaining in the affected department, building, and area of certification whose assignments have been affected by said changes, but who have not been transferred or reassigned from the department, building, or area of certification because of their seniority status shall fill those vacancies created by the transfers or reassignments of the least senior professional employee in that department and area of certification provided that they are qualified to fill such a vacancy. If there is more than one (1) professional employee so affected, they shall be allowed to select from vacancies for which they are qualified within that department, building, and area of certification in order of seniority.
  - c. If a secondary position is eliminated, the least senior professional employee in that department and that building shall be considered an involuntary transferee. If a vacancy does not exist to place this professional employee, then the least senior secondary professional employee system-wide in that department shall be terminated or be placed on the involuntary list as recommended by the Superintendent.
- 7. In the event that a professional employee's exercise of the transfer rights and procedures, as hereinbefore provided, shall act so as to cause the layoff of a member of the bargaining unit, such rights shall be abridged to the extent necessary to prevent the layoff. Said abridgment shall only occur with the mutual consent of the Committee and the Association.
- 8. No professional employee shall be involuntarily assigned or transferred to teach outside of his/her area of certification and major field of study without his/her consent.
- 9. No professional employee shall be involuntarily transferred or reassigned for disciplinary reasons.
- 10. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual professional employee will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system. The Superintendent or his/her designee may request a written recommendation from the sending or receiving administrator on the request for transfer. If more than one professional employee has applied for the same position, seniority shall be a significant factor in determining which professional employee shall be given the position.
- 11. No openings shall be filled on a permanent basis during the school year in a position that has not been posted. All such openings filled during the school year or on an emergency basis shall be deemed open at the close of the school year. Any professional employee, except long-term substitutes, assigned to fill a non-posted opening shall retain all rights to their previous position. Said professional

employees may bid on the job they held temporarily along with other voluntary transferees on the May 1st posting. Any positions created too late to appear on the May 1st posting shall be filled by assignment and posted on the May 1st posting of the following school year.

12. If a professional employee is assigned for two (2) consecutive years to a federally or state funded position, his/her position shall be posted on the next May 1st posting. The professional employee assigned to a federally or state funded position shall be considered an involuntary transferee and may bid in accordance with the procedures outlined in this Article.

#### **E. Superintendent Meeting**

1. An involuntary transfer or reassignment shall be made only after a meeting between the professional employee involved and the Superintendent or his/her designee, at which time the professional employee will be notified of the reasons thereof, except that a temporary transfer or reassignment up to thirty (30) school days can be made in an emergency without such a meeting. In the event that a professional employee objects to the transfer or reassignment at this meeting, upon request of the professional employee, the Association will be notified, and the Superintendent or his/her designee will meet with the Association's representative to discuss the matter.
2. The Association, at its option, may count the initial time limit for filing grievances relative to involuntary transfers or reassignments from the day following the date upon which such meeting has taken place or from the date of the violation.

### **ARTICLE XIV**

#### **VACANCIES**

##### **A. Posting**

1. All vacancies in positions in which a salary differential is applicable, in accordance with the terms of this contract, shall be posted in every school or included in the Personnel Bulletin clearly setting forth a description and the qualifications for the position, including the duties and salaries.
2. When school is in session, such notice shall be posted or included in the Personnel Bulletin as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than five (5) school days before such date.

3. Professional employees who desire to apply for such vacancies shall submit their applications, in writing, to the Superintendent or his/her designee within the time limit specified in the notice.
4. The Committee agrees to give due weight to the professional background and attainment of all applicants, the length of time each has been in the school system, and other relevant factors. In filling such vacancies, preference will be given to professional employees already employed by the Committee. Each professional employee or applicant not selected will receive written notification from the Superintendent or his/her designee that he/she was not selected within fifteen (15) days of the decision by the School Committee.

**B. Summer Notices**

Professional employees who desire to receive notification of any vacancies which shall occur during the summer vacation period shall submit their names and addresses to the Superintendent or his/her designee. The Superintendent or his/her designee shall notify said professional employee of any vacancies, including a description and duties thereof, the qualifications for the position, and salary. Such notification shall be sent as far in advance as practicable, ordinarily at least fourteen (14) days prior to the final date of application, and in no event less than seven (7) days prior to such date. In addition, the Superintendent or his/her designee shall, within the same time period, post a list of vacancies to be filled during the summer on a personnel bulletin board provided for such purposes at the Administration Office on County Street and shall send such list of positions to the Association.

## **ARTICLE XV**

### **SCHEDULES OF PROFESSIONAL EMPLOYEES**

**A. Assignments**

In order to assure that students are taught by professional employees working within their areas of competence, professional employees shall not be involuntarily assigned to subjects and/or grades or other classes outside the scope of their teaching certificates and/or their major or minor fields of study except in accordance with the regulations of the State Board of Education and for good cause shown.

**B. Travel Limitation**

In arranging schedules for professional employees who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Such professional employees shall be notified of any change in their schedules as soon as practicable.

**C. Transportation Pay**

Audio-visual Assistants, Kindergarten Teachers, Adjustment Counselors, Teachers for Home/Hospital Instruction, Music, Physical Education, Speech and Language Pathologists, Teachers of the Hearing Impaired, Physical and Occupational Therapists, and other professional employees who are assigned to more than one (1) school each school day and are required to travel from one school to another during the school day, shall be allowed the annual sum of four hundred dollars (\$400.00) for transportation. The allowance shall be earned at the rate of forty dollars (\$40.00) per month of teacher service.

Commencing on July 1, 1999, the allowance shall be changed to five hundred dollars (\$500.00) annually at the rate of fifty dollars (\$50.00) per month.

**D. Travel Pay**

1. All professional employees will be reimbursed at the IRS rate for all travel by personally owned vehicle outside the City, not covered by Section C above, done by them in the performance of their duties, or for attendance at any conference or meeting to which they have been assigned or to which they are attending with the advance approval of the Superintendent. The above allowance will apply for all travel done by School Adjustment Counselors and Secondary Guidance Counselors, excluding meetings called pursuant to Article XII, Section E.

**ARTICLE XVI**

**SICK LEAVE**

**A. Annual Sick Leave**

1. Annual sick leave with full pay shall be allowed all professional employees on annual salary at the rate of one and one-half (1 1/2) days for each month of teaching service, not to exceed fifteen (15) days in any one year. Unused sick leave may be accumulated from year to year, but not in excess of one hundred eighty (180) days.
2. If a professional employee begins the school year with the maximum accumulation of sick leave and serves the entire school year without the use of more than five (5) sick leave days, he/she shall be allowed additional sick leave days credited to his/her accumulation for buy back purposes according to the following schedule:

<b><u> DAYS USED</u></b>	<b><u> DAYS CREDITED</u></b>
0	10
1	9
2	8

3	7
4	6
5	5

- 3. Employees who have the maximum number of accumulated sick leave days on the first day of school of any school year shall not lose sick leave credit for good attendance as provided in section A.2. (above) because of any assessment of sick leave to the sick leave bank.
- 4. Professional employees will be allowed to use eight (8) of their fifteen (15) days per year in cases of family illness of a spouse, child, or parent living in the household.

**B. Physician's Certificate**

Professional employees may be required, at the discretion of the Superintendent, to furnish a certificate from an attending physician when sick leave extends beyond three (3) consecutive school days.

**C. Independent Examination**

The Committee, at its own expense, reserves the right to have an independent physician examine any professional employee taking sick leave whenever, in its opinion, the professional employee may not be entitled to sick leave benefits.

**D. Use of Sick Leave**

It is specifically agreed that any professional employee who does not have any accrued sick leave to his/her credit may, during any one school year, use that school year's sick leave prior to its actual accrual. In the event a professional employee borrows leave, as provided in this paragraph and terminates employment with the system prior to actually earning sick leave, as provided in Section 1 of this Article, the professional employee agrees that an amount equal to the number of used but unearned sick leave days multiplied by 1/185 of his/her annual basic salary will be deducted from his/her final paycheck.

**E. Extended Illness**

The School Committee agrees to provide professional employees with PTS with the following extended illness plan:

- 1. In the event that a professional employee with PTS shall be absent from school due to illness or accident of an extended nature, which is verified by a physician to be twenty (20) school days or longer in duration, the professional employee with PTS shall be entitled to benefits under this extended illness plan. In order to qualify for benefits under this Article, a professional employee with Professional Teacher Status

must have earned 20 sick days as of the inception of the illness. (This includes unused personal days converted to sick days)

2. Such professional employee with PTS who complies with the above requirements shall be entitled to an additional number of sick days equal to the number of actual accumulated sick days at the inception of his/her extended illness.
3. The rate of compensation for his/her actual accumulated sick leave shall be full pay in accordance with current School Committee policy. The rate of compensation for the additional days in accordance with the extended illness plan shall be calculated in accordance with the following formula:

$$\text{Rate of Pay X} \frac{\text{Actual accumulated sick days at the inception of extended illness}}{\text{Total possible accumulated sick leave since inception of employment as specified in Section A 1.}} = \text{Rate of pay during extended illness}$$

4. Upon return from an extended illness, a professional employee with PTS shall continue to be eligible for the extended illness plan in the following manner:

A professional employee with PTS shall be entitled to additional sick days equal to the number of actual accumulated sick days since his/her return to work. Said days shall be compensated at the rate of pay calculated by multiplying his/her daily rate of pay times the ratio of actual accumulated sick days since his/her illness over the total possible accumulated sick days since his/her return to work.

5. Continuing treatments for prolonged illnesses, such as listed below, shall qualify for extended sick leave even though the absences are not consecutive:

Cancer  
Disabling paralysis caused by brain or spinal tumors, polio or multiple sclerosis  
Addison's Disease  
Coronary or cerebral thrombosis  
Disabling major bone fractures or dislocation  
Cystic Fibrosis  
Disabling limb amputations  
Chronic tuberculosis  
Chronic congestive heart failure  
Chronic rheumatic fever  
Dialysis

## AIDS

### F. Severance Pay - Retirement or Resignation

1. Each professional employee with PTS, retired by the Retirement Board after ten (10) years of satisfactory service in the New Bedford School System, shall receive in one lump sum fifty dollars (\$50.00) for each day of actual accumulated sick leave.

School year    2001-2002    \$65.00/day

2. Each professional employee with PTS, who resigns with ten (10) or more years of service and at maximum step of the salary schedule and with at least seventy-five (75) days of accumulated sick leave upon the effective date of resignation, shall receive in one lump sum fifty dollars (\$50.00) for each day of accumulated sick leave.

School year    2001-2002    \$65.00/day

3. In order to be eligible to collect severance pay under Sections 1 and 2 above, professional employees must give proper notice of resignation or retirement pursuant to Article VII, Section A of this contract.

### G. Severance Pay - Death

Upon the death of a professional employee, his/her estate shall receive the appropriate amount determined under Section F.1 above.

### H. Sick Leave Limitation

Sick days shall be deducted only for lost school days.

### I. Sick Leave Abuse

1. A doctor's verification of illness may be required by the Superintendent regardless of duration in cases when a pattern of sick leave indicates abuse of sick leave privileges. A requirement for medical verification in substantiation of an absence due to illness, regardless of duration, will not be invoked without first advising the employee of his/her questionable sick leave record, and giving him/her an opportunity to improve for a period of sixty (60) school days. At any meeting with the Superintendent dealing with this paragraph, the professional employee shall be entitled to Association representation. If there is no improvement, the employee may be advised in writing that future requests for sick leave may be supported by medical verification as a condition of sick leave payment for the next forty (40) school days. If a professional employee is absent due to illness during this period, he/she may call the Superintendent and notify the Superintendent of his/her illness.

The Superintendent may at that time request a verification of said illness. If no call is made to the Superintendent regarding said sick day, medical verification must be provided for sick day payment. Expenses, if any, resulting from verification of illness will be the responsibility of the employee. The Superintendent shall not act in an arbitrary manner in regards to this Article.

2. The Association may request semi-annually in January and June, if the Superintendent has required a professional employee to provide medical verification as a condition of payment under this Section. Any grievances filed under this Section I shall be individual grievances, not group grievances.

## **ARTICLE XVII**

### **TEMPORARY LEAVES OF ABSENCE**

Professional employees shall be entitled to the following temporary leaves of absence with pay each school year:

**A. Funeral Leave - Immediate Family**

In case of death in the immediate family of a professional employee, an absence of three (3) calendar days, including the day of the funeral. The term "immediate family", as used in this Article and Article XVIII, means husband, wife, parent, grandparent, grandchild, son, daughter, brother, sister or such in-laws and such step-family members. These three (3) funeral days, if used, must be taken within five (5) calendar days immediately following the death. No funeral leave will be paid for any day during school vacation weeks.

Notwithstanding the above, for cremation, the three (3) funeral days need not be consecutive, and not necessarily be within the five (5) day framework.

**B. Funeral Leave - Other**

In the case of the death of an aunt, uncle, niece, or nephew of a professional employee or spouse of a professional employee, an absence of one (1) calendar day to attend the funeral.

**C. Personal Leave**

1. Professional employees shall be granted two (2) days of personal leave annually. Such days shall be prearranged with the Principal or Supervisor whenever possible. Additional leave may be granted at the discretion of the Superintendent.
2. Unused personal days will be added to accumulated sick leave for the following school year if the professional employee does not have maximum accumulation. If a professional employee is at maximum accumulation, the unused personal leave will be credited to sick leave for buy-back purposes only, under Article XVI, Section F.

**D. School Visitation**

The Superintendent, without referral to the School Committee, may grant permission to professional employees to visit schools in the city or elsewhere without loss of pay when, in the opinion of the Superintendent, the best interests of the New Bedford Public Schools will be advanced thereby. However, not more than two (2) such visiting days may be allowed any professional employee in one school year, and any expenses incurred shall be paid by the professional employee requesting the permission.

**E. Religious Policy**

Existing religious policy on leave will be continued.

**F. Jury Duty**

If professional employees are required to serve jury duty during times that school is in session, the Committee shall guarantee to make up the difference between what the court pays and the professional employee's regular daily pay. The professional employee will submit to the payroll office a voucher of his/her earnings attributed to jury duty.

**G Court Appearance**

1. When a Professional employee is required to be absent from his/her assignment for a court appearance on matters connected with his/her official duties with the School Department, such absence shall not be deducted from his/her sick leave or personal leave.
2. If a professional employee is required by the Superintendent or his/her designee, or by subpoena, if required testimony relates to the official duties of a teacher, to appear in court as a witness on school-related business during school vacations; i.e., Thanksgiving Recess, Christmas Recess, Winter and Spring Recess, or July or August, he/she shall be paid effective 7/1/01 at the rate of twenty five dollars (\$25.00), per hour for time spent in court, with a minimum of two (2) hours' pay for each day in court.
3. If a professional employee is required by the Superintendent or his/her designee, or by subpoena, if required testimony relates to the official duties of a teacher, to appear in court as a witness on a school-related business after the normal workday, he/she shall be paid effective 7/1/01 at the rate of twenty five dollars (\$25.00) per hour
4. In the event an employee is required by subpoena to appear in court on matters not related to school business, the Superintendent may grant court leave, with pay, at his discretion.

## **H. Assault Leave**

When a professional employee is injured as the result of an assault in the performance of his/her duties and must be absent from school due to such injury, the School Committee shall pay the professional employee his/her full salary for the first five (5) days of absence, and the professional employee shall not suffer loss of any sick days for this period of time. After the first five (5) day period, the School Committee shall, for the period up to thirty (30) days, pay the professional employee the difference of what Workers' Compensation pays and the amount the professional employee earns on a daily basis. During this period of time, the professional employee shall suffer no loss of sick days. After the thirty (30) day period, the School Committee shall pay the same difference in pay of what Workers' Compensation pays and what the professional employee earns on a daily basis, however, the professional employee will lose that percentage of what the School Committee pays in sick days. Example: Workers' Compensation pays 2/3, the School Committee pays 1/3, and the professional employee loses 1/3 of a sick day.

# **ARTICLE XVIII**

## **EXTENDED LEAVE OF ABSENCE**

### **A. Volunteer Leave**

A leave of absence without pay of up to two (2) years will be granted to any tenured professional employee who joins VISTA as a volunteer, serves as an exchange teacher, or serves in the Peace Corps, and is a full-time participant in any such program. Upon return from such leave, a professional employee will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

### **B. Military Leave**

Military leave not to exceed four (4) years will be granted to any professional employee who is inducted or enlists in any branch of the armed forces of the United States in accordance with the Universal Military Act. Upon return from such leave, a professional employee will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system.

### **C. Maternity Leave**

1. A professional employee who is pregnant shall be entitled, upon request, to a leave without pay to begin at any time between the commencement of the pregnancy and one (1) year after the termination of her pregnancy. Said professional employee shall notify the Superintendent, in writing, of her desire to take such leave and,

except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A professional employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required functions.

A professional employee may alternatively request maternity leave without pay for two (2) school years provided that if the professional employee exercises this alternative she may not return during the two (2) year leave of absence without the approval of the Superintendent of Schools whose decision shall be final; and provided further that the professional employee will be assigned to as nearly as comparable a position as possible and will not be assured of the opportunity to return to her former position.

An employee who exercises the option to request maternity leave without pay for two (2) school years may request maternity leave for a second pregnancy during the two year maternity leave to begin at the expiration of the two (2) year period, but no leave will be granted for this second pregnancy for a period longer than the disability period, for the purpose of giving birth, in accordance with M.G.L. Chapter 151B, and Chapter 149, Section 105D. Maternity Leave for subsequent pregnancies shall not be affected by this paragraph.

2. A professional employee on maternity leave shall notify the Superintendent of Schools as soon as possible of her intent to return during the one (1) year period after the termination of the pregnancy and shall be entitled to return to her former position unless such position has been eliminated in which case the professional employee shall be assigned to as nearly as comparable a position as possible.
3. Unless a professional employee returns to duty on the expiration of the one (1) year period, her employment shall be terminated, unless the leave is extended using the procedure as provided in Section G of this Article.
4. Upon written application of a professional employee, a maternity leave may, at the discretion of the Superintendent, be extended or curtailed if unusual conditions exist.
5. A professional employee who has been employed ninety-one (91) days of the school year will, upon her return, be given credit for a full year's work on the salary schedule; however, the professional employee will not earn sick leave while on maternity leave.
6. A professional employee shall be entitled to take paid sick leave to cover the period of the maternity leave during which she was actually physically disabled due to the

pregnancy or the termination thereof, in accordance with the regulations issued by the Massachusetts Commission Against Discrimination under Massachusetts General Laws, Chapter 151B, Section 4, and Chapter 149, Section 105D. The inclusion of the Massachusetts Commission Against Discrimination regulations shall not act so as to create a six (6) month probationary period and/or to limit sick leave benefits to professional employees on maternity leave of eight (8) weeks or less.

7. A professional employee who has worked 150 days of the school year will, on her return, be given credit for a full year's work on the longevity schedule.

**D. Leave for Family Illness**

A leave of absence without pay or increment of up to one (1) year will be granted to a professional employee with PTS for the purpose of caring for a sick member of the immediate family. Immediate family is defined in Article XVII, A.

**E. Personal Illness**

Any professional employee with professional teacher status whose personal illness extends beyond the period compensated by sick leave will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness not to exceed one (1) year. Upon return from such leave, every effort will be made to assure that the professional employee is assigned to the same position he/she had before taking the leave, if available.

**F. Maintenance of Rights**

All benefits to which a professional employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, provided that the professional employee returned to service immediately upon the expiration of his/her leave.

**G. Request for Leave**

In unusual or grave personal circumstances or for the purpose of restoration of health, professional improvement, special educational service, or military service other than those cases specifically covered above, a professional employee with PTS may, upon the recommendation of the Superintendent be granted a limited leave of absence without pay when such leave seems to be in the best interests of the school system as well as of the individual professional employee.

**H. Extension of Leave of Absence**

All requests for extended leave will be applied for and granted in writing.

## **I. Child Rearing Leave**

1.     a.    A professional employee with PTS or a professional employee without PTS who has completed one (1) year of employment shall be entitled to an unpaid leave for a period not exceeding eight (8) weeks for the purpose of adopting a child. Said employee must give to the employer at least two (2) weeks' notice, if possible, of the anticipated date of departure and intention to return.  
  
b.    In the alternative, an employee with PTS who adopts a child shall, upon request, be allowed an unpaid leave of absence of two (2) school years for the purpose of child rearing for the years immediately following the adoption, provided that if the professional employee exercises this alternative he/she may not return during the two (2) year leave of absence without the approval of the Superintendent of Schools whose decision shall be final; and provided further that the professional employee will be assigned to as nearly as comparable a position as possible and will not be assured of the opportunity to return to his/her former position. Said leave may be applied for in increments of one (1) year.

If the leave of absence does not coincide with the start of the school year in September, employees whose leave commences within the first ninety-two (92) days of the school year will have that year count as the first full year of a leave of absence. If the employee's leave commences after the ninety-second (92nd) day of the school year, the remainder of the year will not count toward the two-year leave of absence.

2.    Special unpaid leave for the purpose of caring for a newborn infant shall be granted to a professional employee with PTS, provided the professional employee is the parent of the child or has the legal responsibility for the care and/or support of the child. Such leave shall be for a period of two (2) school years, and begin on September 1. Said leave may be applied for in increments of one (1) year.

## **J. Presidency Leave**

The President of the New Bedford Educators Association Inc. shall be granted a leave of absence, without pay, from his/her teaching position for the duration of the elected term. Upon leaving office, the professional employee shall return to his/her former position without loss of any benefits, except that if such leave exceeds four (4) consecutive years the president shall return to a similar position without loss of benefits.

## **K. One Year Leave of Absence**

The Superintendent shall grant a request from Professional Employees for a one year leave of absence without pay.

1. The request shall be made no later than April 1 prior to the commencement of the leave of absence. This provision may be waived at the discretion of the Superintendent
  2. The leave of absence shall be for one full school year and shall commence at the beginning of the school year.
  3. No more than ten (10) requests may be granted for a school year. Requests may be granted in excess of ten (10) at the discretion of the Superintendent.
  4. No professional employee may be granted a one year leave under this mandatory provision more than once. The Superintendent may waive this requirement at his/her discretion.
  5. In the event more than ten (10) requests are made for one school year, the Superintendent shall approve requests based upon the needs of the school department. The decision of the Superintendent, in this section K. 5 only, shall be final and not subject to grievance and/or arbitration.
- L. An employee on maximum salary step going on leave shall return to the new maximum step.
- M. Family Medical Leave Act (FMLA)
  1. The leave provisions set forth in other sections of this Agreement will prevail except in those instances where the FMLA provides greater benefits. Unpaid leaves of absence under the Agreement are inclusive of benefits provided under FMLA.
  2. The Committee shall not require the use of personal leave or sick leave, as set forth in Articles XVI and XVII of this Agreement, as a condition of taking an FMLA leave, but, if used, said personal or sick leave shall be inclusive of benefits provided under FMLA.
  3. Where both spouses are employed by the School Department, they are entitled to a combined total of twelve (12) weeks leave for: (1) birth, adoption or foster care; or (2) in order to care for a parent with a serious health condition.
  4. When both spouses are employed by the School Department, each employee is entitled to a twelve (12) week leave, without counting leave time taken by the other spouse, for their own serious health condition or to care for their child.

## **ARTICLE XIX**

### **SABBATICAL LEAVE**

#### **A. Condition for Leave**

A professional employee with PTS may, upon the approval of the Superintendent, be granted a sabbatical leave of absence for a period not to exceed one (1) year for the purpose of advanced study at any accredited institution of higher learning.

#### **B. Procedure for Request**

An applicant for sabbatical leave shall, on or before the April 1st immediately preceding the school year for which sabbatical is desired, submit to the Superintendent a written application for such leave. The application shall state the professional employee's reasons for requesting the leave, and shall include a description of the study/programs that he/she plans to engage in while on leave. The Superintendent shall decide which applicants shall be granted sabbatical leave and shall notify each applicant, in writing, of his/her decision no later than May 1st of the same school year.

#### **C. Criteria**

In considering an application for sabbatical leave, the Superintendent shall apply the following criteria:

1. Years of service in the New Bedford Public Schools.
2. Type of research or study planned.
3. Educational value of the proposed research or study to the New Bedford School Department.
4. The relationship of the proposed research or study to the professional employee.

Sabbatical leave shall not be recommended for the purpose of acquiring a Master's Degree.

Failure of an employee to complete the program of research or study, as agreed in writing between the applicant and the Superintendent, shall result in a reimbursement of the appropriate percentage of the salary paid based upon the pro-rata schedule of the program not completed.

#### **D. Compensation**

A professional employee on sabbatical leave shall be paid fifty percent (50%) of the annual salary which he/she would have received if he/she had remained on active duty with the

Committee, exclusive of any supplementary compensation which he/she may have been receiving in addition to his/her regular salary. During the time a professional employee is on sabbatical leave, he/she shall continue to receive the same Blue Cross/Blue Shield benefits and group life insurance benefits he/she was receiving prior to going on said leave.

**E. Requirement For Service Upon Return**

Prior to the granting of the sabbatical leave, the professional employee shall enter into a written agreement with the Superintendent that, upon the termination of such leave, he/she will return to service in the New Bedford Public Schools for a period equal to twice the length of the sabbatical leave, and that, in default of completing such service, he/she will refund the City of New Bedford an amount equal to such proportion of salary received by him/her while on said leave, as the amount of service agreed to be rendered. This Section shall not apply to employees who are excused by the Superintendent from this requirement for serious reasons.

**F. Maintenance of Rights**

Upon return from sabbatical leave, the professional employee will be placed on the Salary Schedule at the step which he/she would have achieved had he/she remained actively employed in the New Bedford School System, and will have restored to him/her all benefits to which he/she was entitled at the time the sabbatical leave commenced, including unused, accumulated sick leave, and will be assigned to the same teaching position held at the time said leave commenced, if such position exists, or if it does not exist, to a substantially equal position. No sick leave will be earned during a sabbatical leave.

## **ARTICLE XX**

### **FACILITIES**

**A. Policy**

Each school shall have the following facilities to the extent that such facilities can be provided without cost for new construction or major renovation of existing facilities or expenditure for new equipment:

1. Space in each classroom in which professional employees may safely store instructional materials and supplies;
2. A professional employee work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
3. An appropriately furnished room to be used as a faculty lounge, said room to be in addition to the aforementioned professional employee work area.

**B. Classroom Facilities**

The Committee shall provide a serviceable desk and chair for the professional employee in each classroom.

**C. Rest Rooms**

There shall be well-lighted, clean and properly equipped professional employee rest rooms in each school.

**D. Parking Facilities**

In those schools where parking facilities exist and space is available, an adequate portion of such facilities shall be reserved for professional employee parking. The Committee will be responsible for policing and enforcing parking regulations.

**E. Office - Guidance Counselors**

Each guidance counselor shall be provided with an appropriately furnished private office as soon as practicable.

**F. Office - Pupil Personnel**

An appropriately furnished private office will be provided in each building for the exclusive use of specialists from Pupil Personnel Services as soon as practicable.

**G. Health and Safety**

A Health and Safety Committee consisting of two (2) administrators, two (2) members of the Association, the Business Manager and the Facilities Manager will be established within 30 days of the execution of this Agreement. to develop a process for professional employees to identify and report matters of concern within their classrooms and/or buildings. The parties will review the process at the end of the 2001-2002 school year.

**ARTICLE XXI**

**PROTECTION**

**A. Reporting Assault**

Professional employees will immediately report, in writing, all cases of assault suffered by them in connection with their employment to the Principal of the school who shall then forward the assault report to the Superintendent of Schools.

**B. Availability of Information**

This report will be forwarded to the Committee which will comply with any reasonable request from the professional employee for nonprivileged information in its possession relating to the incident or the person involved.

**C. Insurance Coverage**

The Committee agrees to maintain existing levels of insurance covering any automobiles used by an employee in the course of their employment.

**D. Protection**

Professional Employees who suffer loss of, or damage to, personal property in the course of performing their duties may petition the Committee for reimbursement.

## **ARTICLE XXII**

### **ACCIDENT BENEFITS**

Whenever a professional employee is absent from school as a result of personal injury compensable under the Massachusetts Workers' Compensation Laws, caused by an accident arising out of, and in the course of his/her employment, he/she may elect to charge all or part of such absence during the period of temporary disability due to the accident to sick leave, in which event he/she shall receive the sick leave pay to which he/she is entitled for the period so charged, less the amount of any Workers' Compensation award made for temporary disability due to said injury for any period for which sick leave pay is paid. In the absence of such election, such professional employee shall not receive his/her sick leave payments during the period of his/her absence for temporary disability due to the accident, and his/her sick leave credit shall not be reduced by any reason of any Workers' Compensation payments he/she may receive for temporary disability due to injury. An employee may elect to draw upon such wages as have been earned by said employee prior to his/her injury and withheld for payment as so called "summer monies", during that period of time between the occurrence of the injury and the determination by the City Solicitor as to coverage by Workers' Compensation. An employee who makes such an election must take his/her remaining "summer monies" as a lump sum payment.

## **ARTICLE XXIII**

### **NON-CERTIFIED PROFESSIONAL EMPLOYEES**

**A. Professional Employees with Degrees, Not Certified**

Professional employees who have received college degrees but are not certified, but who are appointed by the Committee to regular teaching assignments (hereinafter referred to as

"Non-Certified Professional Employees Under Waiver") shall be paid at the first step on the regular salary schedule for a Bachelor's Degree.

**B. Benefits and Protections**

Non-Certified professional employees under waiver shall receive all of the benefits and protections provided for regular professional employees in this Agreement.

**C. Salary Upon Obtaining Certification**

Upon Certification, non-certified professional employees under waiver shall be advanced to the step on the regular professional employees salary schedule that they would have attained had they been certified when they commenced teaching in the school system.

**D. Exemptions**

Any employee exempted from certification requirements by state or federal statutes and/or regulations made pursuant to such statutes shall be compensated and advanced on the salary schedule at the same rate as certified professional employees if said statutes or regulations so provide.

## **ARTICLE XXIV**

### **SUMMER SCHOOL AND EVENING SCHOOL**

**A. Openings**

Openings for summer school and evening school professional positions shall be posted in each school and on the bulletin board at the Administration Office at County Street as soon as possible.

**B. Appointments**

Teaching positions in the summer school and evening school will, to the extent possible, be filled first by regularly appointed professional employees in the New Bedford School System.

**C. Compensation**

**7/1/01**

#### **SUMMER SCHOOL**

Certified Professional Employees	\$25.00/hr
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#### **EVENING HIGH SCHOOL**

Extension Program	\$25.00/hr
Self-Improvement Classes	\$25.00/hr

Certified Professional Employees                    \$25.00/hr

**ELEMENTARY EVENING SCHOOL**

Certified Professional Employees                    \$25.00/hr

**D. Reappointment**

Reappointment shall not be arbitrarily denied.

**ARTICLE XXV**

**USE OF SCHOOL FACILITIES**

**A. School Facilities**

In accordance with the Committee's usual policies on building use, the Association shall have the right to use school buildings without cost, except for custodian's fees, at reasonable times outside of school hours for meetings.

**B. Association Notices**

The Association, as the exclusive bargaining agent, shall have the right to place notices, circulars, and other material on faculty bulletin boards in the schools and in the mailboxes of professional employees. It is expressly understood that no member of the Administration will assume responsibility for the posting or distribution of material for the Association.

**ARTICLE XXVI**

**GRIEVANCE PROCEDURE**

**A. Definition**

A grievance is a claim based upon an event or condition which affects the welfare and condition of employment of any employee or group of employees and the interpretation, meaning or application of any term of this Agreement.

**B. Time Limits**

1. All time limits herein shall consist of calendar days exclusive of legal holidays. The time limits indicated hereunder shall be considered maximum limits unless extended by mutual agreement in writing. In the event a grievance is reported which cannot be resolved to the satisfaction of the Association using the time limits set out herein, prior to the termination of this Contract, and no succeeding contract has as yet been

signed by the parties hereto, then the Association may submit the grievance directly to arbitration.

2. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Association shall permit the aggrieved party or parties to proceed to the next step.
3. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
4. When a grievance arises, the grievance must be filed within thirty (30) days from the day of the event upon which the grievance is based or from the date when the professional employee had or should have had knowledge that he/she is aggrieved.

## C. **Adjustment of Grievances**

### **Level One**

A professional employee with a grievance shall, with or without a representative of the Association, present it to his/her Principal and/or immediate supervisor within the time limit specified in Paragraph B.4. Should the grievance involve a decision of the Superintendent of Schools, or the School Committee, it may be commenced at Level Two of this procedure.

### **Level Two**

In the event that the grievance shall not have been disposed of at Level One to the satisfaction of the aggrieved employee(s), or in the event that no decision has been reached within seven (7) days after presentation of the grievance to the immediate supervisor and/or principal, the grievance shall be reduced to writing and referred to the Superintendent of Schools within fourteen (14) days after the issuance of the unsatisfactory disposition or the expiration of the seven (7) day time limit provided herein, whichever comes first. Within fourteen (14) days after the receipt of the written grievance by the Superintendent, he/she or his/her designee shall meet with the aggrieved employee(s) and representatives of the Association in an effort to settle the grievance.

### **Level Three**

In the event that the grievance shall not have been satisfactorily disposed of at Level Two, or in the event that no decision has been rendered within twenty-one (21) days after the Level Two meeting, the grievance shall be referred, in writing, to the School Committee within twenty-one (21) days after the issuance of the unsatisfactory disposition or the expiration of the twenty-one (21) day time limit provided herein, whichever comes first.

Within twenty-one (21) days after receipt of the written grievance, the School Committee or its designee will meet with representatives of the Association in an effort to settle the grievance. In the event that such a hearing is held by designees, the decision shall be in writing and approved by the School Committee prior to its issuance. The grievant shall be granted a hearing by the full School Committee at his/her request on any disciplinary matter.

#### **Level Four**

In the event that the grievance shall not have been satisfactorily disposed of at Level Three, or in the event that no decision has been rendered within twenty-one (21) days after the Level Three meeting, the Association may refer the grievance, in writing, to the American Arbitration Association for arbitration under their rules, within twenty-one (21) days after the written issuance of the unsatisfactory disposition, or the expiration of the twenty-one (21) day time limit provided herein, whichever comes first. The results of such arbitration shall be final and binding on both sides.

#### **D. General Provisions**

1. The Association shall have the right to use, in its presentation at any level of this grievance procedure, any representatives of its own choosing.
2. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.
3. The School Committee acknowledges the right of the Association to participate in the processing of a grievance at any level.
4. Provided the parties agree, Level One and/or Level Two of the Grievance Procedure may be by-passed and the grievance brought directly to Level Three.
5. No reprisals of any kind will be taken by the School Committee or the school administration against any professional employee because of his/her participation in this Grievance Procedure.
6. The School Committee and the administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association with such information as is requested for the processing of any grievances.
7. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
8. If a grievance affects a substantial portion of the membership of a group or class of professional employees, the Association may submit such a grievance, in writing, to

the School Committee directly, and the processing of such a grievance will be commenced at Level Three.

9. All decisions rendered at Levels One, Two and Three of the Grievance Procedure, will be in writing, setting forth the decision and the reasons therefor, and will be transmitted promptly to the grievant and/or the Association.
10. The powers of the Arbitrator are limited as follows:
  - a. He/she shall have no power to add to or subtract from or modify any of the terms of the Agreement.
  - b. He/she shall have no power to set standards or policy or to decide any questions which, under this Agreement, are within the responsibility of the Committee to decide.
  - c. He/she shall confine his/her decision to the subjects submitted for arbitration.
  - d. Where arbitration is elected by the employee(s) as the method for resolving disputes involving suspension, dismissal, removal or termination, or any other disciplinary matter, it shall be the exclusive procedure for resolving any such dispute. However, once an action has begun under these arbitration procedures, the professional employee waives all rights to resolve the dispute under the statutory procedures set forth in Chapter 71. Such a waiver of the professional employee's rights under Chapter 71 must be in writing and is a condition of precedent to filing for arbitration under this Article. Also, a professional employee may not file a grievance under this Article once he/she has initiated judicial review of a School Committee action made pursuant to Chapter 71.
11. Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee(s) from discussing his/her grievance informally under the Grievance Procedure, and from having his/her grievance adjusted, without the intervention of the Association, provided any such adjustment is not inconsistent with the terms of this Agreement, and provided that the Association has been given the opportunity to be present at such adjustment to state its views. The Association may appeal any adjustments inconsistent with the terms of this Agreement made pursuant to this paragraph directly to binding arbitration pursuant to Level Four of the Grievance Procedure contained herein. Further, no dispute may be submitted to binding arbitration without consent of the Association.

## **ARTICLE XXVII**

### **DUES DEDUCTION**

#### **A. Association Dues**

The Committee agrees to deduct from professional employees' salaries dues to the New Bedford Educators Association, Inc., the Massachusetts Teacher's Association, and the National Education Association and to transmit the amount so authorized to the Treasurer of the New Bedford Educators Association, Inc.

#### **B. Authorization**

Each professional employee who desires to authorize such deduction shall file with the Financial Secretary of the New Bedford Educators Association, Inc., a signed and dated "New Bedford Educators Association Payroll Deduction Authorization Form" authorizing the Treasurer of the City of New Bedford to deduct from his/her weekly earnings and to remit to the Treasurer of the New Bedford Educators Association, Inc., an amount of money equal to the dues required for membership in the organizations so specified, a waiver of all right and claim against the Committee and the City of New Bedford and the officers and agents thereof for monies deducted and remitted in accordance with said authorization, and an agreement that such deductions and remittances shall continue from year to year as so authorized unless such professional employee notifies the Financial Secretary of the New Bedford Educators Association, Inc., in writing, of his/her desire to discontinue or to change such authorization, such notice to be given at least sixty (60) days in advance of the effective date of such discontinuance or change.

#### **C. Payment**

Deductions shall be made weekly beginning with the second payday in October of each year.

The Association agrees to save the City harmless from any action growing out of these deductions and commenced by any employee against the City and assumes full responsibility for the disposition of funds so deducted once they have been turned over to the authorized responsible Association official.

#### **D. Employee Absences**

If a professional employee who is absent on account of sickness, leave of absence, or for any other reasons has no earnings due him/her for a pay period, no deductions will be made from that professional employee for that period. These deductions will be made up at the completion of the regularly scheduled dues deduction period, upon notification by the Union.

#### **E. Other Deductions**

Deductions will be allowed at the request of the professional employee for the following: New Bedford Credit Union, Massachusetts Teachers Association Credit Union, Life Insurance, United States Savings Bonds, Dental Insurance, and annuity programs, as soon as practicable.

#### **F. Agency Fee**

1. The Committee agrees to require (during the term of this agreement) that all professional employees covered by this agreement except those professional employees certified to the Committee by the Association as being members of the Association as of the 45th day of their employment or the 30th day after the effective date of this agreement, whichever is later, shall pay to the New Bedford Educators Association a service fee set by the Association which fee shall not exceed the amount of dues paid to the Association by a regular active member.
2. In the event a professional employee fails or refuses to make payment of the service fee and has not challenged the fee under the regulations issued by the Labor Relations Commission, he/she shall be subject to a suspension of five (5) days at a loss of pay of 5/185 of the individual's annual salary.

#### **G. Employee Deductions**

The Committee will deduct from the paychecks of employees who so indicate in writing, an amount to be forwarded to the Association for participation in insurance programs offered and administered by the Association.

## **ARTICLE XXVIII**

### **CONSULTATION**

#### **A. Consultation with School Committee**

The School Committee agrees that if requested by the Association it shall meet in special session for the purpose of discussion on matters as determined by the Association, no more than four (4) times a school year. The Association agrees that it will provide the School Committee with a list of the topics which it wishes to discuss with the Committee. Any contemplated changes of policies or regulations will be provided to the Association ten (10) days prior to submission to the School Committee.

## **B. Advisory Committees**

Advisory Committees will be formed in each school building each September. The names of those elected will be submitted to the NBEA and the Principals by the Faculty Representatives. The purpose of these Committees is to improve lines of communication and to promote a free exchange of ideas to facilitate the educational process in the school buildings. These committees shall address issues of common concern in the building, including but not limited to discipline, scheduling, money collection, health and safety, and professional employees doing administrative duties. Each Advisory Committee shall submit a quarterly report of all meetings and recommendations to the staff in the building and to the Chairpersons of the Management/Association Committee on Employee Relations. These reports will be from the whole Committee. Said Committees may file additional reports as they deem necessary. Each Advisory Committee will be comprised of three (3) to five (5) professional employees elected by the staff in each building. In addition, the principal shall be a member of the Advisory Committee.

## **C. Management/Association Committee on Employee Relations**

There shall be established a committee at the system wide level to be known as the Management/Association Committee on Employee Relations. Such Committee shall be composed of six (6) members: three (3) representing the School Department and three (3) representing the Association. The Superintendent shall be the chairperson for the school administration and the Association President shall be the chairperson for the Association. The Superintendent shall name the other two administrators to the Committee and the Association President shall name the other two unit members of the Committee. The Superintendent may appoint an administrator(s) from Unit B to serve on the Committee. If no member of Unit B is appointed, the members of Unit B may appoint a member to attend all meetings of said Committee.

The purpose of said Committee shall be to receive any recommendations made by the Advisory Committees and to discuss matters of mutual concern to the employees and the employer. There shall be at least one meeting per quarter during the school year with the chairperson alternating between the School Department and the Association. Provided, however, whenever the parties mutually agree that there is no need for a meeting during a quarter, there shall not be a meeting. A report will be distributed to all professional employees in all buildings.

Both parties may submit items for the agenda to the Chairperson at least two (2) weeks in advance of any scheduled Committee meetings. The agenda shall be distributed one (1) week in advance of any scheduled Committee meetings.

It is understood that said Committee shall have no power to negotiate, alter or amend the terms of this Agreement. The actions of said Committee shall not establish any binding past practice upon the School Committee or the Association.

## **ARTICLE XXIX**

### **GENERAL**

#### **A. Association Rights**

The Committee shall not discriminate in any way against any professional employee by reason of his/her membership in or participation in the activities of the Association or his/her exercise of rights granted under the Agreement.

#### **B. Discipline of Students**

1. A professional employee who, for just cause, recommends removal of a student from class, shall receive a written response from the principal of the disposition of the recommendation within ten (10) school days. If the professional employee does not agree to the disposition of the recommendation by the principal, he/she has the right to appear with a representative before the Superintendent, who shall not arbitrarily deny the request. If a professional employee disagrees with the Superintendent's decision, a grievance may be filed at Level Three.
2. Any problem with disciplinary procedures in a school may be brought to the Superintendent. Before the matter is submitted to the Superintendent, the professional employee(s) shall document, in writing, the effort he/she has made to correct the situation and whether a request to meet with the principal has been made, and if so, the results of said meeting.

If the matter is not resolved with the Superintendent, it may be submitted to the School Committee in accordance with Article XXVI.

#### **C. Committee Agenda/Minutes**

The Committee will provide the Association with an advance copy of the agenda for each official Committee meeting and a copy of any supplementary agenda. Minutes of the School Committee Meeting will be provided to the Association.

#### **D. Committee Rights**

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed or retained by the School Committee except where such right, power or duty is modified, amended or limited by this Agreement.

#### **E. Separability Clause**

If any provisions of this Contract or any application of the Contract to any professional employee or group of professional employees shall be found contrary to law, then such provisions or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Nothing in this section shall act so as to diminish the supremacy of this Collective Bargaining Agreement as established in Section 7 of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

#### **F. Association Business**

1. The President of the New Bedford Educators Association, Inc., and his/her nominee(s) shall have release time for Association business. Time for such Association activities shall be granted without loss of pay for an aggregate of not more than ten (10) school days per individual. The maximum aggregate for the Association shall be twenty-five (25) school days. Professional employees shall also be allotted time to attend educational conferences, if approved by the Superintendent.
2. Further, Association officers, executive board members, building representatives or other Association members needed for Association business, shall be given such reasonable additional time as is necessary to perform such business, provided that the Association shall reimburse the Committee for the cost of any substitutes required by absences in excess of the individual or total aggregates as hereinbefore provided. Such days shall be prearranged with the Superintendent or his/her designee, whenever possible.

#### **G. Modification**

The parties hereby agree that this Contract may be amended or modified by mutual agreement. Any agreement so reached shall be reduced to writing and made a part of this contract.

#### **H. Visitors**

No professional employee shall be required to admit any visitor (other than administrators or other personnel of the New Bedford School System) unless advance notice has been provided by the principal or other authorized personnel of the New Bedford School Department. Notice of such visitor(s) shall be made to the professional employee as far in advance as practicable.

**I. Reports and Surveys**

The Committee agrees to supply the Association with one (1) copy of all reports and surveys, open to the public, conducted by or for the New Bedford Public Schools.

**J. Non-Discrimination**

All decisions relative to professional employees shall be made without regard to age, creed, color, religion, nationality, marital status, sex or ancestry, unless such considerations are based on a bona fide occupational qualification.

**K. Massachusetts Department of Education Directives or Notices**

The Superintendent shall send copies to the Association of directives or notices from the Massachusetts Department of Education which change, vary or alter the existing contract or policies affecting working conditions of professional employees.

**L. Printing of the Contract**

The Committee and the Association agree to share the costs of printing this Collective Bargaining Agreement.

**ARTICLE XXX**

**STUDY COMMITTEE**

**A. Policy**

The School Committee and the Association desire to encourage the active participation and cooperation of the professional employees in the development and implementation of the best possible educational program for the school children of New Bedford.

**B. Establishment**

To enhance this development, study committees will be established, by mutual agreement, when requested by either party to this contract.

**C. Composition of Committees**

Each study committee will consist of six (6) people, three (3) of whom shall be appointed by the School Committee and three (3) by the New Bedford Educators Association, Inc.

**D. Conduct of Committees**

Each committee shall be responsible for electing its own chairperson and calling its own meetings. Each Committee shall make at least one concise interim report every thirty (30) days.

**E. Appointment by Parties**

Nothing in this Article shall require either the School Committee or the Association to appoint any members or establish any study committees for the purposes intended by this Article.

**F. Reports**

Any final report from the study committees will be sent to the President of the Association and the Superintendent or his/her designee.

**ARTICLE XXXI**

**ORIENTATION OF NEW STAFF**

**A. Address New Staff**

On the day prior to the opening day of school, the President of the Association and/or his/her designee will be provided time to address the annual assembly of the new staff.

**B. Association Participation**

If a formal program is provided by the school system for the orientation of new staff, adequate participation of Association representatives will be allowed.

**C. Names of Staff Members**

The names of all staff members and their building assignments will be provided to the Association prior to September 15, each year.

**ARTICLE XXXII**

**PROFESSIONAL DEVELOPMENT**

**A. Professional Development**

There will be three (3) professional development days built into the regular work year. In the 1998-1999 school year the dates shall be January 28, 1999, January 29, 1999 and March 17, 1999.

In the 1999-2000 school year, the dates shall be January 27, 2000 and January 28, 2000. The third date shall be at the discretion of the Superintendent.

In the 2000-2001 school year, professional development days shall be scheduled following the format of 1999-2000.

**B. Course Reimbursement**

1. The Committee shall reimburse a professional employee in an amount not to exceed five hundred dollars (\$500.00) in any contract year (July 1 - June 30) for a course approved in advance by the Superintendent or Assistant Superintendent and which in the discretion of the Superintendent/Assistant Superintendent is directly related to the employee's area of teaching responsibility. Computer courses are related to all areas of teaching responsibility.  
Reimbursement shall be contingent upon the employee's obtaining a satisfactory grade in any such course according to the standards of the institution and submitting evidence of such satisfactory completion to the Superintendent. In no event will a grade lower than "C" be reimbursable. A "C-" will not be reimbursed. Courses for reimbursement must be college credits although not necessarily graduate level credit. CEU's will not be reimbursable.
2. Notwithstanding the provisions of Section 1 above, the maximum amount to be expended by the Committee for such course reimbursement for each year of the contract (July 1-June 30) shall not exceed fifty thousand dollars (\$50,000.00) per year. Professional employees applying for course reimbursement will be chosen on a first come, first served basis. The Superintendent shall maintain a list of those employees who have made application for and been granted such reimbursement. The Superintendent will send an accounting of how much is in the fund on October 1st, February 1st and a final accounting on July 1st of each year.
3. This course reimbursement applies to courses taken for vertical or horizontal movement or taken to attain or maintain certification.

**C. New Bedford Educators Association Courses**

The New Bedford Educators Association, Inc. is authorized to establish courses of thirty hours for three (3) credits. The courses will be submitted to the School Committee for their approval, which approval shall not be arbitrarily denied. These credits will be applied to all vertical and horizontal progression on the salary schedule. However, each professional employee in the New Bedford Public

Schools may only participate in one (1) such course for credit per school year. NBEA, Inc. sponsored courses for which college credit is given shall not be limited.

## **ARTICLE XXXIII**

### **PARAPROFESSIONALS**

#### **A. Schedule of Paraprofessionals**

Professional employees shall be notified of the schedules of paraprofessionals assigned to their classrooms and will be advised, whenever possible, at least five (5) school days before a paraprofessional is reassigned from their classroom.

#### **B. Requests for Transfer of Paraprofessionals**

1. In the event a professional employee is assigned a paraprofessional whose performance of duties is disruptive to the classroom, the professional employee may submit to the principal and/or program director a signed written statement containing specific reasons requesting that the paraprofessional be transferred from the classroom.
2. The principal and/or program director shall promptly investigate the matter and confer with the professional employee and the paraprofessional. Within ten (10) school days of receipt of the request, the principal and/or program director shall make a written determination on the request and submit a copy to the professional employee.
3. In the event the professional employee disagrees with the principal's and/or program director's determination, a written appeal may be submitted by the professional employee within five (5) school days to the Superintendent of Schools setting forth the specific reasons for disagreeing with the principal's and/or program director's determination. The Superintendent of Schools shall make a written determination within ten (10) school days and submit a copy to the professional employee.

## **ARTICLE XXXIV**

### **COACHES**

#### **A. Compensation**

The Committee agrees that the salary schedule attached hereto as Schedule F and made a part hereof shall apply to all coaches covered by this Agreement.

**B. Appointments**

Employment as a professional employee in the New Bedford Public Schools shall be a prerequisite for all coaching positions. If no qualified professional employee is available, the coaching position may be filled by a person not employed as a professional employee.

**C. Evaluation**

All coaches will be evaluated, in writing, at least once per year. The evaluation form shall provide space for the signature of the coach which will indicate that he/she has inspected the report and had ample opportunity to discuss it with his/her evaluator. His/her signature does not necessarily indicate approval thereof.

**D. Notice of Budget**

All coaches will be notified by the Athletic Director, in writing, as to their annual budget appropriations.

**E. Termination of Appointment**

The School Committee agrees to give written notice, on or before April 15, to all coaches whose services will be terminated for the following school year for the winter and fall sports. Notice for coaches for spring sports will be provided on or before June 15.

**F. Notice of Policies**

The Committee agrees to provide each coach with a handbook or manual containing the current athletic policies as well as coaching duties.

**G. Intramural Coaches' Salaries**

Effective July 1, 1999 the rate shall be \$18.00 per hour.

**ARTICLE XXXV**

**NO STRIKE OR LOCKOUT CLAUSE**

**A. No Strike**

The Association agrees that it will not engage in, induce, or encourage any strike, work stoppage, slow down or withholding of services by professional employees. The Committee reserves the right to discipline, suspend, demote or discharge any professional employee or employees who violate the provisions of this Article.

**B. Rights Under Chapter 150E**

The School Committee agrees that they will not interfere with, restrain or coerce professional employees in the exercise of their rights guaranteed in Chapter 150E of the General Laws of Massachusetts. They will refrain from dominating or interfering with the formation, existence or administration of the Association. They will not discharge or otherwise discriminate against a professional employee because he/she has signed or filed an affidavit, petition, or complaint or has given any information or testimony relating to this Article.

**C. No Lockout**

The Committee agrees not to conduct a lockout during the term of this Agreement.

**ARTICLE XXXVI**

**BENEFITS**

**A. Blue Cross/Blue Shield**

The Committee shall provide Blue Cross/Blue Shield Master Medical Coverage, individual or family plan, for each professional employee. For each professional employee, the weekly contribution by the professional employee which was in effect for the 1987-88 school year shall not be increased. The Committee shall assume any additional contributions above said rates until such time as the level of contribution by the School Committee reaches a seventy-five percent (75%) contribution, at which time the share for the contribution will become seventy-five percent (75%) by the Committee, and the professional employee's share of the premium will become twenty-five percent (25%).

**B. Life Insurance**

The Committee shall provide to each professional employee group term life insurance of twenty thousand dollars (\$20,000.00). The cost of seventy-five percent (75%) of the premium shall be paid by the City. Additional coverage may be purchased at the discretion and expense of the employee.

**C. Approved Leave of Absence Benefits**

Any professional employee on an approved leave of absence may maintain, at his/her expense, his/her Blue Cross/Blue Shield or Life Insurance benefits on a voluntary basis.

## **ARTICLE XXXVII**

### **INSTRUCTIONAL MEDIA ASSISTANTS/ATTENDANTS**

Instructional Media Assistants/Attendants shall be covered by all Articles of this Agreement as written except as follows:

1. Article III - No Coverage
2. Article XII, Section H - Secondary Professional Employee Workloads:
  - a. Instructional Media Assistants shall have six (6) daily assigned periods.
  - b. Instructional Media Assistants shall have a thirty (30) minute duty free lunch period and shall be assigned one (1) preparation period or one planning/common planning time per day.
3. **Salary Schedule**

Effective July 1, 2001

<u>Step</u>	<u>Associates</u>	<u>BA Degree</u>
1	26,195	30,681
2	26,666	32,420
3	27,667	34,334
4	28,861	

Newly employed Instructional Media Assistants/Attendants shall be placed on Step 1 of the Salary Schedule.

## **ARTICLE XXXVIII**

### **TITLE I PROFESSIONAL EMPLOYEES**

#### **A. Credit on Salary Schedule**

Title I professional employees who resigned from and/or were terminated from the New Bedford School System, and at a later date returned to the system, will be given credit on the salary schedule for all prior years back to 1978, which were worked in the New Bedford School System, and placed on the proper step of the salary schedule.

**NOTE:** If a Title I professional employee served ninety-one (91) days in any one (1) school year during the September 1975 through June 1978 period of time, an additional step on the salary schedule will be awarded.

**B. Transfers**

1. Professional employees who transfer into Title I will retain their present seniority and will be placed on the salary schedule commensurate with their number of years of service.
2. If Title I professional employees transfer out of Title I, they shall retain their present seniority and will be placed on the salary step commensurate with their number of years of service.

**C. Academic Areas**

For purposes of transfer and RIF, Title I Preschool, Title I Elementary, and Elementary Positions will be considered one (1) area. Secondary Title I English and the English Department shall be considered one (1) area. Secondary Title I Math and the Math Department shall be considered one (1) area. Article XIII will govern transfers, RIF's and reassessments.

**ARTICLE XXXIX**

**SENIORITY AND RECALL**

**A. Definitions**

1. Whenever it is referred to in this Agreement, seniority is defined as a professional employee's length of service in years, months, and days from the initial date of employment as a professional employee in a position covered by the bargaining unit. In the event a professional employee has resigned and been reemployed, his/her seniority shall be counted from the date of the most recent date of employment. Professional employees shall be credited, for seniority purposes, with all time spent on authorized leaves of absence provided for in this Agreement.
2. A long term substitute who has worked for more than 90 consecutive school days in a position during a school year and is hired under contract for a full time position at the beginning of the school year shall be placed on the seniority list with a seniority date effective with the 91st day of his or her employment as a long term substitute.

In accordance with past practice, any time spent under contract as a professional employee, prior to long term substitute service, shall not count towards seniority if the employee is hired under contract, subsequent to long term substitute service.

## **B. Cases of Identical Seniority**

1. In cases involving professional employees who have identical seniority before January 6, 2000, the professional employee's date of appointment by the School Committee will serve as the first tie breaker. Effective January 6, 2000, the employee's initial date of employment as a professional employee in Unit A will serve as the first tie breaker. If there are still cases of professional employees who have identical seniority, the professional employees who have the higher level of education attainment, as recognized in Schedule A, shall be credited with the greatest seniority. If there are still cases of professional employees who have identical seniority, a name lottery shall be held. Order of seniority shall be the order drawn. The lottery shall be conducted jointly by the Association and the School Committee. Members of the bargaining unit may be present at any such lottery.
2. In the event a professional employee enters a salary column which represents the acquisition of additional academic credits after a lottery has established the seniority ranking of professional employees on that column causing an additional tie in seniority, the professional employee who enters the column after the lottery shall be ranked below the ranking of the professional employees whose seniority date has been previously established by a lottery.

## **C. Seniority List**

A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association within 90 days following the execution of this Agreement. An updated seniority list shall be supplied by the Committee annually thereafter by October 15. No professional employee's seniority shall be altered between revisions in the seniority list except to correct an error. Data not supplied to the School Department on or before September 15 shall not be credited to the employee's seniority. New professional employees shall be added to the list upon entry into the bargaining unit.

## **D. Seniority Carried from Unit B**

Upon entering into this bargaining unit, Unit A personnel shall be fully credited with all seniority accrued while serving in positions covered by Unit B in addition to any Unit A seniority which such professional employees may have previously earned. Such professional employees may apply all seniority so earned and so credited in bidding on positions at the time of entry into Unit A.

## **E. Recall**

1. Professional employees with PTS laid off due to reduction in force will be placed on the Recall List for two (2) complete years from the effective date of layoff, provided the employee executes the waiver letter attached as Appendix B.

2. Professional employees with PTS on the Recall List shall be deemed to be on an involuntary leave of absence from the New Bedford Public Schools for the duration of the recall period. In recognition of the fact that a layoff is treated as an involuntary leave of absence in this Article, a professional employee who accepts such leave in lieu of dismissal shall waive, in writing, any present or future rights to a dismissal hearing which he/she may have pursuant to Chapter 71, Sections 42 and 42(a). A professional employee may elect to have his/her layoff treated as a dismissal, in which case such employee shall be afforded any statutory rights which might apply.
3. Except as provided in paragraph 7 below, professional employees on the Recall List will be recalled to vacancies in the reverse order of layoff. Layoffs will be governed by the provisions of Article XIII, Sections D 5 and D 6. Following the June 1st listing, before any new appointments are made, any vacancies that exist shall be offered to teachers on the Recall List as follows:
  - a. Elementary teachers and Title I teachers shall be recalled only to either positions at the elementary level (K-6) or the Title I area.
  - b. Secondary teachers shall be recalled only to vacancies in the same department from which they were laid off.
  - c. Specialty teachers; e.g., bilingual, special education, physical education, music, art, etc., shall be recalled only to vacancies in the area and level from which they were laid off.

**NOTE:** Professional employees who are certified in discipline(s) other than the one from which they were RIF'd may, at the sole discretion of the Superintendent, be recalled in another discipline if there are no professional employees awaiting recall from that other discipline. A decision of the Superintendent shall not be the subject of a grievance or arbitration.

For example: If an English vacancy occurs and there are no professional employees on the English Recall List, but there is a teacher on the Social Studies Recall List who is certified in English, the Superintendent may recall the laid off Social Studies teacher to the English vacancy.

4. When a vacancy occurs to which a professional employee is entitled to be recalled, as set forth above, the appropriate employee on the Recall List will be notified, by Certified Mail, at his/her last recorded address. Failure to accept Certified Mail shall not be deemed reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered

position within ten (10) calendar days of the mailing date of the recall notice shall be considered a rejection of such offer, and the professional employee shall be dropped from the Recall List and terminated. The recall notice will include the date when the employee is to commence work. The employee who accepts recall must commence work on the date set forth in the recall notice unless prevented from doing so by illness, injury, or disability from which the professional employee is expected to return to work. During the recall period, no professional employee shall be dropped from the Recall List unless that professional employee failed to accept a position which is in the bargaining unit and which provided equivalent hours of employment to the position held by said employee at the time of layoff. It shall be the responsibility of the personnel on the Recall List to inform the Office of the Superintendent of Schools, in writing, of changes of address.

5. Professional employees on the Recall List shall be entitled to membership in any group health and/or life insurance coverage in existence at the time of the effective date of the layoff, provided, however, that pursuant to Chapter 32B, the professional employee pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there shall be no contribution by the Committee or the City for such professional employee.
6. Upon return to employment from the Recall List, professional employees will have restored to their accounts the same number of sick days which they had accumulated at the time of the layoff. Professional employees laid off during the school year, upon return, will be placed on the next step of the Salary Schedule if they had served for a minimum of ninety-one (91) days during the year of layoff.
7. Notwithstanding the procedures established in paragraph 3 regarding the order of recall by seniority, the New Bedford School Committee reserves the right to recall professional minority employees under its equal opportunity policy whenever, in the judgment of the Committee, a recall of a minority professional employee would be in the best interest of the New Bedford Public Schools.

## **ARTICLE XL**

### **SICK LEAVE BANK**

#### **A. Establishment**

A Sick Leave Bank shall be established for the purpose of making additional sick leave days available to professional employees who have exhausted their entire sick leave accumulation through prolonged illness, and who have a serious illness or injury. Participation in the Sick Leave Bank shall be voluntary. Any employee who voluntarily participates in the Sick Leave Bank shall be eligible to use the Bank after using sick leave under Article XVI, Section E, Extended Illness. Payment under the Sick Leave Bank shall be at the same rate

of pay as payment under Article XVI, Section E; however, the Bank will be charged one (1) full day.

**B. Funding**

The Sick Leave Bank will be initially funded by deducting one (1) sick day from the accumulated sick leave days of each professional employee who has agreed to participate in the Bank, and contributing such day(s) to the Bank. When the Bank is depleted to twenty (20) sick leave days, an additional assessment of one (1) day of sick leave shall be made against the sick leave account of each professional employee who has agreed to continue to participate in the Bank.

**C. Granting of Days**

The initial grant of sick leave days from the Bank shall not exceed forty (40) days, after which the professional employee may reapply for no more than an additional twenty (20) days. Requests for Sick Leave Bank days shall be submitted, in writing on the form set forth in Appendix D, to the Sick Leave Bank Committee, and shall include a written statement from the professional employee's physician indicating the nature and the extent of the illness or injury and the estimated time that the professional employee will be absent from work.

Subject to the foregoing requirements, a majority of the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted.

In administering the Bank and determining the amount of leave, the following general criteria shall be applied by the Committee:

- a. medical evidence of serious extended illness;
- b. prior utilization of eligible sick leave;
- c. other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

No days may be withdrawn from the Bank for any illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home or care for other members of the family. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding with any appeal limited to an appeal to the Sick Leave Bank Committee itself.

**D. Membership**

Professional employees wishing to join the Bank must apply for membership on a form approved by the Sick Leave Bank Committee, which will be available from building principals, the business office, and the personnel office. Professional employees wishing to join the Bank must submit an application for membership by November 1.

#### **E. Administration**

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of five (5) persons, three (3) appointed by the Association, and two (2) by the Committee. The decisions of the Sick Leave Bank Committee shall be final and shall not be subject to the grievance procedure.

#### **F. Workers' Compensation**

Professional employees who are drawing on Workers' Compensation will not be eligible to draw from the Sick Leave Bank.

### **ARTICLE XLI**

#### **DURATION**

This Contract shall take effect as of the first day of July, 2001, and shall expire on the thirtieth day of June, 2002. Both parties agree to begin negotiations for a successor Contract commencing no later than May 1, 2002.

### **MEMORANDUM OF AGREEMENT**

Free tuition shall be granted to a child of a New Bedford teacher whose permanent address is outside of the City of New Bedford and desires to enter New Bedford High School. The School Committee shall allow six (6) such children to enter grades 9, 10, 11 and 12 for a total of twenty-four (24) students. The School Committee shall grant this privilege on a first come, first served basis.

**APPENDIX A**  
**SCHEDULE A**

**TEACHERS SCHEDULE**

**Effective July 1, 2001**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>B30/MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS/DOC</b>
2EL	30,681	31,299	32,741	33,256	33,771	34,286
3	32,420	33,038	34,480	34,995	35,510	36,025
4	34,334	34,952	36,394	36,909	37,424	37,939
5	36,075	36,693	38,135	38,650	39,165	39,680
6	38,394	39,012	40,454	40,969	41,484	41,999
7	40,714	41,332	42,774	43,289	43,804	44,319
8	43,034	43,652	45,094	45,609	46,124	46,639
9	45,731	46,349	47,791	48,306	48,821	49,336
10	48,428	49,046	50,488	51,003	51,518	52,033
11	50,330	50,948	52,390	52,905	53,420	53,935
12	52,585	53,206	54,655	55,173	55,690	56,208

Note: EL means entry level

(Note: "3 credits" and language relative to "vertical progression" have been deleted).

Payment for vertical progression or column placement for Bachelor Plus Fifteen (15) Credits, Masters, Masters Plus Thirty (30) Credits, CAGS, or Doctorate shall be made effective September 1 for the school year, if the professional employee submits his or her evidence for pay adjustment for vertical progression or column placement to the Personnel Office no later than October 1 of the school year. Evidence submitted subsequent to October 1 but no later than March 1 of the school year shall be made effective February 1 of the school year. Evidence for pay adjustment submitted after March 1 shall be made effective for September 1 of the following school year.

**APPENDIX A  
SCHEDULE B**

**LONGEVITY**

**Section 1.**

Four hundred fifty dollars (\$450) additional shall be paid to each professional employee having completed ten (10) full school years on contract in the New Bedford Public Schools.

Five hundred fifty dollars (\$550) additional shall be paid to each professional employee having completed fifteen (15) full school years on contract in the New Bedford Public Schools.

Six hundred fifty dollars (\$650) additional shall be paid to each professional employee having completed twenty (20) full school years on contract in the New Bedford Public Schools.

Seven hundred fifty dollars (\$750) additional shall be paid to each professional employee having completed twenty-five (25) full school years on contract in the New Bedford Public Schools.

Eight hundred fifty dollars (\$850) additional shall be paid to each professional employee having completed thirty (30) full school years on contract in the New Bedford Public Schools.

One thousand dollars (\$1,000.00) additional shall be paid to each professional employee having completed thirty-five (35) full school years on contract in the New Bedford Public Schools.

For purposes of longevity, one hundred fifty (150) days shall be considered a full year. The longevity stipend will be paid in one lump sum on the second payday in December.

**Section 2.     Longevity Buy-Out**

- a.     Bargaining unit members with fifteen (15) years of service in New Bedford may elect a longevity payments of three thousand dollars (\$3000.00) per year for three consecutive years that follow such election. Longevity payments specified in Section 1, immediately above, and benefits under Article VII, herein, will cease upon individual employee acceptance of this Longevity Buy-Out provision. Bargaining unit members who so elect this provision will be entitled to the entire sum of nine thousand dollars (\$9000.00) regardless of date of termination. Payment will continue until the remaining credit is exhausted if an entitled unit member is terminated.

- b. Application is required and immediate placement is not insured, since the school district retains the right to set budget limits, however, the school district will not set budget limits that are generally viewed as restrictive. Bargaining unit members electing but not immediately placed under the provisions of section a, above, will be carried forward to the next school year and placed at the top of the list, as provided in section c, below.
- c. In the event that an abnormally high number of bargaining unit members elect this option in a specific year, the following sequence of events will take place:
  1. The Employer will send a request to all employees electing the option-seeking members who are willing to delay the start of the option until the following year. Such members will have five (5) school days to respond to the request.
  2. If a budgetary problem still exists after voluntary delays are sought, members electing this option will start in order of seniority, with the most senior starting first. Any remaining electing employees will start in the next school year as provided in section b, immediately above.
  3. No bargaining unit member will be denied immediate placement in the Longevity Buy-Out option for any reason other than as specified in section c, paragraphs 1 and 2, herein.
- d. The NBEA and the Employer will annually review this Article prior to March first, to increase, decrease or leave unchanged the annual Longevity Buy-Out payment of three thousand dollars (\$3000.00). Consensus is required for a change to become effective.

## **APPENDIX A**

### **SCHEDULE C**

Counselor in Guidance and Placement        \$400

Elementary School Adjustment Counselor    \$400

New Guidance and/or Adjustment Counselor appointees will not receive a differential.

## **APPENDIX A**

### **SCHEDULE D**

#### **EXTRACURRICULAR ACTIVITIES**

#### **NEW BEDFORD HIGH SCHOOL**

<b>Unit I</b>	<b>7/1/01</b>
Band	5775
Drama Club (2)	5486
Assistant Band	3465
WIMC-TV	2310
Choral	3465
Yearbook	2310
Jazz Band	3465

<b>Unit II</b>	
Crimson Courier	1964
Majorettes	2079
Great Outdoors	2079
Auditor	1617
Drill Team	1617
Rifle Team	1617
Color Guard	1386
Dance Line	1386
Math	1271
Key Club	1617
Honor Society	1271
Senior Class Advisor (2)	1617
Dance Choral	1271
AHANA	1386

Show Choir	1271
Orchestra	1271
Foreign Language (2)	1155
Assistant Choral	1155
Debate	2079

### UNIT III

Junior Class Advisors (2)	1040
Asst. Great Outdoors	1040
Latin Club	866
Graphic Arts	866
Photography	693
Global Awareness	635
Usher Corps	578
Spanish American	578
Business Club	578
Teen Stars	578
International Club	924
Quill and Scroll	578
Sophomore Advisors (2)	578
Freshman Advisors (2)	578
Engineer's Club	578
Emc2	693
Alpha	578
SADD	578
History Club	578
Art Club	578
Pep Club	578
Shakespeare Club	578
Inter-Club Council	578
Future Homemakers	578
Computer	578
Bowling	578
Chess	578

**NOTE:** Unless otherwise specified, any clubs not listed will be paid \$578 in FY '01.

## **JUNIOR HIGH EXTRACURRICULAR ACTIVITIES**

<b>CLUBS</b>	<b>7/1/01</b>
Student Council	809
Yearbook	693
Treasurer	693
School Paper	693
Drama (2)	693
All City Jazz	578
Art Club	578
Band	578
Chess	578
Choral	578
Computer	578
Concert Band	578
Honor Society	578
Jazz Dancing	578
Latch Hook	578
Marching Band	578
Needlepoint	578
Science Club	578
Spirit Booster	578
Traffic Squad	578
Typing	578
Watercolor	578
Writer's Club	578
History	578
Pet Care	578
Aerobics	578
Calligraphy	578
Conversational French	578
Board Games	578
Dance Line	578
Sewing	578
Majorettes	578
Pom Pom	578
Flag Unit	578
Cheerleading	578
All City Orchestra	578
Tap Dancing	578
Jazz Dancing	578
Performing Arts	578

Elementary Vocal Music	578
Elementary School Band	578

NOTE: Unless otherwise specified, any clubs not listed will be paid and \$578 in FY '02.

### **ELEMENTARY EXTRACURRICULAR ACTIVITIES**

During the term of this contract, funds will be appropriated for elementary extra-curricular activities. There will be:

- 2 advisors at small elementary schools (0-299 students)
- 4 advisors at medium size elementary schools (300-599 students)
- 6 advisors at the four (4) large elementary schools (600 plus students)

The number will be determined by the October 1 census.

The rate of pay for each advisor will be \$578 for contract year 7/1/01.

**APPENDIX A**  
**SCHEDULE E**  
**Coaches**

<b>Sport</b>	<b>7/1/01</b>
Football	6584
Basketball (Boys)	5429
Basketball (Girls)	5429
Baseball	5429
Ice Hockey	5429
Spring Track (Boys)	4274
Spring Track (Girls)	4274
Soccer (Boys)	5429
Soccer (Girls)	5429
Swimming (Boys)	4274
Swimming (Girls)	4274
Volleyball (Boys)	4274
Volleyball (Girls)	4274
Tennis (Boys)	4274
Tennis (Girls)	4274
Softball	5429
Indoor Track	4274
Field Hockey	4505
Cross Country	4505
Golf	2541
Gymnastics	4505
Weight Training	1617
Trainer	11,319
Faculty Manager	6584
Cheerleading	3465
FR Girls Volleyball	2137
Lacrosse (Boys)	4274
Lacrosse (Girls)	4274
Wrestling	4274

**All Assistant Coaches - ALL SPORTS**

First year	50% Head Coach's salary
Second year	55% Head Coach's salary
Third year	60% Head Coach's salary
Sixth year	70% Head Coach's salary

## **Junior High School Sports**

**Boys**                   **7/1/01**

Basketball	837
Volleyball	837
Soccer	837
Football	837

**Girls**                   **7/1/01**

Basketball	837
Volleyball	837
Soccer	837
Field Hockey	837

## **APPENDIX B**

### **EMPLOYEE LETTER**

I have received the School Committee notice that it intends to take a vote on \_\_\_\_ (200 ), with respect to my dismissal, effective June 30, (200 ) pursuant to the provisions of MGL, c.71, s.42. I understand that I may have a right to request and be furnished by the School Committee a written statement of the charge or charges for which my dismissal is proposed; and a right to request and be given a hearing before the School Committee with representation of counsel of my own choosing. I also understand that I may have a right to appeal such a vote of the School Committee.

Since I desire to secure the benefits of the two year recall period, as set forth in the Collective Bargaining Agreement between the New Bedford School Committee and the New Bedford Education Association, Inc., and because I wish to retain my status as a tenured teacher in the New Bedford School System during such recall period, and in the event of my recall and return to active service, and since I admit that the School Committee has good cause for my dismissal, I hereby waive any written statement of the charge or charges, and waive any request for a hearing, and waive all rights of appeal which I may have, all as provided in Ch.71, ss.42 & 43(a) of the Massachusetts General Laws, all in consideration of the School Committee's agreement that because of such admissions and waivers the School Committee shall not vote on my dismissal effective at the end of the (200 - 200 ) school year, pursuant to the provisions of MGL c.71, s.42, but shall instead place me on an involuntary leave of absence without pay or increment as a result of layoff.

I understand that effective June 30, (200 ), I will, unless recalled and returned to effective service, be on an involuntary leave of absence without pay or increment as a result of layoff. If I am returned to active service during the two year recall period, the Committee agrees that any and all waivers and admissions which I have made in this letter shall not be applicable to any subsequent layoffs and/or dismissals. If I fail to accept recall to an appropriate position, as set forth in Section 4 above, during the recall period, I will be dropped from the recall list and terminated; and I understand that I have waived my rights to any statement of the charge or charges, and my rights to any statutory hearings or appeal with respect to that dismissal. If I am not returned to active service during the recall, I understand that the Committee will vote to dismiss me at the end of said period, and that I have waived my rights to any statement of the charge or charges, and my rights to any statutory hearings or appeal with respect to that dismissal.

I expressly do not waive any right I may have to contest, by grievance and arbitration, whether the School Committee has observed the recall provisions of the Collective Bargaining Agreement between the New Bedford School Committee and the New Bedford Educators Association, Inc.

## **APPENDIX C**

### **SCHOOL COMMITTEE LETTER**

The School Committee is in receipt of your letter of \_\_\_\_\_ (200 ), requesting that, pursuant to the Collective Bargaining Agreement, you be granted an involuntary leave of absence without pay or increment as a result of layoff.

In order that you may receive the benefits of recall, and in order that you may retain your status as a tenured teacher in the New Bedford School System during such recall period, and in the event of your recall and return to active service, and because you admit that the School Committee has good cause for your dismissal, and in consideration of your having waived the following:

1. any written statement of the charge or charges for which your dismissal is proposed;
2. any request for a hearing before the School Committee under MGL. c.71, s.42;
3. all rights of appeal, as provided in MGL. c.71, ss.42 and 42(a);

therefore, the School Committee expressly agrees that because of your admissions and waivers, the Committee shall not vote on your dismissal effective June 30, of the (200 - 200 ) school year, pursuant to the provisions of MGL. c.71, s.42, but rather has placed you on an involuntary leave of absence without pay or increment as a result of layoff, pursuant to the Collective Bargaining Agreement.

The Committee agrees that if you are returned to active service during the recall period, any and all waivers and admissions to which you have agreed with respect to this initial layoff shall continue in full force and effect, but shall not be applicable to any subsequent layoffs and/or dismissals. If you are not returned to active service during the recall period, the Committee will vote to dismiss you at the end of said period; and in accordance with your waivers and admissions, there will be no requirement of any statement of the charge or charges or any statutory hearings, and no appeal from said dismissal vote.

The Committee further agrees that you expressly do not waive any right you may have to contest, by grievance and arbitration, whether the School Committee has observed the recall provisions of the Collective Bargaining Agreement in effect at the time of your layoff.

In the event you are not returned to active service in accordance with the recall provisions of the Collective Bargaining Agreement then, in such event, the Committee intends to vote on your dismissal on \_\_\_\_\_, (200 ), at its meeting at \_\_\_ p.m..

**APPENDIX D**  
**APPLICATION FOR SICK LEAVE BANK**

Dear Members:

I hereby apply for \_\_\_\_\_ additional sick days to begin \_\_\_\_\_ and end on

\_\_\_\_\_. My reason for the request is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My present sick leave will be exhausted on: \_\_\_\_\_

and I am planning to return to my position on: \_\_\_\_\_

I have read the terms of the contractual agreement between the New Bedford Educators' Association and the New Bedford School Committee and I am a qualified member of the Sick Leave Bank.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

I hereby grant the members of the Committee permission to look into my attendance record for more accurate information as well as data concerning prior utilization of eligible sick leave.

Signed: \_\_\_\_\_

(Doctor's reports and additional backup information must be submitted with this application.)  
\_\_\_\_\_

**Sick Leave Bank Committee Action**

Approved \_\_\_\_\_  
Disapproved \_\_\_\_\_

Number of Days \_\_\_\_\_

Date \_\_\_\_\_

**PLEASE RETURN THIS APPLICATION TO: CHAIR SICK LEAVE BANK COMMITTEE IN CARE OF  
THE NEW BEDFORD EDUCATORS ASSOCIATION**