

AGREEMENT

Between The

GROTON-DUNSTABLE REGIONAL SCHOOL COMMITTEE

And The

GROTON-DUNSTABLE EDUCATORS ASSOCIATION

UNIT C

July 1, 2020 - June 30, 2021

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AGREEMENT

Between The

GROTON-DUNSTABLE REGIONAL SCHOOL COMMITTEE

And The

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UNIT C

It is the policy of the Groton-Dunstable Regional School District not to discriminate on the basis of race, color, sex, gender identity, religion, national origin, sexual orientation, disability or homelessness in its educational programs, activities, or employment policies as required by Title IX of the 1972 Education Amendments, Chapter 622 or the Acts of 1971, and Section 504 of the Rehabilitation Act. Also, students will not be excluded for reasons of marriage or pregnancy. Requests for information about these laws and/or grievance procedures should be directed to the Office of the Superintendent, Groton-Dunstable Regional School District, (978) 448-5505.

## **ARTICLE I - RECOGNITION**

Section 1. Subject to any applicable provisions of State or Federal Law or regulation now or hereafter in effect, and in recognition of the fact that a majority of the employees in the unit described below, have designated the Groton-Dunstable Educators Association as their bargaining representative on all matters cognizable as mandatory subjects for discussion under the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts and any subsequent amendments thereto, the Committee recognizes the Association as the exclusive bargaining representative of the employees in the following unit, hereafter referred to as Unit C:

All 52 week, 41 week, or 38 week and/or permanent part-time personnel (20 hours per week or more) of the Groton-Dunstable Regional School District excluding Administrative Assistant to the Superintendent, Administrative Assistant to the Assistant Superintendent, Administrative Assistant to the Human Resources Director, Administrative Assistant to the Business Manager, and Accounts Payable/Receivable.

Section 2. For the term hereof, this Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that during such period the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written, shall be controlling or in any way effect the relations between the parties subsequent to the date of this Agreement. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Committee shall be under no obligation to discuss with the Association any modifications or additions to this Agreement which are to be effective during the term thereof. No change or modifications of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.

## **ARTICLE II - CONTINUITY OF EMPLOYMENT**

Section 1. The Association and its members, individually and collectively, agree, for the term hereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or other illegal activities directed against the Groton-Dunstable Regional School District during the term of this Agreement.

Section 2. Employees who participate in such activities may be disciplined or discharged, as the Superintendent, in his judgement, deems proper. Said discipline shall be final and binding on the parties affected thereby and not subject to the grievance and arbitration procedure, provided, however, that a question of fact as to whether an individual has engaged in such activities may be made the subject of the grievance and arbitration procedure.

Section 3. In connection with any negotiations for a successor agreement held pursuant to Article XVIII, said negotiations shall be conducted without the threat of sanctions or strikes by either party and any outstanding difference shall be referable only to mediation, fact finding, or other statutory impasse procedure provided for in the General Laws of the Commonwealth.

Section 4. The Employer will not interfere with or discriminate in respect of any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity, as required in this Agreement, on behalf of members of this bargaining unit, nor will the Employer discourage membership in the Association or encourage membership in any other Association.

Section 5. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination on the basis of race, religion, color, gender, disability, sexual orientation or national origin.

### **ARTICLE III - GRIEVANCES**

Section 1. For the purposes of this Agreement, a grievance shall be defined as:

Any complaint by an employee in the unit covered by this Agreement that

- (1) the employee has been subject to a violation, inequitable application or misinterpretation of a specific provision of this Agreement or
- (2) the employee has been subjected to an unfair discriminatory act contrary to established policy and practice.

Section 2. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problem affecting the welfare or working conditions of the employees.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 3. Nothing contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter informally with any appropriate member of the administration and to have the problem adjusted without intervention of the Association.

Any resolution occurring without Association involvement shall be consistent with the provisions of this Agreement. Such resolutions shall be immediately communicated to the Association president.

Section 4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. The time

limits specified may be extended only by mutual agreement of the respective parties or their representatives.

Section 5. If, at the end of fifteen (15) working days following the incident giving rise to the grievance (or when the employee should reasonably have had knowledge of such incident), the grievance shall not have been properly presented at Level One, the grievance shall be deemed to have been waived, and shall not be eligible for further processing.

Section 6. Subject to the foregoing, all grievances must, in all cases, be processed in accordance with the steps, time limits, and conditions herein set forth:

Level One: An employee with a grievance shall present it in writing to the immediate supervisor, either directly or through the Association, within fifteen (15) working days following the incident giving rise to the grievance (or when the employee should reasonably have had knowledge of such occurrence). In the event the immediate supervisor is the Director of Business and Finance, the grievant may initiate the grievance at Level Two.

Level Two: If the grievance is not resolved to the satisfaction of the grievant or the Association within ten (10) working days after submission at Level One, the grievant or the Association may present the grievance in writing to the Superintendent within ten (10) days thereafter. The Superintendent or his/her designee and the employee, and if the employee so elects, representation from the Association, shall meet to discuss the grievance within ten (10) working days after receipt of the written grievance. The Superintendent shall give his/her written answer to the grievance within ten (10) working days following the conclusion of the meeting.

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 ten (10) working days after the Level Two meeting, the Association may appeal the grievance to arbitration within thirty (30) days. The appeal for arbitration shall be in accordance with the procedures set forth in Article IV – Arbitration.

## **ARTICLE IV - ARBITRATION**

Section 1. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedures:

The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) working days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five (5) working days, thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators, said

arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

Section 2. Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case.

The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties.

In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement.

Section 3. The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her award not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, from the date of submission to the arbitrator of the final statement and briefs. The arbitrator's award shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions. The arbitrator shall be without power authority to make any award that requires the commission of an act prohibited by law or which is inconsistent with any provision of this contract or with the Rules and Regulations of the Groton-Dunstable School Committee. The award of the arbitrator shall be submitted to the School Committee and the Association and, subject to law, shall be final and binding upon the School Committee, and the Association and the aggrieved member.

Section 4. The Arbitrator shall be bound by the procedure set forth in the voluntary Labor Arbitration Rules as now in effect or thereafter established by the American Arbitration Association. The Arbitrator shall arrive at his/her decision solely upon the facts, evidence and contentions as presented by the parties through the arbitration proceedings. The Arbitrator shall have no power to add to, subtract from or modify, any of the terms of this Agreement, and in reaching his/her decision shall interpret this agreement in accordance with the commonly accepted meaning to the words used herein and the principle that there are no restrictions intended upon the rights and authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the parties.

Section 5. Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

## **ARTICLE V - INSURANCE**

Section 1. The members of Unit C shall be afforded the same benefits as those employees included in Unit A regarding health, dental and life insurance plans. The Committee agrees to pay the same portion of the costs involved that it does for Unit A.

The Association is assured the right of reopening negotiations at any time during this Agreement on the issue of insurance premium cost-share, should any bargaining unit under the jurisdiction of the Regional School Committee negotiate a different insurance premium cost-share by the District.

## **ARTICLE VI - SENIORITY**

Section 1. For the purposes of this Article, seniority shall be considered as the length of an employee's continuous service in years, months, and days in Unit C for the Groton-Dunstable Regional School Committee. Seniority will continue to accrue during any time that an employee is on paid leave of absence. An unpaid leave of absence, including time spent on the recall list, will not be credited toward seniority; however, such unpaid leave will not be considered a break in service. The first ninety (90) calendar days shall be considered a probationary period. After said probationary period, no member of the Unit shall be disciplined, reprimanded, reduced in rank or compensation or discharged without just cause.

Section 2. An employee may lose seniority for the following reasons:

- (1) The employee quits School District employment.
- (2) The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this contract.
- (3) The employee is absent for five (5) consecutive working days without notifying her principal or the Superintendent. Exceptions may be made only with the consent of the Superintendent. After such absence, the Superintendent will send written notification to the employee at her last known address that she has lost his/her seniority, and that her employment has been terminated. If a grievance arising out of such termination of employment is not settled satisfactorily to the employee, the matter may be referred to arbitration as provided in the grievance procedure.
- (4) If the employee does not return to work within five (5) working days of his/her recall to work after a layoff. Exceptions shall be made only with the consent of the Superintendent.
- (5) Failure to return from sick leave and leave of absence will be treated the same as (3) above.

Section 3. When a position covered by this Contract becomes vacant, or a new position is created, such position shall be emailed to all unit members and remain open internally for five (5) working days. Employees wishing to be considered for such position shall notify the Superintendent, in writing, within the posting period. The Association shall be notified of said vacancy or new position at the same time as any other agency.

The selection of an employee to fill the position shall be based on qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor.

The successful applicant shall be given a thirty (30) calendar day trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, it is determined by the Superintendent that the employee is not qualified to perform the work, the employee shall be returned to his/her old position and rate.

It is recognized that in certain instances until a position is filled a substitute is needed; substitute positions shall be temporary and last no longer than sixty (60) calendar days. At the end of sixty (60) calendar days, the position will be filled or reposted

Section 4. The Superintendent reserves the right to determine when a vacancy has occurred and to determine whether it will be filled. Vacancies include openings in existing positions and new positions covered by this Contract.

Section 5. If it becomes necessary to lay off employees, the Superintendent will consider knowledge, ability, skill, efficiency, attendance, and performance of the employees. Whenever the above factors are equal in the judgement of the Superintendent, then the principle of seniority shall control. The least senior employee in the job classification affected by the layoff shall be the first laid off. Such employee due to be laid off shall have the right to acquire the position of an employee with less seniority in an equal or lower job classification provided that the person exercising the right to bump is qualified to perform the work in that classification. Unit members affected by a reduction in force shall be notified at least (30) thirty days in advance of the effective date of their reduction.

Section 6. Recall. Any employee laid off shall have recall rights for a period of one year from the date of said lay-off. Recall will be based the employee's knowledge, ability, skill, efficiency, attendance, and training. Whenever the above factors are equal in the judgement of the Superintendent, then the principle of seniority shall control.

Section 7. Transfer. Any employee transferring to another Unit of the Association will be allowed to retain their earned sick day benefits accumulated from Unit C. They will not lose the sick day benefits and will thereafter be governed according to the new Unit benefits.

Section 8. A Seniority list will be prepared by the Superintendent and sent to the Association President and each member of the bargaining unit on or before November 1<sup>st</sup> of each school year. Unless the list is challenged prior to December 1<sup>st</sup> by a written notice to the Superintendent and the President of the Association, it will be deemed accurate until a subsequent list has been issued. In the event of a challenge, the Association will notify the Superintendent within thirty (30) days. If the challenge calls for a revision of the seniority list, the Superintendent will issue a new list before January 15<sup>th</sup>. Ties and length of service will be solved by the application of other service, if any, in the Groton-Dunstable Regional School District; and if still unresolved, by law.

## **ARTICLE VII - SICK LEAVE**

Section 1. Sick leave days will be earned at the rate of 1.5 days for each calendar month of the work year based on the actual number of months worked or a portion thereof. Unused sick leave shall have unlimited accumulation from year to year.

Section 2. Sick leave with pay shall be granted only in cases of the employee's own incapacitation due to sickness or injury, or that of the immediate family. The term "immediate family" to mean the employee's spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, or relative living in the employee's household.

Section 3. The Superintendent may require a certificate from a certified physician in cases of absence in excess of five (5) consecutive days, which certificate shall state the cause of the absence and that, in the opinion of the physician, the absence from work was necessary.

Section 4. Extension beyond stated sick leave shall be given in exceptional circumstances at the discretion of the Superintendent of Schools and the School Committee.

Section 5. Upon retirement or death, an employee with a minimum of fifteen (15) years of service in the Groton-Dunstable Regional School System shall be paid for accumulated unused sick leave up to but not in excess of thirty-five (\$35) dollars per day and up to a maximum of 175 days. Employees will notify the Superintendent by January 1 of the school year in which they intend to retire to receive a lump sum payment on or about July 1, following that school year. In the event this notice is not given by January 1, said compensation will be paid the following year on or about July 1.

## **ARTICLE VIII - PERSONAL LEAVE**

Section 1. Three days of leave may be utilized for imperative business or legal obligations, which could not be effectively conducted outside of normal working hours.

These days are not cumulative. Notice for such leave shall normally be made in writing to the Superintendent through the immediate supervisor preferably forty-eight (48) hours before such absence occurs. In an emergency, personal leave may be granted by the immediate Supervisor. Also, up to two additional days shall be allowed without loss of pay for the observance of religious days falling within the regular workweek but not included in the Holiday Schedule. Personal business leave will not be granted on the day or successive days immediately preceding or immediately following a holiday or vacation period or a Monday or Friday separated from a holiday or vacation period by a weekend, unless mutually agreed to by the employee and the employee's immediate supervisor.

### **ARTICLE IX - BEREAVEMENT LEAVE**

Section 1. Employees covered by this contract shall be allowed up to five (5) days of leave, without loss of pay, in the case of death in the immediate family and one (1) day in the case of death in the extended family. The term "immediate family" to mean the employee's spouse, domestic partner (see addendum I), child, grandchild, father, mother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, or relative living in the employee's household. The term "extended family" to mean any other relative or friend. These provisions shall be administered in the light of their purpose, which is to provide opportunity when needed, to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death, and shall not be charged against sick leave or personal leave.

### **ARTICLE X - PARENTAL LEAVE**

Section 1. Upon receipt of at least two weeks written notice of an employee's anticipated date of departure and intention to return, the Superintendent shall grant a leave of absence for parental leave for up to eight (8) weeks in accordance with the provisions of G.L. c. 149 and 105D. Except to the extent covered by sick leave as set forth below, said leave will be without pay.

An employee who is pregnant and is physically unable to work due to disability connected to pregnancy or childbirth may use accumulated sick leave to cover those days she is disabled and unable to work. The Superintendent may require an employee to submit medical evidence verifying the disability.

Section 2. Requests for extended parental leave up to one year will be made in writing to the Superintendent and upon his/her recommendation, forwarded to the School Committee for approval.

Upon return from such leave, the employee will be offered a position as reasonably comparable to the one occupied at the beginning of the leave as is then available.

## ARTICLE XI - OTHER LEAVES

Section 1. Other leaves of absence may be granted with or without pay at the discretion of the appropriate administrator. A temporary substitute may be hired for up to one (1) year for the extended leave of absence with the employee resuming their former or equivalent position upon their return.

### Section 2. Family Medical Leave ("FMLA" Leave)

1. Any full-time employee who has been employed for at least one (1) year or more shall be entitled to family medical leave of up to twelve (12) weeks during each fiscal year (7/1-6/30).

- a. to care for a son or daughter within a year of birth, adoption or the initiation of foster care,
- b. to care for a spouse, child or parent suffering from a serious health condition, and/or,
- c. because the employee's own serious health condition makes the employee unable to perform the functions of his/her position.

2. Family/Medical leave is unpaid except that the employee may use paid sick leave pursuant to Article VII, Section 1. - e.g., when FMLA leave is due to the employee's serious health condition.

3. During unpaid family/medical leave, an employee shall be entitled to participate in all medical and other insurance plans.

4. At the end of the leave, the employee will return to the same position held before the leave began, or to an equivalent position, subject to layoff or other position elimination. A temporary substitute may be hired for the leave of absence with the employee resuming their former position upon their return.

5. Application Procedure:

- a. Except in emergencies, an employee shall apply to the Superintendent at least thirty (30) days before the start of the leave period,
- b. The employee shall indicate the anticipated date of return to active employment,
- c. The employee may be required to produce reasonable medical and other certification of the need for family/medical leave within fifteen (15) days of requesting leave. The District may require the employee to submit medical recertification during

the leave at thirty (30) day intervals and it may require the employee to report periodically on their status and intent to return to work. As a condition for returning to work, the employee who has been on family/medical leave may be required to present medical certification that the employee is able to resume work.

6. Leave entitlements under State Law and FMLA run concurrently when both laws cover the same type of leave.

## **ARTICLE XII - VACATIONS AND HOLIDAYS**

Section 1. Any employee employed on a 52-week basis, on the payroll as of their anniversary date of each year, who has completed the following periods of full time employment, shall receive a vacation with pay at his/her regular hourly rate as follows: (Employees hired as of July 1, 2001 and thereafter will be credited vacation time on July 1st of each year. Those employees currently using their anniversary date for their vacation will continue to do so.)

- a. Any full time employee who has completed one full year of work will receive two (2) weeks paid vacation.
- b. Employees who have been on the active payroll continuously for a period of two years, but less than five years as of such employment anniversary date shall be entitled to two weeks vacation.
- c. Employees who have been on the active payroll continuously for a period of five years, but less than ten years as of such employment anniversary date shall be entitled to three weeks vacation.
- d. Employees who have been on the active payroll continuously for a period of ten years as of such employment anniversary date will receive a vacation of four weeks. After 20 years employees will be granted a fifth week of vacation.
- e. For record keeping purposes, vacation will be accrued on a monthly basis (i.e. ten (10) vacation days /year = 0.834 day/month, fifteen (15) vacation days/year = 1.25 days/month, twenty (20) vacation days /year = 1.667 days/month). Employees with the approval of the superintendent or superintendent's designee may borrow against accrued vacation time provided that for new employees they must have worked a minimum of ninety (90) workdays (not ninety (90) calendar days). This use of accrued vacation time will be deducted from the annual vacation time given on July 1st or the employees anniversary date, whichever pertains.
- f. In the event a newly hired employee has not completed one year of work as of July 1st in their first year of hire; their vacation credit for that July 1st will be prorated. (Example: Hire date January 1st equals 6 months service - 6 months x 0.834 day/month accrued vacation time = 5 days.

Section 2. Employees who work less than 52 weeks per year and are reclassified to a 52 week position shall have their longevity figured on the following basis for purposes of calculating earned vacation time: One year credit for every year of service.

In the event that full time employees receive a reduction of hours but work in excess of 20 hours per week, their full time earned benefits to include accumulated sick days, vacation days, and holidays would remain intact.

Section 3. Any other employee of this bargaining unit, not referred to in Section 1 of this Article, shall receive vacation pay on the following basis:

- a. Employees shall receive a day's vacation pay for each year of continuous service up to a maximum of (15) fifteen days; e.g. an employee having completed four full work years shall receive four days of vacation pay.

Section 4. Vacation periods shall be approved by the Administration. Under normal circumstances, vacations must be taken in the vacation year (based on the employee's anniversary date) in which they are due and shall not accumulate from year to year.

In the event a listed holiday falls on a scheduled work day during the employee's vacation periods or if the holiday falls on a weekend, he/she will receive an additional day off with pay to be mutually agreed upon.

Section 5. All regular employees employed on a 52-week basis shall receive time off without loss of pay on the following holidays:

New Year's Eve	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Washington's Birthday
Thanksgiving Day	Patriot's Day
Day after Thanksgiving	Christmas Eve
Christmas Day	Independence Day
Labor Day	Memorial Day

All administrative assistants will be entitled to a floating holiday to be used at their discretion.

Section 6. All employees whose work year is less than 52 weeks, shall receive a day's pay at the regular rate of pay for the following holidays:

Martin Luther King Day	Columbus Day
Memorial Day	Veterans' Day
Labor Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day
New Year's Day	Patriots Day

All administrative assistants will be entitled to a floating holiday to be used at their discretion.

Section 7. Employees required to work on such holidays shall receive double their daily contractual rate of pay for such work. (A day's pay plus the holiday pay.)

Section 8. In the event of what are commonly called "snow days", all employees who work 222 days or more shall receive the day off with pay.

Section 9. If termination of employment is caused by death, accrued vacation payment will be made to the employee's estate.

### **ARTICLE XIII - WORKDAY AND WORK YEAR**

Section 1. All employees will be hired to work either a 52-week year (261), a 41-week year (204 days), or 38-week (190 days) year as determined by the needs of the position. Any work that is performed beyond the normal 41-week work year or 38 week work will be compensated at that employee's normal rate of pay.

All employees working in excess of a forty-hour week or an eight-hour day shall receive one and one-half time the contractual hourly rate of pay for such work.

On those days when school is in session for only one-half (1/2) day, excluding curriculum days or other early release days, employees covered by this Agreement shall, at the discretion of the Superintendent, work only until twelve (12) o'clock without loss of pay.

All employees who work in excess of four (4) hours per day shall have a paid duty free (1/2) one-half hour lunch period.

On those days designated as curriculum days, members of Unit C may leave one hour earlier than usual, at the discretion of the appropriate administrator.

All employees may leave one half hour after the students have been dismissed on Thanksgiving and Winter break.

Section 2. In the event that any member of Unit C is absent from work for an extended period of time due to illness, vacation or leave, it is agreed that a substitute will be provided from the first day at the recommendation of the appropriate administrator.

#### **ARTICLE XIV - DUES**

The Committee agrees to deduct Association dues from the wages of any employee who has submitted written authorization by September 25. Such deduction shall be in the amount specified on the authorization form and shall be deducted in twenty equal installments during the months of October through June. Said dues will be forwarded to the Association after each deduction and shall be payable to "Groton-Dunstable Educators Association".

#### **ARTICLE XV - JOB DESCRIPTIONS**

Section 1. The Committee agrees that the School Committee Policy shall include job descriptions for all employees covered by this Agreement. Each new employee shall be given a copy of his/her job description immediately upon commencement of employment. Employees shall be notified in writing thirty (30) days prior to any contemplated changes in their job description.

Section 2. Upon receipt of an employee's request, the Superintendent will make available within 5 days a current copy of said employee's job description.

Section 3. A.) In the absence of the nurse, staff members who have not been specifically trained for medication administration per State Policies & Procedures #105 CMR 210.000 (April 1993) will not be required to do so. In addition, office staff members will not be required to cover nursing duties in the absence of the nurse.

B.) It is recognized by the school committee and the administration of the Groton-Dunstable School District that school nurses employed by the district have the primary responsibility for carrying out prescribed emergency medical treatment and promoting the health and well being of students. In situations where nursing personnel are unavailable and where emergency treatment is required, the Groton-Dunstable School District releases all non medically trained members of the bargaining unit from liability when providing reasonable treatment until such time that qualified medical personnel are available.

## **ARTICLE XVI – DISCIPLINE/PERSONNEL FILES**

Section 1. The evaluation procedures do not preclude an administrator from using employee discipline to deal with a situation in which the Superintendent determines that an employee's actions are unacceptable. Progressive discipline will be followed (i.e. oral reprimand, written reprimand, suspension without pay, dismissal); unless the Superintendent determines that the seriousness of the employee's actions warrants discipline beyond an oral reprimand.

Section 2. No employee covered under this Agreement will be reduced in compensation, denied a salary increase or step increment, disciplined, reprimanded, or discharged by any member of the Administration or by the Committee without just cause. It is expressly understood that this Article will not apply to probationary employees. Those individuals who have been employed by the Groton-Dunstable Public Schools for 90 days or less will be considered probationary. An employee may be dismissed at any time during the probationary period.

Section 3. Any written complaint regarding any administrative assistant made to the Superintendent or any other administrator or to the Committee by any parent, student, teacher, administrator or other person will be promptly called to the attention of the employee involved.

Section 4. No material derogatory to an employee's conduct, service, character or personality will be placed in the personnel file unless that employee has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such a signature does not in any way indicate agreement with the contents thereof. The employee will also have the right to submit a written reply to such material to be reviewed by the Superintendent and attached to the file copy.

## **ARTICLE XVII - COMPENSATION**

Section 1. All employees of this Unit shall be paid annual salaries based on the workday and work year defined in Article XIII, with consideration given to holidays and vacations. Paid salaries shall be determined on the basis of the hourly rates specified in the Salary Schedule set forth in Appendix A which is attached hereto and made a part thereof.

Section 2. A new employee will not be placed on a step higher than step 2 of the salary schedule (Appendix A). Employees who are currently within the system will not request or be granted individual step increases except for years of service.

Section 3. No employee shall be paid at a salary less than set forth in the salary schedule. Annual increments as scheduled will be granted each year to each employee

who has rendered satisfactory service effective as of July 1 with at least six (6) months service in Unit C. A question as to whether the Superintendent has just cause for withholding the increment of an employee may be presented through the grievance procedure.

Section 4. Employees covered under this Agreement will receive reimbursement for appropriate courses, including courses taken to maintain certification, workshops, and other work enhancement opportunities approved by the Administration.

Section 5. Employees covered under this agreement will receive compensation in the amount of \$50 for each approved course or workshop taken beyond the normal workday to be paid within 30 days of completion.

Section 6. Employees who have completed twenty-five (25) years of service to the Groton-Dunstable Regional School District will receive an additional five percent (5%) pay increase during each of their last three years preceding retirement. Employees must provide the District with a timely three-year notification of their intention to retire.

## **ARTICLE XVIII - EVALUATION**

Section 1. A formal evaluation of a unit member will be conducted once annually, by the immediate supervisor (minimum supervisor/director licensure), prior to March 1. If three (3) or more criteria (see Appendix B for criteria) receive a rating of “needs improvement” and/or “unsatisfactory” a plan of improvement will be implemented and the unit member will receive said plan within five (5) days of receipt of his/her evaluation. A second evaluation will be completed by May 30. In the event the second evaluation determines that a plan of improvement is still needed, one will be in place for the next school year and the above process will be repeated. If at the end of the second school year, said employee receives an unsatisfactory evaluation (see above), said employee may be dismissed for cause.

Section 2. Between November 1 and March 1, a unit member will be evaluated through the use of multiple, informal, unannounced walk-throughs in his/her environment. All formal monitoring or observation of the work performance of a unit member will be conducted openly and with full knowledge. If at any time it is apparent that a unit member is in need of remediation, the issue will be addressed within two (2) working days from when observed.

Section 3. The evaluator will complete the standard evaluation form (Appendix A) and provide a copy of the evaluation to the unit member no later than March 1. Within five (5) school days, the unit member will have the opportunity to meet with his/her evaluator.

Section 4. Should the unit member disagree with the contents of the evaluation, he/she will be given the opportunity to submit, within ten (10) school days, a written response which the supervisor will initial and attach to the original report.

**ARTICLE XIX - DURATION - NEGOTIATIONS PROCEDURES**

Section 1. This Agreement shall become effective as of July 1, 2020 and shall continue in effect to and including June 30, 2021 and shall thereafter renew itself for successive terms of one year each, unless either the Committee or the Association shall have given the other party written notice of its desire to modify or terminate this agreement by November 1, 2020 or any subsequent November 1. If after any such notice, the Committee and the Association have failed to reach agreement, they jointly, or either of them separately, may petition the State Board of Conciliation and Arbitration to initiate fact finding in accordance with the provisions of Chapter 150E. Also, after said notice, the parties will meet within the next thirty (30) calendar days to negotiate with respect to such changes in this Agreement.

This Agreement is made and entered into this the \_\_\_\_\_2020 by and between the Groton-Dunstable Regional School Committee and Groton-Dunstable Educators Association.

Except as amended hereby, the aforesaid Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed by their authorized representatives the day and year first above mentioned.

\_\_\_\_\_  
Chairperson  
Groton-Dunstable Regional  
School Committee

\_\_\_\_\_  
President  
Groton-Dunstable  
Educators Association

\_\_\_\_\_  
Unit C - Negotiating Team Member

\_\_\_\_\_  
Unit C - Negotiating Team Member

## APPENDIX A - SALARY SCHEDULE

### UNIT C AGREEMENT

Career Incentive - (Based upon years of service).

I. The career incentive for the terms of this contract will be as follows:

(Note: Lump sum payments will be paid in the pay period immediately following the employee's anniversary date.)

1. After 5 full years \$200 not to be included in the base pay.
2. After 10 full years receive \$500. (Lump Sum) - and the following year be included as part of base pay. (Meaning - When the Career Incentive becomes part of the base pay, the percent increase negotiated will apply to the incentive as well). Dollar difference to be given to current employees in their base pay that have already received their incentive as of 7/1/01.
3. After 15 full years receive \$750. (Lump Sum) - and the following year be included as part of base pay. (Meaning - When the Career Incentive becomes part of the base pay, the percent increase negotiated will apply to the incentive as well). Dollar difference to be given to current employees in their base pay that have already received their incentive as of 7/1/01.
4. After 20 full year receive \$1000 (Lump Sum) - and the following year be included as part of base pay. (Meaning - When the Career Incentive becomes part of the base pay, the percent increase negotiated will apply to the incentive as well). Dollar difference to be given to current employees in their base pay that have already received their incentive as of 7/1/01.

5. Any employee hired on or after April 16, 2008 will receive the following career incentive based upon service in the Unit.

<u>Year</u>	<u>Lump Sum Payment Only</u>
5	200.00
10	500.00
11	500.00
12	500.00
13	500.00
14	500.00
15	750.00
16	750.00
17	750.00
18	750.00
19	750.00
20	1,000.00

After 20 or more years of service, the career incentive lump sum payment is \$1,000.

UNIT C  
WAGE SCALE  
7/1/20 – 6/30/21

7/1/2020 (0.5%)

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Level 3	\$20.95	\$21.66	\$22.32	\$22.96	\$23.28	\$23.60

**APPENDIX B**

**GROTON-DUNSTABLE REGIONAL SCHOOLS ADMINISTRATIVE ASSISTANT**  
Performance Evaluation

Name of Employee \_\_\_\_\_ Position \_\_\_\_\_

Department \_\_\_\_\_ Review Period \_\_\_\_\_ to \_\_\_\_\_

Name and Title of Evaluator \_\_\_\_\_

*This evaluation form should be used in conjunction with the job description for the position being evaluated. This will allow the measures of performance in the form to be related to the specific duties and responsibilities of the position.*

**RATING LEVELS AND DEFINITIONS**

The following levels and definitions are to be used in evaluating the employee's performance in each criterion. Ratings must be in whole numbers.

**Level 1 = Exceeds Expectations**

The employee's performance, within the criterion, consistently exceeds expectations and requirements.

**Level 2 = Meets Expectations**

The employee's performance, within the criterion, consistently meets expectations and requirements.

**Level 3 = Needs Improvement**

The employee's performance, within the criterion, meets minimal expectations and requirements. Written improvement recommendations will be included.

**Level 4 = Unsatisfactory**

The employee's performance, within the criterion, is below expectations and requirements. Potential for improvement must be evident or could be considered for termination. Written improvement recommendations will be included.

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**A. Job Knowledge**

Extent to which employee: (1) possesses knowledge and skills for both the major and minor components of performing job functions of her/his position; (2) understands where the job fits into the overall mission of Groton-Dunstable Public Schools; (3) contributes to the effectiveness of the department; and (4) performs all requirements of the job descriptions (currently being developed).

Rating Assigned: \_\_\_\_\_ Comments: \_\_\_\_\_

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**B. Accountability/Dependability**

Extent to which the employee: (1) is punctual in adherence to arrival and departure time for work; (2) demonstrates initiative and resourcefulness; (3) accepts criticism in a positive manner and works to improve performance; and (4) is willing to participate in further training/education for advancement of personal skills and overall job proficiency.

Rating Assigned: \_\_\_\_\_ Comments: \_\_\_\_\_

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**C. Teamwork and Cooperation**

Extent to which the employee: (1) Works in harmony with others and functions as a team member to work more efficiently; (2) willingly offers or accepts assistance when appropriate; (3) adapts positively to changes in the work setting; and (4) respects fellow co-workers and demonstrates professional demeanor in conflictive situations.

Rating Assigned: \_\_\_\_\_ Comments: \_\_\_\_\_

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**D. Customer Service**

Extent to which the employee: (1) is cordial, courteous and professional when working with supervisor, administrators, co-workers, staff, students, vendors and public-at-large; (2) is patient, listens attentively and puts customer concerns ahead of self; (3) maintains high energy level, keeps calm in critical situations and deals effectively with personal confrontations.

Rating Assigned: \_\_\_\_\_ Comments: \_\_\_\_\_

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**E. Interpersonal/Communication Skills**

Extent to which employee: (1) communicates with clarity and conciseness both orally and in writing; (2) clearly, accurately and positively represents and follows department policies and procedures; and (3) is considerate of different types of people and cultures.

Rating Assigned: \_\_\_\_\_ Comments: \_\_\_\_\_

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**F. Productivity**

Extent to which employee: (1) is prompt in completing assignments and meets deadlines as assigned; (2) consistently produces work that meets school quality standards; (3) effectively budgets time, is well organized and focused; (4) performs

job functions with accuracy, versatility, and in a timely manner; and (5) functions with minimal supervision.

Rating Assigned: \_\_\_\_\_ Comments: \_\_\_\_\_

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**G. Judgement/Problem Solving**

Extent to which employee: (1) identifies causes, makes sound and logical job-related decisions that are in the best interest of Groton-Dunstable Public Schools; (2) open to new ideas, programs, systems, and/or structures; (3) recognizes when supervisory intervention is appropriate and/or necessary for problem resolutions; and (4) correctly determines priorities according to departmental needs.

Rating Assigned: \_\_\_\_\_ Comments: \_\_\_\_\_

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**Supervisor's Comments:** (This section may be used for "Needs Improvement" or "Unsatisfactory" ratings.)

**Overall Rating:**

Satisfactory: \_\_\_\_\_

Unsatisfactory: \_\_\_\_\_

**Evaluators' Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Employee's signature indicates that he/she has received and read this report. Any written comments need to be attached within ten days. A copy will be placed in the employee's personnel file.

## APPENDIX C

### GROTON-DUNSTABLE REGIONAL SCHOOLS ADMINISTRATIVE ASSISTANT

#### JOB DESCRIPTION:

The Administrative Assistant provides a wide variety of highly responsible, confidential, and complex administrative duties for the assigned administrative staff including, but not limited to, planning, organizing, and overseeing the operations and functions of the assigned office/building. The Administrative Assistant will work with limited supervision using standardized practices and/or methods to lead, guide, direct, and coordinate others. The Administrative Assistant is also the liaison for students, faculty, staff and the general public.

#### ESSENTIAL RESPONSIBILITIES:

- Compile, classify, organize, and distribute data from a wide variety of sources for the purpose of complying with financial, legal, state, federal, and/or administrative requirements of the assigned office/department.
- Coordinate an array of activities (e.g. communication, appointments, meetings, conferences, field trips, workshops, etc.)
- Order supplies, materials, and equipment and maintain inventories of supplies and materials
- Coordinate a variety of financial activities (e.g. budget, office activities, student activities, petty cash, reconciliation, payroll, etc.)
- Perform record keeping functions (e.g. scheduling, attendance, copying, mailings, instructional materials, etc.)
- Prepare and maintain a wide variety of written/electronic documents, confidential and non-confidential records and/or files (e.g. reports, forms, budgets, purchase orders, brochures, press releases, agendas, attendance, correspondence, etc.)
- Respond to inquiries from a range of internal and external parties (e.g. district staff, other schools, state and federal agencies, parents, students, law enforcement, etc.)
- Supervise students and visitors, when necessary
- Inform personnel, volunteers, general public, etc. of crisis protocol when necessary
- Review the work plan for substitutes and volunteers
- Uses discretion when dealing with confidential information

**ADDENDUM I**  
**DOMESTIC PARTNER DEFINITION**

A domestic partnership shall exist between two persons of the same or opposite sex and each of them shall be the sole domestic partner of the other if:

1. Both parties are at least eighteen (18) years of age or older, and of legal age of consent and competent to enter into a contract in the state in which they reside;
2. Both parties currently share a common residence and have shared said residence for at least three months;
3. Both parties are not married to anyone and not related by adoption, or blood to a degree of closeness that would otherwise bar marriage in the state in which they legally reside;
4. Both parties are in a relationship of mutual support, caring, and commitment and intend to remain in such a relationship in the immediate future;
5. Both parties are jointly responsible for basic living expenses;
6. It has been at least six months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit or has been a party to an action or proceeding to a divorce or annulment.