

AGREEMENT
BETWEEN THE
GREATER LOWELL TECHNICAL SCHOOL DISTRICT
AND
GREATER LOWELL EDUCATIONAL SUPPORT STAFF

JULY 1, 2024 TO JUNE 30, 2027

Table of Contents

	<u>PAGE</u>
	PREAMBLE 1
ARTICLE I	RECOGNITION 1
ARTICLE II	UNION DUES CHECKOFF 2
ARTICLE III	DISCRIMINATION 3
ARTICLE IV	UNION ACTIVITY ON SCHOOL PROPERTY 3
ARTICLE V	GRIEVANCE PROCEDURE..... 4-6
ARTICLE VI	WORK WEEK AND WORK SCHEDULE 6-7
ARTICLE VII	INCLEMENT WEATHER 7
ARTICLE VIII	OVERTIME 7-8
ARTICLE IX	SICK LEAVE 8-9
	EMPLOYEE SICK LEAVE BANK 9
ARTICLE X	PERSONAL LEAVE 9
ARTICLE XI	BEREAVEMENT LEAVE..... 9
ARTICLE XII	JURY DUTY LEAVE..... 10
ARTICLE XIII	CHILDBEARING LEAVE, ADOPTION LEAVE, PARENTAL LEAVE, CHILDREARING LEAVE 10
ARTICLE XIV	MILITARY LEAVE 11
ARTICLE XV	VACATION 12-13
ARTICLE XVI	LEAVE OF ABSENCE 14
ARTICLE XVII	HOLIDAYS 14
ARTICLE XVIII	GROUP INSURANCE 15
ARTICLE XIX	LIFE INSURANCE 15
ARTICLE XX	SENIORITY 16
	BUMPING RIGHTS & RECALL PROCEDURE..... 16-17
ARTICLE XXI	VACANCIES AND PROMOTIONS..... 17
ARTICLE XXII	PROBATIONARY PERIOD 17

ARTICLE XXIII	UNIT MEMBER RIGHTS.....	18
ARTICLE XXIV	WORKER’S COMPENSATION BENEFITS.....	18
ARTICLE XXV	TUITION REIMBURSEMENT.....	18
ARTICLE XXVI	TRAVEL EXPENSES.....	18
ARTICLE XXVII	WORKING OUT OF CLASSIFICATION	19
ARTICLE XXVIII	PERSONNEL RECORDS AND COMPLAINT PROCEDURE.....	19
ARTICLE XXIX	EVALUATION	20-22
ARTICLE XXX	MISCELLANEOUS.....	22
ARTICLE XXXI	LONGEVITY AND OTHER BENEFITS	23
ARTICLE XXXII	MANAGEMENT RIGHTS.....	23
ARTICLE XXXIII	SAVINGS CLAUSE.....	23
ARTICLE XXXIV	STAFFING BY DEPARTMENT.....	24
ARTICLE XXXV	JOB DESCRIPTIONS.....	25
ARTICLE XXXVI	DURATION OF CONTRACT.....	26
APPENDIX A	SALARY SCHEDULES	27
APPENDIX B	EVALUATION DOCUMENTS.....	28-36
APPENDIX C	ESSENTIAL FUNCTION ASSESSMENT.....	37-38
APPENDIX D	SICK LEAVE BANK POLICY	39-42
	NON CERTIFIED POSITIONS BY CATEGORY	43

PREAMBLE

This Agreement entered into this 1ST day of July , 2024 between the Greater Lowell Technical School District/School Committee (hereinafter referred to as the *Committee*) and the Greater Lowell Educational Support Staff Personnel (hereinafter referred to as the *Union*).

By the consummation of this agreement, the parties seek to continue and promote harmonious relations and mutual cooperation between the Committee and the Union; to set forth the agreement of the parties with respect to rate of pay, hours and conditions of employment under which unit members represented by the Union perform their duties; and to provide for an orderly and equitable adjustment of all grievances as herein defined.

ARTICLE I

RECOGNITION

The Committee recognizes the Union pursuant to the provisions of Chapter 150E of the General Laws as the exclusive representative for the purposes of collective bargaining with respect to wages or salaries, hours and other conditions of employment for all non-professional employees classified as Attendance Monitor, Senior Accounting Clerk, Senior Accounting/Payroll Clerk, Administrative Secretary, General Secretary, Library Technician, Technical Media Aide, Computer/Telephone Technician, Library Media Aide while excluding all other employees of the Committee as certified by the Massachusetts Labor Relations Commission in Case No. MCR 2395.

The Association and the Administration agree to form a subcommittee consisting of two (2) unit members appointed by the Association, and two (2) Administrators appointed by the Superintendent-Director to review and revise the job descriptions.

The subcommittee shall report back to the negotiation teams no later than thirty (30) days with the results of their efforts.

ARTICLE III

DISCRIMINATION

There shall be no discrimination, interference, restraint, or coercion by the Committee, the Union, or their respective officers or agents against any unit member because of membership or non-membership in the union.

The Greater Lowell Technical High School does not discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, gender identity, criminal record, disability, veteran status, genetic information, pregnancy or a condition related to said pregnancy, and homelessness in the administration of its educational and employment policies, programs, practices or activities, as defined and required by state and federal law. In addition, Greater Lowell Technical High School is committed to providing a work and learning environment free from sexual harassment and prohibits retaliation against any individual for making a complaint of conduct prohibited under this Notice, or for assisting or assisting in the investigation of such a complaint.

ARTICLE IV

UNION ACTIVITY ON SCHOOL PROPERTY

The Committee agrees to allow Union officers and stewards reasonable time off during work hours to process and proceed with grievances and other union business with the administration. Such time shall be at the approval of the Superintendent/Director or his/her designee.

The Committee agrees to allow representatives of the Greater Lowell Educational Support Staff Personnel/MTA to enter the school premises during the workday to confer with unit members as long as care is used not to disrupt the work schedule.

The Administration will designate a space located in the staff break room on the second floor which the Union may use as a bulletin board. The purpose of the board will be for posting of notices by the Union. Notices shall be placed on the Board by the President of the Association.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definition:

A grievance is defined as a claim by any unit member, group of unit members or the Organization that there has been a misinterpretation, inequitable application or violation of any provision of this Agreement or a claim by any unit member, group of unit members or the Organization that there has been a violation, misinterpretation or inequitable application of Committee policies or practices or an expression of dissatisfaction by any unit member, group of unit members or the Organization with any aspect of a unit member's employment or working conditions.

B. Time Limits:

The time limits specified in this Article shall mean school days. Time limits indicated hereunder are maximums unless extended by mutual agreement. All such agreements to extensions must be in writing.

C. General Provisions:

- 1) The Organization shall be present and have the right to participate in the processing of any grievance at any level and to use representation of its own choosing.
- 2) The Committee shall cooperate with the Organization in making available all such records which have a bearing on a grievance, or on its processing. All documents, communications and records dealing with the processing of a grievance shall be filed separately from regular personnel files.
- 3) No grievance in process during the term of this Agreement shall lapse because of the expiration or termination of this Agreement and the grievance shall be handled as if this Agreement were still in effect.
- 4) Failure at any Grievance Level to meet or to communicate the decision within the specified time limits to the grievant(s) and the Organization President shall permit the grievant(s) or the Organization President to proceed directly to Level Five - Arbitration.
- 5) Either party to this Agreement shall be permitted to call employee witnesses at each level of the grievance and arbitration procedure.
- 6) If a grievance involves more than one individual, the Organization may initiate said grievance if agreed to by the Administration at whatever level the Organization deems appropriate but not beyond Level Three.

- 7) All grievance correspondence will go directly to union leadership, and not the individuals referenced in the grievance.
- 8) **If the unit member fails to present his/her grievance to his/her immediate supervisor within thirty (30) school days after the unit member knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived.**

D. Levels of the Grievance Procedure:

Level One -

A unit member with a grievance shall present it to his/her immediate supervisor who shall respond to said grievance in writing within ten (10) school days.

Level Two -

If the grievance has not been resolved to the satisfaction of the grievant(s) and the Organization, the grievant(s) or the Organization may within ten (10) school days present it in writing to the Assistant Superintendent/Principal. Within ten (10) school days after receiving a grievance, the Assistant Superintendent/Principal shall conduct an investigation and shall, if necessary, meet with the Organization and the grievant(s). The Assistant Superintendent/Principal shall respond to said grievance in writing within ten (10) school days after presentation.

Level Three -

If the grievance has not been resolved to the satisfaction of the grievant(s) and the Organization, the grievant or the Organization may within ten (10) school days present it in writing to the Superintendent-Director or his designee (which designee shall not be the same person who heard the grievance at Level Two). Within ten (10) school days after receiving a grievance, the Superintendent-Director or his designee shall conduct an investigation and shall, if necessary, meet with the Organization and the grievant. The Superintendent-Director or his designee shall respond to said grievance in writing within ten (10) school days after presentation.

Level Four -

If the grievance is not resolved to the satisfaction of the grievant(s) and the Organization, the grievant(s) or the Organization may within ten (10) school days, submit the grievance in writing to the Committee. Within ten (10) school days after the receipt of a grievance, the Committee or, at its discretion, a personnel sub-committee, shall meet with the grievant(s) and representatives of the Organization for the purpose of hearing the arguments of the parties involved. Within fifteen (15) school days after said presentation of the grievance, the Committee, or its personnel subcommittee, shall respond in writing to said grievance.

Level Five -

If the grievance is not resolved to the satisfaction of the Organization, the Organization may within sixty (60) school days submit the grievance to arbitration in accordance with the then applicable Rules of the Department of Labor Relations. The arbitrator shall render his/her decision to the parties within thirty (30) school days of the close of hearings. Briefs, if any, shall be submitted within said thirty (30) school day period at such time as shall be designated by the arbitrator.

The arbitrator's decision shall be final and binding on both the Committee and the Organization provided that said decision is not in conflict with the terms of the Agreement or State Statute.

The cost of the arbitration shall be borne equally by the Committee and the Organization.

ARTICLE VI

WORK WEEK AND WORK SCHEDULE

On days when students and staff are released early, (i.e. the day before Thanksgiving), no unit members shall be released before the actual student/teacher dismissal time.

The work week shall consist of five (5) days, Monday through Friday, at seven and one half (7.5) hours per day. This shall include one half hour for lunch. The regular work day will be from 7:30 a.m. to 3:00 p.m.

In the event that an Administrator intends to alter a unit member's hours of work during any fiscal year, such alteration shall be only within the hours of 7:00 a.m. to 3:30 p.m. When this alteration occurs, the Union president and Superintendent-Director shall be notified. An exception to this shall be the night school secretary, who will be required to cover hours designated by the night school director.

Final day of employment for ten (10) month unit members will be the last Friday in June or the last student contact day, whichever is later.

The first day of employment for (10) month unit members for the next school year will be the last Monday in August.

Twelve (12) month permanent unit members as of June 30, 1980 who are reduced to a shorter work year (10 months or 44 weeks) shall continue to be treated as full time (12) month unit members.

Electronic Access Control (FOB) System:

Each unit member shall be required to swipe their "fob" against the electronic access card reader located at main entry point to the school building upon entering and exiting the school building at all times. The reader records their time in the system. In order to prevent unauthorized individuals

from access in the buildings, a unit member will immediately report any lost or stolen fob to their supervisor. A fob assigned to an individual shall be used solely by the individual it is assigned to. At the time of separation from service, the fob will be returned to the district.

ARTICLE VII

INCLEMENT WEATHER

Unit members shall, at the discretion of the Superintendent/Director, be dismissed early or (per radio announcement) will not be required to report on days when school is “closed”.

When school is “cancelled”, all unit members shall report to work at 10:00 a.m., unless otherwise directed by the Superintendent-Director.

When school opening is delayed, unit members shall not be required to report to work no later than forty-five (45) minutes prior to the newly announced opening.

In any of the above instances, unit members involved will be paid for a complete day of seven and one half (7.5) hours.

ARTICLE VIII

OVERTIME

A unit member who is required to work in excess of seven and one-half (7.5) hours in any one work day or in excess of thirty-seven and one-half (37.5) hours in any one (1) week, shall be paid for any such work at one and one-half (1.5) times his/her regular straight time hourly rate.

A unit member called back to work on the same day after having completed his/her assigned work day of seven and one-half (7.5) hours shall be paid at the rate of one and one-half (1.5) times his/her regular hourly rate for all hours worked on recall. A minimum of four (4) hours pay shall be guaranteed for each call back during a work week.

A unit member called to work on Saturday shall be paid at the rate of one and one-half (1.5) times his/her regular hourly rate with a minimum of four (4) hours guaranteed. All work performed on holidays and Sundays shall be paid at the rate of double time with a minimum of four (4) hours guaranteed.

A unit member hired for part-time work will be paid at the grant rate or the rate contained in the CBA.

A unit member requesting compensatory time in lieu of monies for overtime shall receive compensatory time at the rate of time and one-half (1.5).

Any work in the school system outside the normal work day that may be considered clerical work, shall be performed by unit members covered by this Agreement and shall be paid at the rate of time and one-half (1.5).

Said overtime shall first be offered to those unit members who normally perform such related work. Should said unit members not be available, the work shall then be offered to other eligible and qualified unit members of the bargaining unit.

The foregoing paragraph is not intended to delete work opportunities for students and/or other personnel that are funded by monies not in the budget of the School Committee. It is recognized that any work done by students and/or other personnel referred to above is a learning or training process and is not intended to take extra work opportunities away from members of the bargaining unit and that said employees shall be an addition to and not a replacement for unit member covered by this Agreement.

ARTICLE IX

SICK LEAVE

Twelve-month unit members shall be granted fifteen (15) days sick leave annually on July 1st.

Ten-month unit members shall be granted twelve and one half (12.5) days sick leave annually on July 1st.

Newly hired unit members shall receive sick leave to be earned at the rate of one and one quarter (1.25) days per month until the July 1st following his/her anniversary date of hire at which time they shall be granted fifteen (15) days annually for twelve (12) month unit members or twelve and one-half (12.5) days annually for 10-month unit members, with unlimited accumulation.

- A. Sick leave shall be granted to a unit member under the following conditions:
 - 1. When a unit member cannot perform his/her duties because he/she is incapacitated by personal illness or injury.
 - 2. When through exposure to contagious disease, the presence of the unit member at his/her work location would jeopardize the health of others.

- B. If a unit member is out on sick leave for five (5) or more consecutive work days the Superintendent-Director may require a medical note documenting the illness and/or the unit member's fitness to return to work.

- C. If a unit member is out on sick leave for ten (10) or more consecutive school days the Superintendent-Director may require the doctor chosen by the employer at the District's expense, to evaluate the illness or injury.

- D. If the District's doctor disagrees with the unit member's doctor with regard to the unit member's ability to return to work, the unit member and/or his/her representative will meet with the Superintendent-Director in an attempt to resolve the dispute.
- E. If the dispute cannot be resolved at this meeting, the employee's doctor and the District's doctor will choose a third doctor covered by the unit member's health insurance plan, with the appropriate expertise to evaluate the illness or injury to conduct an additional independent examination with any incurred cost not covered by the unit member's health insurance plan to be shared equally by the District and the unit member and whose decision shall be final.
- F. **EMPLOYEE SICK LEAVE BANK**

One-Time Opportunity:

Unit members who have accrued thirty (30) sick days will be eligible to join the Employee Sick Leave Bank by following the procedure outlined in the policy. (Appendix D)

ARTICLE X

PERSONAL LEAVE

Twelve month unit members shall be allowed, on a noncumulative basis, three (3) days of paid personal leave for imperative personal business each work year. Ten (10) month unit members shall be allowed, on a noncumulative basis, two and one half (2.5) days of paid personal leave for imperative personal business each work year.

Requests for such leave must be in writing to the immediate supervisor as soon as possible and not less than twenty-four (24) hours prior to the absence whenever possible.

ARTICLE XI

BEREAVEMENT LEAVE

A unit member will be granted up to three (3) days with pay at any one (1) time in the event of death requiring attention by the unit member of his/her spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew or other member of the immediate household. In extenuating circumstances, the Superintendent-Director may grant other or longer funeral leaves, including celebration of life events.

ARTICLE XII

JURY DUTY LEAVE

A unit member called for duty on a jury shall be entitled to receive the difference between his/her salary and the amount of compensation for such duty if the amount of compensation is less than his/her salary. A statement from the court covering the dates that the unit member served as a juror and the reimbursement received shall be submitted to the Superintendent/Director.

ARTICLE XIII

CHILDBEARING LEAVE / ADOPTION LEAVE / PARENTAL LEAVE **CHILDREARING LEAVE**

A minimum of six (6) months maternity leave without pay shall be granted. This leave may be extended at the discretion of the Superintendent-Director. A unit member returning from maternity leave shall do so at the same rate of pay at which she left. A unit member shall maintain the option of returning to work prior to termination of said authorized maternity leave by submitting a one-month notice.

Childbearing Leave / Adoption Leave / Parental Leave

Disabilities caused or contributed to by pregnancy, or termination thereof and recovery therefrom shall be treated as a "disability." "Disability" shall be interpreted as being within the meaning of the term sick.

A spouse or partner, regardless of gender, is entitled to a paid parental leave of up to twelve (12) consecutive weeks, to be utilized during the first year after the birth of their child. Parental Leave days shall be deducted from accumulated sick leave.

A unit member who bears a child/children or adopts a child/children is entitled to a paid leave of up to twelve (12) weeks, and, in the case of adoption, beginning on the day of adoption or, in the case of an adoption requiring travel for adoption purposes, beginning on the date of travel. Days shall be deducted from accumulated sick leave.

Special consideration will be given by the Superintendent-Director if circumstances require an absence by the spouse/partner, regardless of gender, prior to the birth of the child or by an adoptive parent prior to the adoption.

Childrearing Leave

A unit member will be granted a childrearing leave of absence without pay no longer than one (1) school year from the date of birth. A unit member on childrearing leave will return on the first day of school of the following school year unless the Superintendent-Director has agreed to other arrangements. This provision shall apply to both natural and adoptive parents.

ARTICLE XIV

MILITARY LEAVE

A unit member will be granted military leave to fulfill obligations to the United States Armed Forces. Up to two (2) weeks of annual military leave may be granted with no loss in total pay. Compensation by the military will be deducted from the unit member's pay for that period upon his/her return.

Military orders and pay vouchers constitute evidence in support of said request.

An official leave of absence without pay will be granted for active duty in any branch of the armed forces of the United States. When the person is released from such service, he/she will be eligible for re-employment provided he/she notifies the district within fifteen (15) days that he/she intends to return to employment within thirty (30) days.

ARTICLE XV

VACATION

The following vacation schedules shall be in place for unit members:

REQUIRED LENGTH OF COMPLETED CONTINUOUS EMPLOYMENT

VACATION WITH PAY

Less than one (1) year	One day per month not to exceed ten (10) days
At least one (1) year but less than five (5) years	ten (10) days
At least five (5) years but less than ten (10) years	fifteen (15) days for twelve-month unit members; twelve and one half (12.5) days for ten-month unit members
At least ten (10) years but less than twenty (20) years	twenty (20) days for twelve-month unit members; sixteen and two-thirds (16.67) days for ten-month unit members
At least twenty (20) years	twenty-five (25) days for twelve-month unit members; twenty-one (21) days for ten-month unit members
At least twenty-five (25) years	thirty (30) days for twelve-month unit members; twenty-six (26) days for ten-month unit members

After completing the twenty-fifth year of employment, unit members shall automatically receive their sixth week of paid vacation time.

A unit member's vacation schedule shall be approved by his/her immediate supervisor after said vacation time has been earned.

Ten-month unit members shall not be entitled to utilize student contact days as vacation time.

Ten-month unit members shall be entitled to utilize non-student contact days as vacation time, after said vacation time has been earned.

Vacation time shall not be denied unreasonably.

Vacation time shall be earned monthly and may be used as accumulated, in accordance with this Article. The vacation policy shall be effective from the first day of each unit member's employment.

A unit member, after completing his/her fifth year of employment, shall automatically receive his/her third week of paid vacation time. One and one-quarter (1.25) days will be accumulated monthly between the beginning of the fifth year and the end of the ninth year.

A unit member, after completing his/her tenth year of employment, shall automatically receive his/her fourth week of paid vacation time. During the tenth year, one and one sixty-seventh (1.67) days will be accumulated monthly.

A unit member, after completing his/her twentieth year of employment, shall automatically receive his/her fifth week of paid vacation time. During the twentieth year, two and nine-hundredths (2.09) days will be accumulated monthly.

A unit member, after completing his/her twenty-fifth year, shall automatically receive his/her sixth week of paid vacation time. During his/her twenty-fifth year, two and one-half (2.5) days will be accumulated monthly.

A unit member requesting earned vacation pay will be paid on the last regular working day prior to his/her scheduled vacation, provided a two (2) week notice in writing is given to the payroll department. Holidays in a vacation period will not be charged to vacation time.

Vacation time may be accumulated up to one and one-half (1.5) times the vacation allotted to the unit member. A unit member may work and receive salary on straight time in lieu of vacation only upon the approval by the Superintendent-Director.

Authorized paid leaves shall not be considered a break in service.

A unit member employed as of June 30, 1980 shall continue to have the privilege of requesting vacation any time as per present practice. A ten-month unit member shall have the option of working the full forty-four (44) weeks and taking earned vacation time during the summer.

Summer scheduling shall be accomplished by seniority within departments.

Any summer work shall first be offered to any unit member(s) who has had full-time (twelve month) schedule lessened to the reduced schedule before any temporary employees can work any type of summer employment as covered by this contract.

ARTICLE XVI
LEAVE OF ABSENCE

All leaves of absence of one (1) day or more without pay may be granted only by the Superintendent/Director when conditions warrant and after all accumulated leave such as sick leave, vacation and personal leave has been exhausted. Requests outlining reasons and length of absence must be presented in writing to the Superintendent/Director. No benefits will be accrued while on unpaid leave of absence status. A unit member on approved, unpaid leave, which is not designated as Family and Medical Leave Act leave or a medical leave due to the unit members own serious health condition (MGL Ch. 32b. S7A) may continue Group health insurance and life insurance for the duration of the leave with full costs to be borne by the unit member. A unit member shall maintain the option of returning to work prior to termination of said authorized leave by submitting a one (1) months' notice. (Pursuant to MGL 32B – section 7)

Seniority will not be affected by a leave of absence granted for a life-threatening illness (that shall be determined by a doctor) of the unit member, the unit member's parent(s), child(ren), or spouse, when said unit member is granted a leave not to exceed six (6) months or in the case of the unit member, a leave not to exceed one (1) year.

The parties recognize and hereby incorporate by reference the provisions of the Family Medical Leave Act.

Notices of Leaves of Absence will be forwarded to the Association President.

ARTICLE XVII
HOLIDAYS

The following paid holidays will be granted to full-time unit members:

Ten (10) month unit members will be granted all holidays that fall within their yearly work schedule.

New Year's Day	Juneteenth	Thanksgiving Day
Martin Luther King Day	Independence Day	Day after Thanksgiving
President's Day	Labor Day	Christmas Day
Patriot's Day	Columbus Day	
Memorial Day	Veterans' Day	
Floating Holiday (request approval at least 24 hours prior)		

If any of these holidays fall on Saturday or Sunday, an additional day off or compensatory amount of money will be paid to the unit members.

At the discretion of the Superintendent/Director, unit members will also be granted skeleton crew days from the following:

The day before or after Christmas.
The day before or after New Years.

ARTICLE XVIII

GROUP INSURANCE

1. The Committee will provide to all full-time unit members a Health Maintenance Organization (HMO) Plan in accordance with the provisions of the relevant sections of Chapter 32B of the Massachusetts General Laws. Said insurance programs will be the best available under the aforementioned statute(s) with the Committee paying 75%.
2. The Committee agrees to pay seventy-five percent of a dental plan offered by Delta Dental which will provide 100% coverage on diagnostic and preventative services (Type 1), 80% coverage on restorative and other basic services (Type 2), and 50% of major restorative prosthodontic (Type 3). Deductibles will apply to Type 2 and 3 services.
3. Flexible Spending Account (FSA)
The District shall offer a Flexible Spending Account (FSA) through a Cafeteria Plan, as allowed by state and federal laws and regulations for eligible medical and/or dependent care expenses, to Members through a third party provider at no monetary cost to the District.
 - The District shall select the vendor, determine plan administration details, and provide automatic payroll deduction services. The District maintains the option to change vendors.
 - Any and all costs and fees associated with the offering of a Flexible Spending Account (FSA) will be the responsibility of the Members.
 - The District agrees to pay the initial \$350 set up fee to the vendor in the first year of the plan as well as \$350 annual administration fees in the second and third year of the plan.

ARTICLE XIX

LIFE INSURANCE

The Committee agrees to provide term insurance in the amount of \$20,000. If any other group of employees in the District receive life insurance in excess of \$20,000, the unit members covered by this Agreement shall receive a like amount of coverage.

ARTICLE XX

SENIORITY

Seniority shall be defined as a length of unbroken continuous service at the Greater Lowell Technical High School in a position covered by this contract.

Seniority will be one of the factors considered at all times in matters of:

1. Department vacation time
2. School-wide posted job vacancies within the bargaining unit
3. Departmental work schedules (final decision up to immediate supervisor)
4. Overtime
5. Skeleton crew days (final decision up to Superintendent-Director)
6. Cut backs
7. Layoffs
8. Recalls

Any time off without pay in terms of one (1) day or more (except for maternity leave and leave granted for a life threatening illness as outlined in Article XVI) will not be credited to Seniority.

BUMPING RIGHTS

A unit member whose job may be eliminated shall first move in to any open position that may be available in his/her category.

1. If there is no open position available, the unit member may bump into the position held by the least senior unit member in his/her category. If the unit member to be laid off does not possess more seniority than the least senior person in his/her category, he/she may bump into the position held by the least senior unit member in the next category below.
2. The above paragraphs shall be adhered to in the other categories if not applicable in the next immediate lower category. The unit member bumping must meet the requirements of the job into which he/she is bumping.
3. The qualifications of the unit member who is either moving to an open position or bumping into an occupied position shall be determined by the Director of Human Resources after completion of the following analysis:
 - Review of position job description
 - Review of information provided by the unit member such as resume, credentials, etc.
 - Consultation with the position supervisor
 - Consultation with the bargaining unit president and MTA representative if bargaining unit member president chooses to invite into the consultation
 - Interview of unit member
4. In no case will a unit member be permitted to bump another unit member in a higher category.

RECALL PROCEDURE

A unit member laid off as a result of the above procedure shall be recalled by seniority by registered mail as long as they can meet the requirements of the position vacancy. This recall period should last for a period of not less than twenty-four (24) months ending with the first work day of the subsequent school year.

ARTICLE XXI

VACANCIES AND PROMOTIONS

All vacancies shall be posted for five (5) full consecutive work days within the school. Notices regarding vacancies and promotions will be forwarded to the Union President for distribution to members. The Union President will receive a copy of all postings and job descriptions, no later than the first day of said posting.

Consideration will be given to current unit members who apply and are qualified for such vacancies. Internal candidates will be required to take an Essential Function Assessment in order to be considered for a vacancy, new position, or any other position within the unit. (See Appendix C – Essential Function Assessment)

In the event that two (2) or more unit members applying are equally considered for a position, seniority will be considered.

When a vacant position goes unfilled or is eliminated, a notice of intent will be forwarded to the Association President. Included in this notice will be a statement addressing the reassignment of duties of the unfilled position.

ARTICLE XXII

PROBATIONARY PERIOD

A unit member described in Article I of this Agreement shall have a probationary period of six (6) consecutive months beginning with his/her first day of active employment by the Greater Lowell Technical School District.

A probationary unit member may be demoted, suspended, or discharged as exclusively determined by the Superintendent-Director and no such discharge of a probationary unit member may be the subject matter of the grievance or arbitration process of this Agreement by either the probationary unit member or unit members affected by the Greater Lowell Educational Support Staff Association.

ARTICLE XXIII

UNIT MEMBER RIGHTS

No unit member who has completed his/her six (6) month probationary period will be disciplined, reprimanded, reduced in rank or compensation, not reappointed or deprived of any professional advantage without just cause.

A unit member shall have the right to have an Association representative at any meeting with an administrator(s) related to investigations, discipline, or evaluations when related to an improvement plan.

In the event of a final discharge, because of cut-backs, lay-off, or any other circumstance of no fault of the employee, said employee shall receive a one (1) month notice.

ARTICLE XXIV

WORKER'S COMPENSATION BENEFITS

A unit member injured while on the job, necessitating lost time and medical expense, shall receive their current salary within the limit of accumulated days of sick leave. When covered by Workmen's Compensation a unit member may elect to receive sick leave payments to the extent permitted by MGL 152, S.69, whereby such payments will be charged against accumulated sick leave, and the amount, when added to Workers' Compensation benefits, shall not exceed his/her full salary wages. After a unit member's sick leave days have been exhausted, the unit member will retain the Worker's Compensation benefits only.

ARTICLE XXV

TUITION REIMBURSEMENT

Unit members who wish to take job-related courses may be reimbursed up to seven hundred (\$700) per year (not to exceed twenty-one hundred dollars (\$2,100) for the life of the contract) with the prior approval of their immediate supervisor and Superintendent-Director.

ARTICLE XXVI

TRAVEL EXPENSES

Unit members traveling on district business shall be reimbursed per mile at the rate established by the Federal government and other approved expenses. All such expenditures shall be approved in advance by the Superintendent-Director.

ARTICLE XXVII

WORKING OUT OF CLASSIFICATION

A unit member who is temporarily assigned to a higher classification (excluding vacation coverage) for more than three (3) consecutive work days shall receive the rate of pay of the higher classification retroactive to the first day of assignment.

ARTICLE XXVIII

PERSONNEL RECORDS

Each unit member shall have the right, upon written request, to examine and copy any and all material, including any and all evaluations, contained in any personnel records concerning such unit members. Whenever any material, including evaluation, is inserted into the personnel file or records of a unit member, such unit member shall be promptly notified and given a copy of such material.

The Union or any unit member may challenge the accuracy or propriety of a personnel evaluation by filing a written statement of the challenge in the personnel file.

A unit member may file a grievance based on a personnel evaluation which results in a negative action. Upon a determination at any step of the grievance procedure that such material is either inaccurate or improperly placed in such employee's personnel records, a copy of such determination shall be placed in the personnel file along with such evaluation.

An employer shall notify a unit member within 10 days of the employer placing in the unit member's personnel record any information to the extent that the information is, has been used or may be used, to negatively affect the employee's qualifications for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to disciplinary action.

ARTICLE XXIX

EVALUATION

1. The parties agree upon a new evaluation process and instrument attached herein as APPENDIX B which will be used to assess the members of this unit beginning no later than July 1, 2022.
2. The primary purpose of evaluation shall be to help the unit member improve their performance. Evaluation of unit members shall occur on a yearly basis. All observations that contain matters that require improvement on the part of the unit member shall be reduced to writing and provided to the unit member within five (5) work days. The final evaluation is to be reduced to writing. The unit member shall receive their written evaluation no later than June 30th for the performance period beginning on the previous July 1st through June 30th. The employee will acknowledge having had the opportunity to review any such evaluation reported by affixing his/her signature. Such unit member signature does not indicate agreement with the contents thereof.
3. A unit member may respond within five (5) work days of receipt to any part of an observation or their final evaluation in which case the response shall be attached to the file copy of the document.
4. Given the nature of the work, observation of a unit member will be conducted on an ongoing basis throughout the year. All monitoring or observation of the unit member shall be conducted openly. The use of eavesdropping, closed-circuit television, public address or audio systems and/or similar surveillance devices shall be strictly prohibited.
5. The parties to this Agreement recognize that in the interest of better work performance, those with responsibility for evaluating unit members have a continuing responsibility to provide the unit member with suggestions for improvement and identify any areas of concern in order that the unit member be able to address areas of concern in their performance.
6. The parties agree that the immediate supervisor or the Assistant Superintendent/Principal shall observe the unit member, evaluate the unit member and write the final evaluation of the member of the bargaining unit.
7. A unit member's observation resulting in a concern on the part of the Evaluator shall be followed by a personal conference between the unit member and their Evaluator for purposes of explaining and clarifying the written observation report, together with outlining any needs for improvement. The conference shall be held within five (5) school days after the unit member receives the observation report. The evaluator will follow up with a written recap and expectations emanating from the conference discussion. The evaluator shall provide a written progress review no sooner than thirty (30) school days after the conference.

8. When a unit member has a rating of “Proficient” in 50% or more of the categories within a Performance Area in their Evaluation, then the Overall Performance Area Rating shall be “Proficient”. A unit member with an overall rating of “Proficient” may request a meeting with their Evaluator but is under no obligation to do so. The Evaluator may request a meeting during the process of a yearly evaluation cycle as a result of noting a concern on the Observation Form that needs to be addressed and which, if remedied, will result in a higher rating in that area on the final evaluation.
9. When a unit member has a rating of “Proficient” in less than 50% of the categories within a Performance Area in their Evaluation, then the Overall Performance Area Rating shall be “Satisfactory”. A unit member with an overall rating of “Satisfactory” may request a meeting with their Evaluator in the interest of maintaining an overall rating of “Satisfactory” and/or reaching an overall rating of “Proficient,” but failure to do so will not reflect on any future overall performance rating. The Evaluator may request a meeting during the process of a yearly evaluation cycle as a result of noting a concern on the Observation Form that needs to be addressed and which, if remedied, will result in a higher rating in that area on the final evaluation.
10. When a unit member has a rating of “Needs Improvement” for 50% or more of the categories within a Performance Area, the Evaluator, in consultation with the Superintendent-Director, shall place the unit member on an improvement plan. The unit member has the right to have an Association Representative attend any meeting called to discuss evaluations when related to an Improvement Plan.
11. The Evaluator will confer with the unit member whose service has been rated “Needs Improvement” in order to develop an improvement plan for the specific standards within the Performance Areas that shall be approved by the Superintendent-Director. The improvement plan must contain specific, observable, measurable behaviors, which the unit member shall demonstrate in order to meet the performance standards in the area(s) of concern identified by the rating of “Needs Improvement” on the formal evaluation report.

The School shall pay reasonable expenses associated with tuition or materials necessary for the implementation of an approved Improvement Plan. If at the end of the first year under the Improvement Plan, the unit member has not sufficiently improved in the previously identified area(s) of concern, the Improvement Plan will be reviewed by the Superintendent-Director, the Evaluator, and the unit member. Amendments to the Improvement Plan will be subject to the approval of the Superintendent.

At the conclusion of the second year under an Improvement Plan, any unit member who fails to improve his/her performance in previously identified area(s) of concern as indicated by a (P) “Proficient” or (S) “Satisfactory” rating on the formal evaluation report(s) completed after the Improvement Plan has been implemented shall have his/her employment status reviewed by the Superintendent-Director. The Superintendent-Director will determine through this review process whether there was a failure on the part of the unit member to satisfy the evaluation performance standards.

Any personnel action taken under the authority of this paragraph will be subject to the provisions of Massachusetts General Law.

Any unit member who fails to improve after two (2) consecutive years on an improvement plan may be terminated. Any discipline under this provision will be subject to the grievance procedure.

ARTICLE XXX

MISCELLANEOUS

Fifty-two week unit members are paid on alternating Fridays, twenty-six (26) times a year. Forty-four week unit members are paid in full by June 30th and may request that their vacation day pay cover the cost of medical and dental premiums due between the subsequent July 1st through September 1st only if they have enough accrued vacation time to cover this time period. Each check covers work for the calendar period of two (2) weeks, ending at 4:00 p.m. on the preceding Friday. When the office is closed on Friday, payment will be made on the last regular work day of that week. An itemized pay statement will be enclosed in the pay envelope, explaining any additions and/or deletions.

Each unit member shall receive a status report of any sick, vacation, and personal time used and/or accumulated. Such report shall be distributed annually to all unit members in January.

Every new unit member and all presently employed unit members will receive a copy of the contract from Union President.

ARTICLE XXXI

LONGEVITY AND OTHER BENEFITS

Greater Lowell Education Support Staff shall receive as compensation the following renumeration for service in the Lowell Trade and Vocational School and/or the Greater Lowell Technical High School.

\$ 700.00 total longevity – 16th through 19th years of service.

\$1400.00 total longevity – 20th through 24th years of service.

\$2000.00 total longevity – 25 or more years of service.

The effective date for commencing longevity pay for Greater Lowell Education Support Staff will be July 1st of the 16 year of employment according to his/her seniority date. (i.e. if employees anniversary date of hire between July 01, 1975 to December 30th, 1975, longevity will be paid on July 01, 1991. If the employee's anniversary date of hire falls between January 01, 1976 and June 30, 1976, longevity would be paid on July 01, 1992.)

\$1,000 dollar bonus will be paid to a unit member who retires during the length of the contract in recognition of professional service. This is only valid for this contract and will be reevaluated for sustainability during negotiations for the successor contract.

ARTICLE XXXII

MANAGEMENT RIGHTS

It is recognized that the School Committee has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the Greater Lowell Technical School District in all its aspects. Their rights, responsibilities, and prerogatives are not subject to delegation in whole or in part except that the same shall not be exercised in a matter inconsistent with or in violation of any of the specific terms and provisions of this contract.

ARTICLE XXXIII

SAVINGS CLAUSE

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law; but the remaining articles, sections, and clauses, shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted articles, sections or clauses.

ARTICLE XXXIV

STAFFING BY DEPARTMENT

A. Staffing by Department (12 month positions)

<u>DEPARTMENT</u>	<u>POSITIONS</u>
<u>Director of Practical Nurse & Continuing Education Programs</u>	1 Administrative Secretary
<u>Director of Technology, Enrollment and Information</u>	1 Computer/Technology Technician 1 Administrative Secretary
<u>Director of Curriculum, Instruction & Assessment</u>	1 General Secretary
<u>Director of Guidance & Counseling Services</u>	1 Administrative Secretary
<u>Director of Media Services & Professional Development</u>	1 Administrative Secretary 1 Library Technician 1 Technical Media Aide
<u>Director of Plant Services</u>	1 Administrative Secretary
<u>Director of Special Education</u>	1 Administrative Secretary 1 General Secretary
<u>Title I Facilitator</u>	1 Administrative Secretary
<u>School Business Administrator</u>	1 Senior Accounting Clerk 1 Senior Accounting/Payroll Clerk 1 General Secretary
<u>Construction Technology Cluster Chairperson</u>	
<u>ELE/ELA/Social Studies Cluster Chairperson</u>	1 Administrative Secretary
<u>Personal Services Cluster Chairperson</u>	1 General Secretary
<u>Transportation & Mfg. Cluster Chairperson</u>	1 General Secretary
<u>Main Office</u>	1 Administrative Secretary
<u>Director of Cooperative Education</u>	1 Administrative Secretary

B. Staffing by Department (10 month positions)

<u>Main Office</u>	1 Attendance Monitor
<u>Director of Media Services & Professional Development</u>	1 Library Media Aide (10 mos.)
<u>Math/Science Cluster Chairperson</u>	1 General Secretary (.5)
<u>Technology Cluster Chairperson</u>	1 General Secretary (.5)

ARTICLE XXXV

JOB DESCRIPTIONS

Every employee will be given a job description from the first day of employment.
No job description will have duties added or deleted unless the union meets with administration.
The union and administration would have to bargain any additions or deletions.

ARTICLE XXXVI

DURATION OF CONTRACT

This contract shall be in effect from July 1, 2024 and continue in effect until midnight on June 30, 2027.

The parties to this Agreement shall open negotiations for a new agreement no later than November 1st prior to the termination of said contract.

The parties further agree that such negotiations may be opened sooner by mutual agreement of the parties.

This agreement entered into this 20th day of June, 2024.

FOR THE GREATER LOWELL REGIONAL SCHOOL COMMITTEE:

Matthew J. Sheehan, Chairperson Matthew J. Sheehan

Paul E. Morin, Vice-Chairperson Paul E. Morin

Curtis J. LeMay, Secretary Curtis J. LeMay

Fred W. Bahou Fred W. Bahou

Lee Gitschier Lee Gitschier

Ralph Hogan Ralph Hogan

Steven A. Nocco _____

Raymond Kelly Richardson Raymond Kelly Richardson

FOR THE GREATER LOWELL EDUCATIONAL SUPPORT STAFF PERSONNEL:

McCarthy, Christine Christine McCarthy

Aponte, Jackie Jacqueline Pagan Aponte

Bergeron, Michele Michele Bergeron

APPENDIX A
SALARY SCHEDULES

July 1, 2024 – June 30, 2025 4%
 July 1, 2025 – June 30, 2026 4%
 July 1, 2026 – June 30, 2027 4%

July 1, 2024 - June 30, 2025											
Cat.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
III	\$ 866.00	\$ 894.00	\$ 925.00	\$ 953.00	\$ 984.00	\$1,043.00	\$1,068.00	\$1,093.00	\$1,119.00	\$1,185.00	\$1,197.00
IV	\$ 950.00	\$ 979.00	\$1,009.00	\$1,036.00	\$1,066.00	\$1,127.00	\$1,152.00	\$1,178.00	\$1,202.00	\$1,268.00	\$1,281.00
V	\$1,061.00	\$1,088.00	\$1,117.00	\$1,147.00	\$1,175.00	\$1,237.00	\$1,262.00	\$1,286.00	\$1,310.00	\$1,380.00	\$1,394.00

July 1, 2025 - June 30, 2026											
Cat.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
III	\$ 901.00	\$ 930.00	\$ 962.00	\$ 991.00	\$1,023.00	\$1,085.00	\$1,111.00	\$1,137.00	\$1,164.00	\$1,232.00	\$1,244.00
IV	\$ 988.00	\$1,018.00	\$1,049.00	\$1,077.00	\$1,109.00	\$1,172.00	\$1,198.00	\$1,225.00	\$1,250.00	\$1,319.00	\$1,332.00
V	\$1,103.00	\$1,132.00	\$1,162.00	\$1,193.00	\$1,222.00	\$1,286.00	\$1,312.00	\$1,337.00	\$1,362.00	\$1,435.00	\$1,449.00

July 1, 2026 - June 30, 2027											
Cat.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
III	\$ 937.00	\$ 967.00	\$1,000.00	\$1,031.00	\$1,064.00	\$1,128.00	\$1,155.00	\$1,182.00	\$1,211.00	\$1,281.00	\$1,294.00
IV	\$1,028.00	\$1,059.00	\$1,091.00	\$1,120.00	\$1,153.00	\$1,219.00	\$1,246.00	\$1,274.00	\$1,300.00	\$1,372.00	\$1,386.00
V	\$1,147.00	\$1,177.00	\$1,208.00	\$1,241.00	\$1,271.00	\$1,337.00	\$1,364.00	\$1,390.00	\$1,416.00	\$1,492.00	\$1,507.00

APPENDIX B

EVALUATION DOCUMENTS

APPENDIX B – 1 / OBSERVATION FORM

To Be Used When the Evaluator Has Concerns;
May Also Be Used to Document Commendations

NAME: _____ WORK LOCATION: _____

EVALUATOR: _____ DATE OF OBSERVATION: _____

COMMENDATIONS:

CONCERNS:

(Any concerns noted during an observation must be written down and documented with specific examples.)

RESOURCES OFFERED BY EVALUATOR:

UNIT MEMBER SIGNATURE: _____ **DATE:** _____

Signature indicates receipt of this document and not agreement with its contents.

EVALUATOR SIGNATURE: _____ **DATE:** _____

The written observation must be provided to the unit member within five (5) school days of the observation.

The unit member will receive a copy of the observation for review and a signatory copy once s/he signs the document; the original will be placed in the unit member's personnel file.

Unit members have the opportunity to respond to this form in writing.

APPENDIX B – 2 / EVALUATION FORM

NAME: _____ WORK LOCATION: _____

EVALUATOR: _____ DATE OF EVALUATION: _____

INSTRUCTIONS:

This form is intended to record the evaluator's assessment of the above-named individual's job performance during the school year shown. The purposes of evaluation are to recognize the individual's performance and to improve less than satisfactory performance.

This form is to be completed and signed by the evaluator and provided to the unit member no later than June 30. The unit member will have the opportunity to meet with the evaluator.

The evaluator will check the box that best reflects his/her judgment of the unit member's job performance through the school year in each area.

STANDARDS:

Proficient: This rating is given to a unit member who demonstrates a thorough understanding of the standards, practices the standards continuously, and works independently without constant supervision. The unit member may be called on to collaborate with others on special projects or assignments.

Satisfactory: This rating is given to a unit member who demonstrates an understanding of the standards, practices the standards continuously, and completes all assignments and tasks satisfactorily and timely.

Needs Improvement: This rating is given to a unit member who demonstrates an emerging understanding of the standards, demonstrates partial knowledge of the standard's elements on a regular basis and/or demonstrates knowledge on an inconsistent basis, but still needs improvement and for whom continuing employment without improvement has become an area of concern.

PERFORMANCE AREA I	STANDARDS: LEVEL OF PERFORMANCE			
ADMINISTRATIVE ASSISTANT AND CLERICAL DUTIES	PROFICIENT	SATISFACTORY	NEEDS IMPROVEMENT	NOT APPLICABLE TO JOB DUTIES
<ul style="list-style-type: none"> • Proficient with computer applications including word processing, database, spreadsheet, Google Suite, and email 				
<ul style="list-style-type: none"> • Google classroom (Cluster/program /academically specific) 				
<ul style="list-style-type: none"> • Carry out routine office procedures with a minimum of direction 				
<ul style="list-style-type: none"> • Accurately prepare reports and correspondence in a timely and efficient manner 				
<ul style="list-style-type: none"> • Familiar with office machines...fax, copier, printer, mail machine, etc. 				
<ul style="list-style-type: none"> • Good organizational skills 				
<ul style="list-style-type: none"> • Ability to type 55-60+ words per minute accurately 				
<p><u>Comments:</u></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>				
<p><u>Overall Performance Area I Rating:</u></p>	<p> <input type="checkbox"/> Proficient <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement </p>			

PERFORMANCE AREA II	STANDARDS: LEVEL OF PERFORMANCE			
RECORDKEEPING / FINANCIAL DUTIES	PROFICIENT	SATISFACTORY	NEEDS IMPROVEMENT	NOT APPLICABLE TO JOB DUTIES
<ul style="list-style-type: none"> Maintains accurate and neat records which are kept in an orderly and systematic manner including specialty records that are Cluster/program or academically specific 				
<ul style="list-style-type: none"> Able to quickly and easily locate materials upon request 				
<ul style="list-style-type: none"> Runs an office which is understood by others in the case of absence 				
<ul style="list-style-type: none"> Inventories and requisitions office supplies as needed 				
<ul style="list-style-type: none"> Accurately records and reports absences 				
<ul style="list-style-type: none"> Maintains administrative computer with updated pupil information 				
<ul style="list-style-type: none"> Assists in compiling information for supplies necessary to support supervisor in preparing annual DRAFT budget in timely manner 				
<ul style="list-style-type: none"> Ability to enter annual budget requests, PO's and services needed into financial system 				
<ul style="list-style-type: none"> Ability to contact vendors to set up new accounts for quotes and to coordinate deliveries of ordered goods 				
<p><u>Comments:</u></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>				
<p>Overall Performance Area II Rating:</p>	<input type="checkbox"/> Proficient <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement			

PERFORMANCE AREA III	STANDARDS: LEVEL OF PERFORMANCE			
INTERPERSONAL COMMUNICATION	PROFICIENT	SATISFACTORY	NEEDS IMPROVEMENT	NOT APPLICABLE TO JOB DUTIES
<ul style="list-style-type: none"> • Relates positively to parents, teachers, students and other employees and members of the community 				
<ul style="list-style-type: none"> • Presents a positive, friendly and helpful image 				
<ul style="list-style-type: none"> • Handles reception and direction of office/ school visitors efficiently 				
<ul style="list-style-type: none"> • Answers inquiries with poise and professionalism 				
<ul style="list-style-type: none"> • Able to successfully resolve routine problems with staff, students and visitors skillfully and diplomatically and, when of concern, informs Administration of such encounters in writing 				
<ul style="list-style-type: none"> • Able to maintain amicable relations with all 				
<ul style="list-style-type: none"> • Keeps administrator and other appropriate parties informed in advance of meetings and activities 				
<p><u>Comments:</u></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>				
<p><u>Overall Performance Area III Rating:</u></p>	<input type="checkbox"/> Proficient <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement			

PERFORMANCE AREA VI	STANDARDS: LEVEL OF PERFORMANCE			
COMMUNICATION SKILLS	PROFICIENT	SATISFACTORY	NEEDS IMPROVEMENT	NOT APPLICABLE TO JOB DUTIES
• Written: Communicates clearly and concisely				
• Written: Demonstrates the ability to read and interpret documents				
• Written: Able to edit, rephrase, correct spelling and language efforts				
• Written: Able to produce a professionally written document				
• Oral: Possesses the ability to speak effectively and converse accurately with parents, students and staff				
• Oral: Effectively handles telephone messages				
• Oral: Relays messages and information in a coherent and timely fashion				
• Oral: Communicates in a professional and pleasant manner				
• Oral: Appropriately handles walk-ins and routes calls to appropriate parties				
• Oral: Encourages open and honest communication between/among staff and resolves problems and miscommunication in work relationships				
<u>Comments:</u> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>				
<u>Overall Performance Area VI Rating:</u>	<input type="checkbox"/> Proficient <input type="checkbox"/> Satisfactory <input type="checkbox"/> Needs Improvement			

COMMENTS BELOW MAY REQUIRE ADDITIONAL PAGE(S).

ADDITIONAL COMMENTS BY EVALUATOR:

UNIT MEMBER'S COMMENTS:

RECOMMENDATION FOR FUTURE ACTION, IF ANY:

UNIT MEMBER SIGNATURE: _____ **DATE:** _____

EVALUATOR SIGNATURE: _____ **DATE:** _____

- The unit member's signature indicates only receipt and review of this evaluation.
- The unit member will receive a copy of the evaluation for review and a signatory copy once s/he signs the document; the original will be placed in the unit member's personnel file.
- The unit member has the right to write a response to the evaluation; the response will be stapled to the evaluation.

APPENDIX C

GREATER LOWELL TECHNICAL HIGH SCHOOL ESSENTIAL FUNCTION ASSESSMENT

The results of this assessment are not the only deciding factor in the selection of the successful candidate. All of the applicant's professional experience, education references, as well as the Assessment are to be taken into consideration.

The Assessment is designed to measure the applicant's ability to use technology in a general office environment and perform typical essential functions such as typing, filing, mathematical calculations, composing a professional letter, attention to detail and proofreading.

The Assessment is designed to ensure fairness and consistency among all applicants.

Applicants will be performing a series of tasks for this assessment using knowledge of typing. Microsoft Word, Excel and/or Access, spelling, mathematics, proofreading and alpha/numeral order. The applicant is allowed a maximum of two and one-half (2.5) hours to complete the assessment. The applicant can complete the Assessment in any order. In order to ensure that the applicant complete the assessment within the given time, the applicant should begin with the tasks with which they are most familiar.

Using the Internet, cellphone or help features unless otherwise indicated in Part I of the Assessment is strictly prohibited.

Task Description

Part I	Typing/Keyboarding
Part II	Standard office mathematic calculations, alpha/numerical order, proofreading
Part III	Creating a Table in Word, Excel or Access
Part IV	Creating a professional correspondence using standard technology functions
Part V	Creating a budget spreadsheet using standard Excel functions
Part VI	<u>Completion of this part VI is required only if Spanish and/or Portuguese language proficiency is required by the position for which the applicant is applying.</u>

If the applicant completes this part, additional time is to be provided based on the complexity of the two (2) tasks listed below.

- 1. Translate a paragraph from English to Spanish or Portuguese.**
- 2. Translate a paragraph from Spanish or Portuguese to English.**

The results of this Assessment are good for one (1) calendar year from the assessment date for the purpose of moving from one secretarial position to another within their current category.

An internal applicant, however, may choose to re-take the Assessment instead of relying on the prior assessment.

A new assessment shall be required if:

- a unit member who currently holds a secretarial position chooses to apply for a non-secretarial position (library or business office) within the same category;
- a unit member who currently holds a non-secretarial position chooses to apply for a secretarial position within the same category;
- a unit member (holding a secretarial or non-secretarial position) chooses to apply for a position in another category.

APPENDIX D

SICK LEAVE BANK POLICY

**Greater Lowell Technical High School
School Committee Policy – Employee Sick Leave Bank
(Approved by School Committee November 20, 2014)**

It shall be the policy of the Greater Lowell Technical School District to administer the Sick Leave Employee Bank established by a vote of the School Committee on June 15, 1989 as follows:

A. Purpose of the Employee Sick Leave Bank

There shall be an Employee Sick Leave Bank, the purpose of which is to enable all eligible employees upon exhaustion of their individual sick leave, vacation days, compensatory days if any, and personal days, both annual and cumulative, to receive additional extended paid sick leave during prolonged illness, accident or other catastrophic incapacitation. It is recognized that the Employee Sick Leave Bank may be used for a prolonged illness or other disability or in a series of intermittent but prolonged disabilities in which the employee is not eligible to collect disability insurance benefits or Workers' Compensation insurance benefits. Prolonged illness, accident or other catastrophic incapacitation does not include short-term illnesses such as colds, routine medical or dental appointments, elective cosmetic surgery unrelated to a major illness or accident. Pregnancy and maternity are not covered unless serious complications arise during the pregnancy or delivery.

B. Sick Leave Bank Board

1. The Employee Sick Leave Bank shall be overseen by a four (4) member board/committee chaired by the Superintendent-Director or his/her designee and three (3) members of the Employee Sick Leave Bank as appointed by the Superintendent-Director. Such Board must reach majority approval for Sick Leave Bank days to be granted.
2. The Board shall govern all phases of the bank in coordination with the school's Business Office. All decisions of the Board are final, but those decisions may be appealed back to the Board for review or hearing.
3. The Board shall consider the following when making decisions:
 - i. The medical information submitted by the employee's physician.
 - ii. The medical information submitted by the district's physician if requested.
 - iii. Any other information deemed to be pertinent by the Board.
4. The Board will render a decision within ten (10) work days from receipt of request.
5. The Board may not grant paid sick leave days to members when the bank does not have available days.

6. All medical information and Board deliberations will be confidential.

C. Membership Eligibility - Contribution of Sick Days to Bank

1. Every full time employee, except for professional teaching staff and members of collective bargaining units that have sick leave bank, transfer, or other long term sick leave provisions, with a cumulative total of at least 30 sick days who wishes to be a member of the bank, will contribute two (2) days from his/her accumulated sick leave.
2. In order to remain a member of the Bank, additional contributions of one (1) day per member will be made when the Bank days fall below two hundred fifty (250) days or at the beginning of each school year if deemed needed by the Board.
3. If a member decides to cancel his/her membership in the Sick Leave Bank, any sick leave days contributed for the membership remain the property of the Sick Leave Bank. If a member cancels his/her membership, he or she will not be eligible for membership in the future.
4. No employee may donate lump sum sick leave days at termination or retirement from employment.
5. Eligibility is discontinued upon termination of employment, retirement or failure to donate a sick leave day as may be required or determined by the Board.

D. New Members Entering the Sick Leave Bank

The only time that an employee is eligible to join the Sick Leave Bank is during the months of July through September of the first fiscal year that the employee has an accumulated total of thirty (30) sick days by directing the Business Administrator in writing to deposit two (2) sick days in the Sick Leave Bank using the Membership Request Form. The Business Administrator will process the request to determine employee eligibility in accordance with School Committee policy. The School Business Administrator will notify the employee and Sick Leave Bank Board of the decision.

E. Using Sick Days from Sick Leave Bank

An Employee Sick Leave Bank member will be eligible to apply for Sick Leave Bank assistance under the following guidelines:

1. The member must complete the Employee Sick Leave Bank Application Form to request benefits and submit to the Board using the form.
2. In the event the member is incapacitated and unable to complete the Application, the Application may be submitted to the Board by the member's union representative or family member, if applicable.

3. The Application for benefits must be accompanied by the Sick Leave Bank - Certification of Physician or Practitioner form completed and signed by the member's attending physician.
4. A Sick Leave Bank member must deplete all of his/her accumulated sick leave, vacation leave, personal leave, and/or compensatory time.
5. A Sick Leave Bank member must not be receiving benefits under any disability, workers' compensation, or similar insurance policy.
6. If the member is approved for Sick Leave Bank benefits during any waiting or elimination period under a workers' compensation or disability insurance plan and is subsequently approved to receive benefits for workers' compensation or disability insurance, the member will immediately notify the Board and all Sick Leave Benefits will cease. Any days not used will be returned to the Bank.
7. An employee must not have a written record of disciplinary action for leave abuse or misuse of leave within the past (12) months.
8. There will be a waiting period of ten (10) work days between the depletion of sick days and the granting of Sick Leave days during which the Sick Leave Bank member will be payless.
9. As a condition of application, the member acknowledges that the Superintendent-Director may direct the member to be examined by the district's physician, who shall provide a report of his or her examination and findings to the Superintendent-Director prior to consideration by the Board of the employee's request for benefits.
10. Sick Leave Bank days will be granted for a period not to exceed twenty (20) work days per request. The maximum number of days that an employee can receive in succession or in any fiscal year is 120 days. The maximum number of days that an employee can receive over a three year time period is 180 days.
11. If these twenty (20) days are expended, more may be granted by the Board upon the petition of the member with additional medical statements to support the need for such time.
12. If a member of the bank does not use all of the days granted from the bank, the unused days will be returned to the Bank upon employee's return to work.

F. Abuse of Sick Leave Bank

1. Any member of the Sick Leave Bank who is drawing sick leave time for any type of illness or disability, and is found working another job outside the Greater Lowell Technical School District or receiving disability, workers' compensation or similar benefits will be

immediately terminated from participation in the Sick Leave Bank and be disallowed from drawing any more sick leave time from the Bank.

2. If the Sick Leave Bank Board finds that any participant in the program has knowingly given false information in any part of the application process, that employee will no longer be able to participate in the Sick Leave Bank.

NON CERTIFIED POSITIONS BY CATEGORY

CATEGORY III:

- Library Media Aide (10 months)

CATEGORY IV:

- Attendance Monitor
- General Secretary
- Library Technician
- Technical Media Aide

CATEGORY V:

- Administrative Secretary
- Computer/Telephone Technician
- Senior Accounting Clerk
- Senior Accounting/Payroll Clerk