

**Contract Between
City of Gardner School Committee
and
Gardner Education Association
an Affiliate of the
Massachusetts Teachers Association
for Educational Support Personnel**

**For Schools Years
2018-2021**

(July 1, 2018 - June 30, 2021)

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Preamble

This agreement is entered into between the School Committee of the City of Gardner (hereinafter referred to as the "COMMITTEE" or "EMPLOYER") and the Gardner Education Association, an affiliate of the Massachusetts Teachers Association (hereinafter referred to as the "ASSOCIATION") as follows:

Article I Recognition and Scope

Section 1 – Recognition

The School Committee hereby recognizes the ASSOCIATION as the exclusive representative for the purpose of Collective Bargaining with respect to wages, rates of pay, hours of employment, standards of productivity and performance, and other terms or conditions of employment for the Education Support in this unit. All paraprofessionals, tutors and Registered Behavioral Technicians shall be entitled to the benefits of this contract commencing on the effective date of this agreement.

Section 2 – Scope

- a) This Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, standards for productivity and other conditions or employment of employees covered by this Contract for which specific directions are not set forth herein, which matter is not specifically delegated to the employees or to the Arbitrator for decisions, shall be reserved for decision by the School Committee or the Superintendent as the case may be, in their full discretion; and in the exercise of such discretion they shall not be subject to the Grievance and Arbitration Procedures provided in this contract.
- b) Severability. If any of the Contract or any application of this Contract to any employee covered by the terms of this Contract shall be found contrary to law by a Court of competent and final jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Contract shall continue in full force and effect.

The invalidation of any such provisions or application of any such Article by such Court shall be sufficient cause for the parties to meet and renegotiate such provision or application.

- c) The parties further recognize and agree that, except as otherwise specifically provided by this Agreement, the COMMITTEE continues to retain, whether exercised or not, the right to exercise, in its sole discretion, the duties, powers, responsibilities, and rights provided by the laws of Massachusetts and the applicable rules and regulations of administrative agencies issued under such laws, in the control, direction, and management of the Gardner School System, and in the exercise of such powers the discretion of the COMMITTEE shall not be subject to the Grievance and Arbitration procedures set forth in this Contract.

Article II Employee Rights and Representation

Section 1

The Employer agrees not to discharge, discriminate, interfere with, restrain or coerce any employee because of his or her lawful exercise of the rights set forth in Section 2, Chapter 150E of the Massachusetts General Laws. No member of the bargaining unit will be disciplined or discharged without good cause.

Section 2

The employer agrees that it will not discriminate against, interfere with or coerce against any employee because such employee gives testimony, takes part in grievance procedures or hearings, negotiations or conferences for or in behalf of the ASSOCIATION or any employee.

Section 3

Employees are free to become or refrain from becoming members of the ASSOCIATION. Notwithstanding membership in the ASSOCIATION, the ASSOCIATION agrees to represent fully any members of the bargaining unit. Both parties agree that they will not discriminate against any person in the bargaining unit because of race, color, sex, religion, national origin, disability or sexual orientation.

Section 4

The ASSOCIATION shall inform the School Committee and the Superintendent in writing of any changes in the roster of elected officers of the ASSOCIATION.

Section 5

Recall Language – Based on Seniority (last out; first in).

Article III Union Security Clause

Pursuant to the provisions of General Laws, Chapter 180, Section 17A, ASSOCIATION dues shall be deducted by the ASSOCIATION monthly from the salary of each employee who voluntarily executes and remits to the ASSOCIATION, a form of authorization for payroll deduction of ASSOCIATION dues, initiation fee, and assessments.

Except for present employees, all employees covered by this Agreement, who do not pay ASSOCIATION dues, shall be required as a condition of employment, to make payment on or after the 25th day following the beginning of their employment, an Agency Service Fee to the ASSOCIATION.

Such authorization may be withdrawn by the employee by giving at least sixty (60) days notice in writing to the ASSOCIATION and by filing a copy thereof with the Treasurer of the ASSOCIATION.

Transmittal of said dues deducted shall be made to the ASSOCIATION Treasurer within twenty-five (25) working days after the month in which dues are deducted; provided that the ASSOCIATION Treasurer is satisfied by such evidence as he or she may require that the Treasurer of the ASSOCIATION has given to the ASSOCIATION a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his or her duties, in a sum and with surety as are satisfactory to the ASSOCIATION.

The following authorization of dues form shall be used:

The authorization of dues shall continue for a period of one (1) year from the date hereof or until the termination of this Agreement (whichever comes first) and shall be automatically renewed for successive periods of one (1) year unless written notice of revocation is given by me to you in writing. Upon receipt thereof, this authorization shall expire sixty (60) days thereafter.

Signed _____

Article IV Wages

Wages shall be paid in accordance with Appendix A, Salary Scales, and attached thereto and made a part thereof.

Article V – Grievance and Arbitration Procedures

Section 1 – Definition

A grievance is a dispute concerning the interpretation, meaning, or application of this Agreement or any amendment or supplement thereto, except such disputes concerning such matters which are specifically excluded from the Grievance and Arbitration Procedures of other paragraphs of this Agreement.

Section 2 – Time Limits

The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing. Days will mean business day(s).

Section 3 – Procedure

A bargaining unit member with a grievance will first discuss it with his or her principal or immediate superior, either directly or through the ASSOCIATION'S School Representative, with the objective of resolving the matter informally.

Level 1

If the matter is not resolved through the informal discussion referred to above, the bargaining unit member with a grievance will discuss it at a meeting with his or her principal or immediate supervisor, either directly or through the Association's School Representative, upon presentation of a Level 1 written grievance. The principal or immediate supervisor will respond to the grievance within ten (10) business days of the Level 1 meeting.

Level 2

- A. If the Grievance is not settled within ten (10) business days after presentation at Level 1, the aggrieved member or the ASSOCIATION may within five (5) business days thereafter refer it in writing to the Superintendent. There shall be a meeting with the ASSOCIATION and the Superintendent within fourteen (14) business days following the presentation of the written grievance at Level 2. A representative of the Massachusetts Teachers Association may be present at this meeting. The Superintendent will respond to the grievance within ten (10) business days of the Level 2 meeting.
- B. If the Grievance is not received by the Superintendent within thirty (30) business days after the aggrieved party know or should have known of the act or condition on which the Grievance is based, the Grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to Level 4.

Level 3

If the Grievance is not settled at Level 3 and if the ASSOCIATION determines the Grievance alleges a violation by the school district of any of the provisions of this Agreement it may, within thirty (30) business days after written reference to the Superintendent, refer to arbitration as hereinafter provided.

Section 4 – Submission to Arbitration

Any Grievance which alleges a violation by the school district of one or more provisions of this Agreement and which has not been settled under the procedure set forth herein may be submitted by either party to an Arbitrator mutually agreed to by the parties, or to the American Arbitration Association or Labor Relations Commission within the time prescribed. The parties will be bound by

the rules and procedures of the American Arbitration Association in the selection of an Arbitrator, if they cannot mutually agree upon an Arbitrator.

Section 5 – Decision of Arbitrator

The Arbitrator so selected will confer with representatives of the COMMITTEE and the ASSOCIATION and hold hearings promptly and will issue a decision, award, and reasons therefore not later than twenty (20) business days from the date of the close of the hearings, or if oral hearings have been waived, than from the date the final statements and proofs are submitted to him.

The arbitrator will be without power or authority to make any decision or award which is in violation of the common law or statutory law of the Commonwealth, or requires the commission of an act prohibited by law, or which violates any of the terms of this Agreement. The Arbitrator will be without power or authority to render an award or decision concerning any matter which has been excluded from the Grievance and Arbitration procedures of this Agreement.

The decision of the Arbitrator will be final and binding except for review or confirmation as provided by the provisions of Chapter 150 C of the General Laws of the Commonwealth of Massachusetts.

Section 6 – Arbitrator Expenses

The costs for the services of the Arbitrator, including per diem expenses, if any, and the actual and necessary travel and the Subsistence expenses, will be borne equally by the COMMITTEE and the ASSOCIATION.

Section 7 – Other Representation

Any Party in interest may be represented at all stages of the Grievance procedure by a person of his own choosing, except that he may not be represented by a representative or an officer of any para/tutor organization other than the ASSOCIATION, or the Massachusetts Teachers Association. When an employee in the bargaining unit is not represented by the ASSOCIATION, the ASSOCIATION will have the right to be present and to state its views at all stages of the Grievance and Arbitration procedure.

Section 8 – Grievances Affecting a Group or Class of Employees in the Bargaining Unit

If, in the judgment of the ASSOCIATION, a Grievance affects a group or class of employees, the ASSOCIATION may submit such Grievances in writing to the Superintendent directly and the processing of such Grievance will be commenced at Level 2. The ASSOCIATION may process such a Grievance through levels of the Grievance procedure even though the aggrieved person does not wish to do so.

Section 9 – Decisions

Decisions rendered at Levels 1, 2, and 3 of the Grievance procedure will be in writing setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and to the president of the ASSOCIATION. Decisions rendered at Level 4 will be in accordance with the procedures set forth herein.

Section 10 – Grievance Documents and Communications

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the individual in question files a written request to the contrary.

Section 11 – Document Preparation

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the ASSOCIATION and given appropriate distribution so as to facilitate operation of the Grievance procedure.

Section 12 – No Reprisal

No reprisal of any kind will be taken by the COMMITTEE or any member of the administration against any employee covered by this Agreement for participating or failing to participate in the Grievance or Arbitration Procedures set forth in this Agreement.

Article VI State Labor Laws

The employer and the ASSOCIATION shall recognize and adhere to all State Labor Laws, rules and regulations, relative to seniority, promotions, transfers, discharges, removals and suspensions.

The ASSOCIATION further reserves the right to represent employees under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the Grievance Procedure contained herein.

Article VII Hours of Work and Overtime

Section 1 – Hours of Work

The regular hours of work for employees shall be determined by the School Administration. Each employee covered by this Contract shall be paid an hourly rate of pay for each hour worked. In the event that there is a delay in the opening of school or an unscheduled early release which is beyond the control of the employee, the employee will be compensated for the time that is lost.

In the event that such employee's normal schedule **and/or assigned position within a building** shall have to be changed during the school year, such employees shall receive at least seven (7) days notice of such change prior to implementation of such change, except in an emergency as is determined by the School Administration.

Section 2 – Overtime

Each employee covered by this Contract shall be paid overtime at the rate of pay for all work such employee shall perform in excess of forty (40) hours in one week.

Section 3 – Work Year

Paraprofessionals and Tutors shall be required to work one hundred eighty-two (182) days. Registered Behavioral Technicians shall be required to work two hundred (200) days. The two hundred (200) days include the one hundred eighty four (184) day teacher work year, the fifteen (15) day summer program and one (1) day for trainings specific to the position of Registered Behavioral Technician.

When there is an early release day for the purpose of professional development, all employees will be required to work their regular number of hours. However, when there is an early release day for the purpose of parent/teacher conferences or on the day before Thanksgiving (if there is an early release), employees will leave when students leave and will receive their regular daily rate of pay.

In the event that there are fewer Registered Behavioral Technician positions needed for the summer program than are currently employed in the district, the district will solicit volunteers to be exempt from the summer program and the member(s) will not receive compensation for the additional fifteen (15)

day summer program. In the event that there are more volunteers than needed, the exemptions will be made based on seniority. In the event that there are not enough volunteers, the District will place the required number of Registered Behavioral Technicians in a summer school position for the fifteen (15) days.

Section 4 – Holidays

Employees will be paid their daily rate of pay for the following holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year’s Day, and Memorial Day.

Section 5 – Additional Hours

Any additional hours worked beyond the normal work year (school year), with approval and request of building principal, shall be remunerated at the employee's normal per hour rate.

Section 6 – In-service

All employees covered by this Agreement shall be notified of all in-service programs to be offered. Employees shall attend these programs and shall be compensated at their hourly rate of pay.

Article VIII Insurance and Hospitalization

Each eligible employee will be covered under the plans adopted by the City of Gardner. The City will pay 50% of the most expensive health plan, the Massachusetts Blue Cross Blue Shield Blue Choice Plan. The City will pay 75% of all the premiums for the other plans.

Those employees electing to include dependent spouse and children under the age of 19 years, the City will pay 50% of the most expensive health plan, the Massachusetts Blue Cross Blue Shield Blue Choice Plan, of the premium for coverage of said dependents. The City will pay 75% of all the premiums for the other plans.

Any claim for payment under said policy shall not be subject to the Grievance and Arbitration Procedures of this Contract, but shall only be subject to those procedures set forth in the policy of insurance.

Employee contributions for health insurance premiums shall be divided evenly in the twenty-two (22) paychecks.

A health insurance “opt out” plan, consistent with what is offered by the City of Gardner, will be made available to members of this bargaining unit.

Article IX Vacancies

Notice of any vacancies in positions covered by this Contract shall be posted via e-mail using the internal e-mail system of the Gardner Public Schools for a period not less than five (5) days prior to such vacancy being filled.

Bargaining Unit members who desire to apply for such vacancies shall file their applications in writing, following the posting directions, with the appropriate hiring authority, and within the time limit specified by the notice.

Appointment to such positions shall be on the basis of ability and shall be approved by the Superintendent upon the recommendation of the appropriate hiring authority. The appropriate hiring authority agrees to give due weight to the length of time each has been in the school system and any other relevant factors. Appointments will be made without regard to race, color, sex, gender identity, religion, national origin, sexual orientation, disability, or age.

Summer employment for para positions will be posted internally and open only to bargaining unit members. External candidates will be allowed to apply only in the event that summer para positions remain unfilled after the internal posting and appointment process.

Article X Workers' Compensation

All eligible employees shall receive the benefits of Workers' Compensation as provided by law.

Article XI Sick Leave

All employees covered by this Agreement shall be eligible for sick leave benefits of fifteen (15) days annually. For the first ninety (90) days of employment, one day of sick leave per month shall be earned. On the 91st day of employment, the remaining twelve (12) days of annual sick leave are available for use by the employee.

Sick leave may accumulate from year to year with unlimited accumulation. The Principal may request a doctor's statement from the employee after three (3) consecutive days of sick leave or in excess of eight (8) working days during any school year. Any abuse of this language will be subject to disciplinary procedures.

Article XII Use of Buildings

To the extent permitted others, the ASSOCIATION will have the right to use school buildings without rental fees for reasonable times for meetings. The Superintendent will be notified at least three (3) days in advance of the time of all such meetings.

Article XIII Method of Payment

Employees covered by this Agreement shall be paid biweekly as determined by the Superintendent of Schools as soon after the execution of this Contract as is practicable. Paraprofessionals and Tutors will receive twenty-two (22) paychecks over the course of the fiscal year. Registered Behavioral Technicians will receive twenty-two (22) paychecks over the course of the school year for compensation of one hundred eighty-five (185) work days and any applicable holidays. Registered Behavioral Technicians will receive three (3) paychecks over the summer for compensation for the fifteen (15) day summer program. Payment will be made by direct deposit, and employees will continue to receive a non-negotiable check with stub containing payment information. On the first payroll day of each new school year, the Administration will provide a statement to all members regarding their salary rate and sick and personal day balances.

Article XIV Bargaining During the Contract

Each of the parties to this Agreement acknowledge that during the collective bargaining process which preceded the execution of this Contract, they each had the free opportunity to present any and all matters to be raised in the collective bargaining process.

Article XV Waiver

Failure of either party to this Agreement to exercise his rights of obligations hereunder, at any one time, shall not be deemed a waiver of the right of such party to exercise his rights or obligations in the future.

Article XVI No Strikes

For the duration of this Agreement, no employee covered by this Agreement, the ASSOCIATION or its officers, agents, or employees will engage in, induce, encourage any strike, work stoppage, slowdown, or withholding of services by any employee covered by this Agreement or by the ASSOCIATION.

Article XVII Funeral Leave

In the event of death in the immediate family of an employee, the employee will be granted leave with pay up to five (5) working days, and such leave shall not be charged to Sick Leave or Personal Leave.

Immediate family is defined as spouse, children, siblings, parents, grandparents, and comparable in-laws, and significant others. Other relationships may be considered as “immediate family” at the discretion of the building principal. However, disapproval of bereavement leave is not subject to the grievance procedures as written in this Agreement.

A maximum of one (1) day may also be allowed at the discretion of the Building Principal for death or illness of close friends or relatives not in the immediate family.

Article XVIII Jury Pay

The employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

Article XIX Leave of Absence

- A. An employee may be granted a leave of absence for up to one year at the discretion of the Superintendent. The employee granted such leave would maintain all rights and privileges afforded under the Contract, including seniority.

Any ESP member on a leave of absence must notify the Superintendent of Schools in writing no later than February 1st of the year he or she is on leave as to whether he or she will return to work for the following school year.

A second year leave of absence can be requested of the Superintendent of Schools and the leave will be granted at his/her discretion.

- B. Parental Leave

Parenting leave to care for a newborn child or a child placed in the member's home through adoption, foster care, or court placement, as described in and as defined by M.G.L. Chapter 149, Section 105D (the Massachusetts Parental Leave Act), may be granted to a unit member for a period of eight (8) weeks if she/he has been employed for three (3) consecutive months and gives two (2) weeks' notice prior to her/his departure date. Those members who are also eligible for leave under the Family Medical Leave Act (“FMLA”) may be granted up to a combined total of twelve (12) weeks leave.

A member taking leave under this provision who has accrued sick leave benefits and personal leave benefits under Article XI of this Agreement may use these benefits under the same terms

and conditions which apply to other temporary disabilities for the period of his/her disability as certified by the member's health care provider.

For leave taken under the Massachusetts Parental Leave Act, any two (2) employees of the District shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or placement of the same child. If two employees take parental leave under the FMLA, then the leave is restricted to twelve (12) weeks in the aggregate.

The member may return to work as soon as desired after the delivery of the child providing her physician approves her return. An employee on Parental Leave may request to extend such leave which leave which extended leave shall then be referred to as Child-Rearing Leave. Such leave shall be without pay and subject to the rules and regulations in Section A, above, (Leave of Absence without Pay). Leaves of Absence shall not exceed twelve (12) months unless requested in writing and extended by the Superintendent.

A member who adopts a child may have the benefit of the previous paragraph.

The City of Gardner Family and Medical Leave procedures will be followed for leaves taken under the Family and Medical Leave Act.

Article XX Personal Leave

Members of the bargaining unit will receive three (3) days leave of absence, in full day increments, for religious, personal, legal, business, household or family matters which require absences during school hours, provided, except in the case of an emergency, that written notification to the building principal has been given by the employee no less than two business days before such leave is to take place. In case of an emergency, the building principal at his/her sole discretion may waive the notification requirement.

All employees will make every effort to avoid using personal leave during the first two weeks of school, the last two weeks of school, the Thursday or Friday before school vacation, the Monday or Tuesday after school vacation, or on professional days. However, in cases where it becomes necessary for the employee to use this time due to emergencies or other special circumstances, the employee will submit the Personal Day Request Form to the Principal for his/her approval. The Principal will make every effort to respond to the request as quickly as possible and not be arbitrary or capricious in granting approval.

Any unused personal leave, at the end of the school year, will be automatically converted into accrued sick day(s).

Article XXI Sick Leave at Retirement

Upon the retirement, death, or departure from the Gardner School System of any employee covered by this Agreement, if such employee has an accumulated sick leave balance, the employee shall be granted pay for such accumulation at a rate of full day's pay for each day of accumulated sick leave, not to exceed fifty (50) days pay, plus an additional fifty percent (50%) of the daily rate for days over and above the first fifty (50) days pay not to exceed a total of one hundred twenty-five (125) days. A full day's pay and daily rate are defined as an individual's hourly rate of pay, without longevity, multiplied by the number of hours worked per day.

Any employee covered by this agreement will notify the Superintendent by December 31st of the year prior to the fiscal year when this money is to be paid.

Employees hired after June 30, 1993, are not eligible for this provision.

Article XXII Stay Well Buy Back

All members of the bargaining unit hired as of July 1, 1993 will be allowed to sell back to the school department a maximum of three (3) days per year of unused sick time from the present school year, for payment in July.

Members of the bargaining unit wishing to sell back these days shall only be required to notify the Superintendent once of their intent to buy back three days. If a choice is made to discontinue/change the stated intent, members of the bargaining unit shall notify the Superintendent in writing.

Members of the bargaining unit who opt for this plan will be paid in July of each year the dollar amount of three (3) days. The rate of pay will be based on the base salary of the year the days were earned.

For the purpose of this section, days will be whole days.

Article XXIII Mileage

Mileage shall be paid to employees who use their car to perform their duties but shall not include transportation to and from school at the beginning or ending of a day.

If employees are required to travel between buildings during the school day, they shall be reimbursed at the IRS rate.

Article XXIV Substitute Responsibilities

If the member of the bargaining unit substitutes for a teacher and there is not a sub assigned for the subbing member's vacant position, then that subbing member of the bargaining unit will receive his or her regular rate of pay plus fifty dollars (\$50.00) per day. If the member of the bargaining unit substitutes for the teacher and there is also a substitute for the subbing member's vacant position, then that subbing member of the bargaining unit will receive his or her regular rate of pay plus thirty-five dollars (\$35.00) per day.

Classroom paraprofessionals may be used as substitutes in each building until such time that a certified, long-term substitute teacher is hired.

When a paraprofessional substitutes for a classroom teacher who is absent, the paraprofessional shall follow the teacher's daily schedule including teacher preparation time.

If a paraprofessional/tutor substitutes for a Registered Behavioral Technician, the paraprofessional/tutor shall receive his/her regular rate of pay plus fifteen-dollars (\$15.00) per day.

No member of the bargaining unit shall be required to act as a substitute teacher. At the start of each school year members of the bargaining unit shall inform their building principal if they are willing to serve as a substitute teacher and/or substitute Registered Behavioral Technician Only after the list of volunteers has been exhausted, may a paraprofessional/tutor be required to substitute in an emergency.

Article XXV Evaluation

All employees shall be evaluated at least once a year by an appropriate supervisor and/or building principal. The evaluator will complete the standard evaluation form (Appendix C) and provide a copy of the evaluation to the unit member no later than May 1. The employee will have the opportunity to review the evaluation with the supervisor and receive a copy of the evaluation. The employee shall sign the evaluation and the signature shall indicate only that the evaluation has been reviewed and received by the employee. 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 XXVI Discipline and Personnel File

The evaluation procedures do not preclude an administrator from using employee discipline to deal with a situation in which the administrator 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 administrator determines that the seriousness of the employee's actions warrants discipline beyond an oral reprimand.

No member of the bargaining unit will be disciplined or discharged without good cause. It is expressly understood that this article will not apply to probationary employees. Those individuals who have been employed by the Gardner Public Schools for ninety (90) days or less will be considered probationary. An employee may be dismissed at any time during the probationary period.

Any complaint brought against an employee covered by this Agreement will be brought to the employee's attention within two (2) school days.

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 signature does not in any way indicate agreement to 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.

Employees will have the right to review the contents of their personnel files upon request.

Article XXVII Longevity

To reward employees for extended years of service the following longevity schedule has been established: Longevity will be paid in accordance with the schedule in Appendix B.

The determination date to be used is the last day of the school year. A lump sum payment will be made at the end of the school year. Notice of each bargaining unit employee's longevity eligibility amount will be given in June along with a copy of the longevity amounts listed in the contract.

Article XXVIII Transfers, Reduction in Force, Non-Renewal

When a transfer is necessary, volunteers will be transferred first. An involuntary transfer will be made only after a meeting between the member involved, the Association and the Superintendent or designee, at which time member will be notified of the reasons for the transfer.

In the event it becomes necessary to reduce the number of employees included in this bargaining unit, the following procedures shall be used. An employee whose position is eliminated shall have the

opportunity to replace an employee with the lowest seniority in a position of equal or greater hours. Seniority means the employee's length of service in years, months, and days from their initial day of employment by the COMMITTEE.

Those individuals who have been employed by the Gardner Public Schools for 90 days or less will be considered probationary and may be dismissed at any time. For the remainder of the employee's first three full academic years of the employment with the district, the employer reserves the right to non-renew any member of this bargaining unit without cause for the upcoming school year. The employer must provide written notification of non-renewal by June 15.

Employees who have been laid off shall be entitled to recall rights for a period of two years from the effective date of their layoff. During the recall period, employees shall be notified by certified mail and given preference for positions as they develop in the inverse order of their respective layoff and all benefits to which the employee was entitled at the time of layoff shall be restored in full upon re-employment.

In the event that employees to be laid off are identical in seniority all such employees shall be offered the opportunity to be voluntarily laid off. Otherwise, the layoffs will be the result of a lottery system with said lottery to be conducted by two representatives of the COMMITTEE and two representatives of the ASSOCIATION.

Article XXIX Medication

No one in this bargaining unit shall give out medications of any kind.

Article XXX GEA Sick Bank

All members of the Unit shall be eligible to participate in the GEA Sick Bank and shall be subject to all rules as established by the Sick Bank Committee of the GEA Executive Board.

Article XXXI Professional Development Committee

Two members of this bargaining unit will be appointed to the district Professional Development Committee.

Article XXXII Lunch

Bargaining unit members hired prior to July 1, 2010 who work at least six (6) hours per day will receive a thirty (30) minute paid lunch.

Article XXXIII Seniority List

The seniority list will be updated and provided to the GEA President electronically annually by October 15th. Upon receipt members will notify management of corrections they believe should be made. The annual seniority list shall not be altered after October 15th except to correct an error or to add new employees in the bargaining unit or to delete employees who have left the unit.

Article XXXIV Safe Workplace

Unit members will immediately report all cases of assault suffered by them in connection with their employment to the building principal and then to the Superintendent in writing.

This report will be forwarded to the COMMITTEE, which will comply with a reasonable request from the unit member for information in its possession relating to the incident or the persons involved. The

Superintendent will act as a liaison among the unit member, the police, and the courts. Administration shall meet with the employee assaulted within ten (10) days after the investigation has concluded to communicate his/her findings.

Article XXXV Property Reimbursement Claims

The COMMITTEE will reimburse an employee for any clothing or other personal property damaged or destroyed in the course of his employment due to assault and battery, faulty equipment, or vandalism up to three hundred dollars (\$300), provided said employee is not covered by private insurance or subrogated his or her rights of legal redress to the COMMITTEE and notified the COMMITTEE in writing to the Superintendent of the damage within forty-eight (48) hours of the incident.

Article XXXVI Training and Certification

At the discretion of the Superintendent, the district will provide, at no cost to the employee, the online component of the Registered Behavioral Technician (RBT) training program that meets the standards of the Behavioral Analyst Certification Board (BACB). This component will be completed outside the school day in accordance with training guidelines.

Concurrent with the online training component, the RBT task list requirement will be completed under the direction of the Registered Certificant in accordance with training guidelines. This training will occur within the normal work day of the employee.

The district will conduct the RBT Competency Assessment consistent with the BACB standards for a RBT. This assessment will occur within the regularly scheduled work day for employees. Upon completion, the employee will apply for the RBT Certification through the BACB website. The employee will be responsible for any application fees.

The employee will schedule the RBT exam and will be responsible for the fee associated with the exam. If the exam occurs on a normal workday, the employee shall utilize one of their allocated personal days to take the assessment. If the RBT does not pass the exam, he/she is required to retake the exam every three (3) months. The RBT must pass the exam by May 1 of the year following the training.

The district will provide, for all RBT certified employees, all license maintenance requirements annually. The RBT will work with the BCBA to schedule the RBT Competency Assessment for renewal no less than forty-five (45) days prior to the expiration date of the certification as an RBT. The employee will be responsible for any fees associated with the renewal of the RBT Certification through the BACB.

Should the district fail to maintain a designated Responsible Certificant and the employee cannot earn or renew his/her license as a result of the lack of a Certificant, the employee will not be removed from the RBT salary grid. The employee will be expected to resume progress towards certification/re-certification once a Certificant has been designated.

Article XXXVII Duration

This Agreement and its provisions shall be effective from July 1, 2018 and shall remain in full force and effect up to and including June 30, 2021. Either party may, on or before the first day in February 2021, given written notice to the other of its desire to extend or revise this Agreement during the period to commence July 1, 2021.

This agreement shall remain in full force and effect, during the bargaining for the new Contract except that it shall not remain in effect longer than two years from the date of its expiration and except that either party may terminate this Agreement by such notice as is described above at any time following June 30, 2021, by written notice, one to the other.

In witness whereof, the parties hereto have caused this Agreement to be signed in their name and behalf by duly authorized representative and members of the negotiation team of the Gardner School Committee and Gardner Education Association. *E.S.P.*

Gardner School Committee

Robert Schwartz
Juniper Blair
[Signature]
Melody Phelps

Gardner Education Association, Unit B

Debra Leone
[Signature]
Synda Francoeur
Robin Sullatt
[Signature]

Appendix A

Salary Scale

	Step	2018-2019	2019-2020	2020-2021
Paraprofessionals	1	\$14.82	\$15.12	\$15.42
	2	\$15.56	\$15.87	\$16.19
	3	\$16.29	\$16.62	\$16.95
	4	\$17.26	\$17.61	\$17.96
	5	\$17.99	\$18.35	\$18.72
Tutors	1	\$20.84	\$21.26	\$21.69
	2	\$21.62	\$22.05	\$22.49
	3	\$22.45	\$22.90	\$23.36
	4	\$23.76	\$24.24	\$24.72
	5	\$24.62	\$25.11	\$25.61
Registered Behavioral Technicians	1	\$20.50	\$20.91	\$21.33
	2	\$21.27	\$21.70	\$22.13
	3	\$22.04	\$22.48	\$22.93
	4	\$22.81	\$23.27	\$23.74
	5	\$23.58	\$24.05	\$24.53

July 1, 2018 – June 30, 2019: 2.5% increase
July 1, 2019 – June 30, 2020: 2% increase
July 1, 2020 – June 30, 2021: 2 % increase

In the event that a current employee is hired for a new classification with a higher rate of pay, the member will begin at Step 1 of that classification. If a member is transferred to a different classification of lower pay, the member will be paid the lower rate commensurate with his/her years of experience.

NOTE: Tutors who have not obtained Massachusetts Teacher Certification may not have their wages increased past Step 3.

Appendix B Longevity Schedule

5 years	\$200.00	24 years	\$1,840.00
6 years	\$260.00	25 years	\$1,900.00
7 years	\$320.00	26 years	\$1,960.00
8 years	\$380.00	27 years	\$2,020.00
9 years	\$440.00	28 years	\$2,080.00
10 years	\$500.00	29 years	\$2,140.00
11 years	\$560.00	30 years	\$2,200.00
12 years	\$920.00	31 years	\$2,260.00
13 years	\$980.00	32 years	\$2,320.00
14 years	\$1,040.00	33 years	\$2,380.00
15 years	\$1,300.00	34 years	\$2,440.00
16 years	\$1,360.00	35 years	\$2,500.00
17 years	\$1,420.00	36 years	\$2,560.00
18 years	\$1,480.00	37 years	\$2,620.00
19 years	\$1,540.00	38 years	\$2,680.00
20 years	\$1,600.00	39 years	\$2,740.00
21 years	\$1,660.00	40 years	\$2,800.00
22 years	\$1,720.00		
23 years	\$1,780.00		

Note: Above payments will be made as follows: A lump sum payment will be made at the end of each school year. The determination date (date used to determine the correct number of years and amount to be paid) is the last day of the school year. Years of service refer to the number of years as a permanent employee covered by this bargaining unit agreement.

Appendix C - Evaluation Instrument

GARDNER PUBLIC SCHOOL DISTRICT – ESP Evaluation

Employee Name

School

Job Title

Date

Evaluator

Rating Key: Check most appropriate performance level in the space provided

E=Exceeds Standards M= Meets Standards NI= Needs Improvement U=Unsatisfactory NA=Not Applicable

	E	M	NI	U	NA
1. STUDENT CENTERED RESPONSIBILITIES					
a. Adapts to individual developmental stages of learning					
b. Accepts individual differences in students					
c. Supports and assists in the facilitation of student engagement					
d. Implements teaching procedures as designed and directed by the teacher					
e. Collects and records student data as requested					
f. Able to work with small instruction groups					
g. Competent in the reinforcement of skills					
h. Exhibits patience and support when dealing with disruptive behaviors					
i. Behaves in ways that ensures the health and safety of all students					
j. Follows students' plans					
Registered Behavior Technician Only					
k. Implements teaching procedures and IEP objectives as designed and directed by the teacher (i.e. task analysis, discreet trials, naturalistic/incidental teaching)					
l. Implements crisis emergency procedures as indicated by individual student plans and building protocol					
m. Collects and graphs behavior/academic data consistently and accurately as prescribed by the student's plan					
n. Assists teacher with assessment procedures when directed					
o. Adapts to students' prescribed communication methods as needed					
Comments:					

GARDNER PUBLIC SCHOOL DISTRICT – ESP Evaluation

2. PROFESSIONALISM					
a. Accepts and implements feedback					
b. Communicates needs effectively and in a timely manner					
c. Is a collaborative team member, shares ideas, offers help when needed					
d. Maintains confidentiality and professional boundaries upholding ethical requirements and regulations					
e. Maintains a positive attitude					
f. Demonstrates clear understanding of role expectations					
Comments:					
3. COMMITMENT TO TOTAL PROGRAM					
a. Is punctual					
b. Attends regularly					
c. Is aware of and maintains the classroom routine					
d. Willingly accepts and carries out assignments					
e. Performs routine tasks efficiently					
f. Appropriately accesses support from staff and administration					
g. Works well with minimal supervision once instructions are given					
Tutors & Registered Behavior Technician Only					
h. Displays evidence of professional growth and development required for the position					
Comments:					

GARDNER PUBLIC SCHOOL DISTRICT – ESP Evaluation

Corrective Action: Areas needing corrective measures and suggested corrective action (To be accompanied by written improvement plan)

Overall Evaluation Rating (Circle One):

E=Exceeds Standards

M= Meets Standards

NI= Needs Improvement

U=Unsatisfactory

Employee Signature

Date

Evaluator Signature

Date

The employee’s signature indicates that he or she has received the evaluation. It does not denote agreement with its content. The employee may attach a rebuttal to this evaluation.

Receiving evaluations with overall ratings of Unsatisfactory and/or Needs Improvement in two consecutive school years meets the criteria for good cause.

Appendix D – Registered Behavioral Technician Job Description

POSITION: Registered Behavioral Technician (RBT)

QUALIFICATIONS:

1. Must be highly qualified with a minimum of 2 years of college or have passed the ParaPro test
2. **RBT Certified or experience working with students with disabilities preferred.**

REPORTS TO: BCBA/Administration

JOB SUMMARY: Responsible for implementing Applied Behavioral Analysis (ABA) based programs for students with special needs as directed by the Board Certified Behavioral Analyst/Program Special Education Teacher

PERFORMANCE RESPONSIBILITIES:

- Works primarily with students on IEPs with varying abilities including, but not limited to: Autism Spectrum Disorder, Multiple Disabilities, Behaviorally and/or Emotionally Disabled
- Works directly with individual students requiring specialized instruction, and social/emotional and behavioral interventions
- Implements lead teacher/specialist developed lessons without direct supervision
- Is able to manage challenging students that may engage in aggressions, profanity, spitting, or other forms of inappropriate or maladaptive behaviors
- Implements instructional and behavioral programs designed by the BCBA/lead teacher including, but not limited to:
 - Discreet trial training
 - Data collection and graphing
 - Documentation and feedback
 - Instruction and de-escalation techniques that may require physical interventions and follow through
- Maintains high level of ethical behavioral and confidentiality of information about students and their records
- Facilitates participation of assigned students in peer activities, general classroom activities, and maintains contact with teacher(s) to monitor student progress
- Prepares alternative materials as requested by the teacher/specialist/BCBA
- Compiles reports of daily accomplishments and/or behaviors for regular meetings with educators, as well as with the BCBA to review students' progress. These reports may be sent home daily, under the direct supervision of classroom teacher and/or other special educators
- Supporting students at job sites and/or a variety of community trips
- Assists with self-help skills including but not limited to feeding, toileting
- Performs all other duties and responsibilities as assigned by lead teacher and/or BCBA, Principal or Director of Pupil Personnel

TRAINING AND CERTIFICATION:

At the discretion of the Superintendent, the district will provide, at no cost to the employee, the online component of the Registered Behavioral Technician (RBT) training program that meets

the standards of the Behavioral Analyst Certification Board (BACB). This component will be completed outside the school day in accordance with training guidelines.

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Should the district fail to maintain a designated Responsible Certificant and the employee cannot earn or renew his/her license as a result of the lack of a Certificant, the employee will not be removed from the RBT salary grid. The employee will be expected to resume progress towards certification/re-certification once a Certificant has been designated.

REQUIREMENTS:

- Must be able to meet all requirements of restraint training and physically able to perform restraints
- Must be able to pass and maintain RBT certification
- Able to lift 50 lbs.

Work Year:

- District employee to work a total of 200 days (185 days during the regular school year and 15 days during the summer)

Salary and Benefits: Per ESP Contract

Evaluation: Building Principal and Director of Pupil Personnel