

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**GREATER LOWELL TECHNICAL HIGH SCHOOL  
SCHOOL COMMITTEE**

**AND THE**

**GREATER LOWELL TECHNICAL HIGH SCHOOL  
ADMINISTRATORS ASSOCIATION**

**JULY 1, 2007 - JUNE 30, 2010**

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## **ARTICLE I - RECOGNITION**

For the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment, this agreement applies to the following professional personnel:

### **Until June 30, 2004:**

Dean of Discipline, Assistant Deans of Discipline, Post-Secondary Director, Director of Assessment Services, Director of Cooperative Education, Director of Title I/ESL, Director of Curriculum and Instruction, Director of Special Education, Director of Guidance, Director Information Systems, Director of Technical Studies, Director of Plant Services, and any other administrative positions that may be created during the term of this Agreement who are employed at the Greater Lowell Technical High School.

### **Effective July 1, 2004:**

Dean of Students/Director of Discipline & Attendance, Dean of Students/Director of Student Legal Affairs, Director of Adult Post Secondary Program & Health Cluster, Director of Assessment Services/Science & Information Technology, Director of Cooperative Education, Director of Title I/ESL, Director of Curriculum and Instruction, Director of Special Education, Director of Guidance, Director of Technical Studies, Director of Plant Services, and any other administrative positions that may be created during the term of this Agreement who are employed at the Greater Lowell Technical High School.

## **ARTICLE II - RIGHTS OF COMMITTEE**

The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. As elected representatives of the citizens of this District charged with the responsibility for the quality of education in, and the efficient and economical operation of the Greater Lowell Technical High School, it is acknowledged that the Committee has a final responsibility of establishing the educational policies of the Greater Lowell Technical High School.

Nothing in this agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth.

It is recognized that the Superintendent-Director 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 Regional Vocational Technical School District in all aspects. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of these general regulations.

### **ARTICLE III - GRIEVANCE AND ARBITRATION PROCEDURE**

- A. A grievance is defined as a dispute or disagreement between an Association member and the Committee or its agent that involves this agreement and the application, meaning, or interpretation of this agreement.
- B. In an effort to resolve disputes before initiation of a grievance, an informal discussion may be held between the grievant, with or without Association representation, and the Superintendent-Director. Should informal discussion not produce a solution, the grievance procedure shall be as follows:
  - 1. All grievances shall be in writing and all responses to the grievances shall be in writing.
  - 2. Class action grievances may be filed by the Association on behalf of the membership.
  - 3. Grievances shall require formal meetings or hearings at all levels. Grievances will not be handled by mail.
  - 4. Association members must process grievances with Association representation. All settlements of grievances shall be consistent with the terms of this agreement.
  - 5. A "day" under this Article shall be understood to mean work day.

- C. Level 1 - An Administrator must file a grievance within 10 days of its occurrence with the Assistant Superintendent. Within 10 days of filing, the Assistant Superintendent must meet with the Administrator and the Association representative and make his/her decision. The Assistant Superintendent then must send his/her written decision to the Association within 7 days of said meeting.
- D. Level 2 - If the grievance is not resolved at Level 1, the Association may appeal within 10 days of receipt of the Assistant Superintendent's decision to the Superintendent Director. The Superintendent Director must meet with the Association and make his/her decision within 30 days of its receipt of the grievance. The Superintendent Director must send his/her written decision to the Association within 7 days.
- E. Level 3 - If the grievance is not resolved at Level 2, the Association may appeal the Superintendent Director's decision to the Committee within 10 days of its receipt of the Superintendent Director's decision. The Committee must meet with the Association and make its decision within 30 days of its receipt of the grievance. The Committee must send its written decision to the Association within seven (7) days.
- F. Level 4 - If the grievance is not resolved at Level 2, the Association may appeal the Committee's decision to the American Arbitration Association within 10 days of its receipt of the Committee's decision. The Arbitrator's decision will be final and binding on all parties.

The Arbitrator's fee will be shared equally by both parties.

#### ARTICLE IV - DISCIPLINE

No member of the bargaining unit will be disciplined without just cause.

## ARTICLE V -- WORKING CONDITIONS

### Section I - Work Year - Work Day

- a) The work year for Association members shall be as follows:
- Until June 30, 2004**
- |   |          |
|---|----------|
| Asst. Dean of Discipline and Attendance | 194 days |
| Dean of Discipline and Attendance       | 208 days |
| Adult Post Secondary Director           | 210 days |
| Director of Assessment Services         | 215 days |
| Director of Cooperative Education       | 215 days |
| Director of Title I/ESL                 | 215 days |
| Director of Curriculum and Instruction  | 220 days |
| Director of Special Education           | 220 days |
| Director of Guidance                    | 220 days |
| Director of Information Systems         | 220 days |
| Director of Technical Studies           | 220 days |
| Director of Plant Services              | 220 days |
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**Effective July 1, 2004**

Dean of Students/Director of Discipline & Attendance	210 days
Dean of Students/Director of Student Legal Affairs	200 days
Director Adult Post Secondary Programs & Health Cluster	220 days
Director of Assessment Services/ Science & Information Technology	220 days
Director of Cooperative Education	215 days
Director of Title I/ESL	215 days
Director of Curriculum and Instruction	220 days
Director of Special Education	220 days
Director of Guidance	220 days
Director of Technical Studies	220 days
Director of Plant Services	220 days

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- b) The normal work day for the members of the Association shall be eight hours. The Superintendent Director may stagger the normal work day for Association members in order to ensure supervisory coverage for the school.

## Section II - Holidays

Administrators shall not be required to work on the following holidays:

Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving (Thursday & Friday)  
Christmas  
New Years Day  
Martin Luther King Day  
Washington's Birthday  
Patriots' Day  
Memorial Day

## Section III - Leaves of Absence with Pay

### a) Sick Leave

On July 1 of each year, Association members shall be awarded fifteen (15) days sick leave; provided, however, that in an Administrator's first and last year of employment s/he shall be awarded sick leave at the rate of 1.25 days per month. Unused sick leave will accumulate from year to year without limitation. Association members shall receive no later than October 1st of each year, a written notice which sets forth the amount of sick leave they have accumulated to that date. In recognition of regularity of professional services rendered and as an incentive to the continued regularity of such service, Association members who have served in the Greater Lowell Technical High School (and in the Lowell School System, for those superseded by the opening of the Regional District) for a minimum of twelve years, will upon resignation or retirement from the district be paid an amount as indicated in Section IX below.

### b) Childbearing 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.

**c) Bereavement Leave**

Full-time employees will be allowed leave with pay for up to three (3) consecutive workdays, any one (1) time, in the event of death in the immediate family. Immediate family is defined as follows: the employee's spouse; the child, parent, sibling, grandparent or grandchild of either the employee or the spouse thereof; the employee's son-in-law or daughter-in-law; and any person who was a member of the immediate household of the employee at the time of the death or commencement of the final illness or accident which led to his/her death.

In extenuating circumstances, the Superintendent-Director may grant other or longer funeral leave.

**d) Personal Leave**

Association members will be entitled to (3) days of personal leave for the purpose of religious, personal, legal, business, household, or family matters which require absence during school hours. Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in case of emergency). Reasons shall not be required other than that the day taken is taken under this provision. Nothing in this clause is intended to in any way abridge the rights and benefits provided for under the Massachusetts Small Necessities Act.

**e) Military Leave**

Any Association member who is absent because of participation in an ordered tour of military or reserve training duty, which shall not exceed ten (10) workdays, will receive a leave of absence with pay for the duration of such a tour. Such payment when combined with the service pay shall not exceed said member's regular pay.

**g) Jury Duty**

Any Association member who is absent because of jury duty will receive a leave of absence with pay for the duration of such duty. Such payment when combined with jury duty pay shall not exceed said association member's regular pay.

#### Section IV - Leaves of Absence Without Pay

- a) Association members employed by the Committee who are on leave to serve in the Military Service or in the Mass. Teacher Corps, as an exchange teacher or in the Peace Corps, Job Corps or VISTA will upon separation from such service under honorable conditions be allowed upon their return to the Greater Lowell Technical High School System full credit on the salary schedule for such service up to a maximum of three years; and upon such return will be offered a position as reasonably comparable to the one occupied at the beginning of said aforesaid leave as is available.
- b) Other leaves of absence without pay may be granted by the Superintendent-Director.
- c) All requests for leaves, extensions, or renewals of leaves will be made and responded to in writing.
- d) At the conclusion of any leave provided for in the Article, the Association member(s) involved will be returned to the same position or one reasonably comparable to the one held if available he/she held prior to the commencement of said leave together with all the benefits and seniority accrued up to the beginning of leaves of absence without pay.
- e) Except where the rights provided for herein are greater, the parties recognize and hereby incorporate by reference the provisions of the so called Family Medical Leave Act

#### Section V - Protection

Association members shall be covered by Workers' Compensation pursuant to Massachusetts General Laws, Chapter 152.

## Section VI - Professional Development

- a) The Committee agrees to pay reasonable expenses (including meals, lodging, and/or transportation and fees), incurred by Association members who attend workshops, seminars, conferences, or other professional improvement sessions with the approval of the Superintendent-Director.
- b) Evidence of successful course completion and expense receipts must be submitted prior to reimbursement.
- c) An Association member who is required to complete Professional Improvement Requirements shall be reimbursed in the amount not to exceed \$1,500 for the duration of this contract.

## Section VII - Insurance

- a) Group Insurance Benefits
  - 1. The Committee agrees to pay 80% of an Indemnity Plan or 85% of 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 consistent with the policy(s) offered other District employees.
  - 2. The Committee agrees to pay 75% of a Dental Plan offered by Delta Dental which will provide 100% coverage on diagnostic and preventative services (Type 1) and 80% coverage on restorative and other basic services (Type 2), and 50% on major restorative prosthodontic (Type 3). Deductibles will apply to Type 2 and Type 3 services.
  - 3. In the event that the District reaches agreement with the other groups of employees to change the benefits under the above paragraphs 1 and/or 2 during the life of this agreement, the Association agrees to re-open negotiations for the sole purpose of agreeing to the application of the change in benefits to the administrator bargaining unit.

b) The Committee agrees to provide term life insurance coverage in the amount of twenty thousand dollars (\$20,000) for each member of the Association.

c) Long-Term Disability

The Committee agrees to make provision for payroll deductions for payment of the premiums for the Long-Term Disability plan. One hundred percent (100%) of such premiums shall be paid by the employee.

**Section VIII - Payroll Deduction / Union Dues/Agency Service Fee/ Check-Off**

a) The Committee agrees to deduct Association dues or agency service fees from the salary of each Association member who has on file with the Committee a dues deduction check-off or agency service fee deduction authorization card. The Committee shall promptly transfer all deducted dues and agency service fees to the Treasurer of the Association on a monthly basis.

b) The Committee agrees to deduct from the salaries of Association members monies for tax sheltered annuities as provided for under the General Laws of the Commonwealth.

Section IX - Longevity

- a) Association members shall receive as compensation the following remuneration for service in Lowell Trade and Vocational School and/or the Greater Lowell Technical High School.

16th thru 19th years of service	\$ 700 total longevity payment
20th thru 24th years of service	\$1400 total longevity payment
25th or more years of service	\$2000 total longevity payment

New employees hired after the date of execution of this agreement shall not receive the foregoing longevity benefit. "New employee" shall be understood for the purposes of Section IX to mean an employee new to the District.

- b) In recognition of regularity of professional service rendered and as an incentive to the continued regularity of such service, Association members who have served in the Greater Lowell Technical High School District for a minimum of 12 years and who have attained the age of 55 will upon resignation or retirement from the district be paid 25% of their unused sick leave accumulation at the per diem value of the days as of the effective date of their resignation or retirement. New employees shall receive the foregoing benefit, except that the number of days available for buy-back shall be limited to 100 and the District shall pay 20% per diem. The per diem payments made under this section shall be based on a percentage derived from the ratio of 220 days to 243 days, 220 days being the longest actual work year in the bargaining unit. ( $220 \div 243 = 90.53\%$ ) Each bargaining unit employee who is eligible to receive sick leave buy back pay will receive 90.53% of the per diem amount that is derived by dividing his/her annual base salary by his/her actual work year (see Article V, Section 1 above).

Section X - Salary

The salaries for all bargaining unit positions, which are set forth in detail in Appendix A, shall be as follows:

- (i) Effective July 1, 2007, a three percent (3%) raise shall be paid across the board to all bargaining unit positions.
- (ii) Effective July 1, 2008, a three percent (3%) raise shall be paid across the board to all bargaining unit positions.
- (iii) Effective July 1, 2009, a three percent (3%) raise shall be paid across the board to all bargaining unit positions.

**ARTICLE VI- JOB DESCRIPTIONS**

The Committee and the Association hereby agree on the job descriptions for all bargaining unit positions, which are attached hereto as Appendix B.

**ARTICLE VII - DURATION**

Except as expressly provided in another term of this agreement, the terms of this agreement shall be in force and effect from July 1, 2007 to and including June 30, 2010 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other. All portions of this Agreement shall remain in effect until said changes or revisions have been agreed upon.

Signed the 7th day of June, 2007.

**FOR THE GREATER LOWELL TECHNICAL HIGH SCHOOL  
ADMINISTRATORS ASSOCIATION:**

Joseph P. Foster  
Mark S. Bynne  
Nancy M. Huntington

DATE: 6-8, 07

**FOR THE GREATER LOWELL TECHNICAL HIGH SCHOOL  
SCHOOL COMMITTEE:**

[Signature]  
[Signature]  
Herbert Duran  
[Signature]  
Mill Perry

Date

[Signature]  
Joyce W. O'Neil  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX A

SALARY SCHEDULES

Salary Scale Administration Association Members  
July 1 2007 to June 30, 2008

The base salary schedule for Administrative Association Members is as follows:

	Step I	Step II	Step III	Step IV	Step V
A. Director of Curriculum and Instruction, Director of Technical Studies, Director of Special Education, Director of Guidance, 220 work days;					
7/01/07 to	\$89,077	\$92,514	\$95,946	\$99,586	\$102,096
6/30/08	3% increase				
B. Director of Plant Services, 220 work days;					
7/01/07 to	\$84,130	\$87,376	\$90,617	\$94,054	\$96,426
6/30/08	3% increase				
C. Director Title I/ESL/Department Chair, Director of Post Secondary Programs/Department Chair, Director of Assessment/Department Chair, 220 work days;					
7/01/07 to	\$82,915	\$86,114	\$89,308	\$92,697	\$95,033
6/30/08	3% increase				
D. Director of Discipline/Director of Discipline and Attendance, 210 work days;					
7/01/07 to	\$79,146	\$82,199	\$85,249	\$88,482	\$90,713
6/30/08	3% increase				
E. Director of Discipline/Director of Student Legal Affairs, 200 work days;					
7/01/07 to	\$75,377	\$78,285	\$81,190	\$84,269	\$86,393
6/30/08	3% increase				
F. Director of Cooperative Education, 215 work days;					
7/01/07 to	\$73,189	\$76,013	\$78,832	\$81,823	\$83,885
6/30/08	3% increase				

Salary Scale Administration Association Members  
July 1 2008 to June 30, 2009

The base salary schedule for Administrative Association Members is as follows:

	Step I	Step II	Step III	Step IV	Step V
A. Director of Curriculum and Instruction, Director of Technical Studies, Director of Special Education, Director of Guidance, 220 work days;					
7/01/08 to	\$91,749	\$95,289	\$98,824	\$102,574	\$105,159
6/30/09	3% increase				
B. Director of Plant Services, 220 work days;					
7/01/08 to	\$86,654	\$89,997	\$93,336	\$96,876	\$99,319
6/30/09	3% increase				
C. Director Title I/ESL/Department Chair, Director of Post Secondary Programs/Department Chair, Director of Assessment/Department Chair, 220 work days;					
7/01/08 to	\$85,402	\$88,697	\$91,987	\$95,478	\$97,884
6/30/09	3% increase				
D. Director of Discipline/Director of Discipline and Attendance, 210 work days;					
7/01/08 to	\$81,520	\$84,665	\$87,806	\$91,136	\$93,434
6/30/09	3% increase				
E. Director of Discipline/Director of Student Legal Affairs, 200 work days;					
7/01/08 to	\$77,638	\$80,634	\$83,626	\$86,797	\$88,985
6/30/09	3% increase				
F. Director of Cooperative Education, 215 work days;					
7/01/08 to	\$75,385	\$78,293	\$81,197	\$84,278	\$86,402
6/30/09	3% increase				

Salary Scale Administration Association Members  
July 1 2009 to June 30, 2010

The base salary schedule for Administrative Association Members is as follows:

	Step I	Step II	Step III	Step IV	Step V
A. Director of Curriculum and Instruction, Director of Technical Studies, Director of Special Education, Director of Guidance, 220 work days;					
7/01/09 to	\$94,501	\$98,148	\$101,789	\$105,651	\$108,314
6/30/10	3% increase				
B. Director of Plant Services, 220 work days;					
7/01/09 to	\$89,254	\$92,697	\$96,136	\$99,782	\$102,299
6/30/10	3% increase				
C. Director Title I/ESL/Department Chair, Director of Post Secondary Programs/Department Chair, Director of Assessment/Department Chair, 220 work days;					
7/01/09 to	\$87,964	\$91,358	\$94,747	\$98,342	\$100,821
6/30/10	3% increase				
D. Director of Discipline/Director of Discipline and Attendance, 210 work days;					
7/01/09 to	\$83,966	\$87,205	\$90,440	\$93,870	\$96,237
6/30/10	3% increase				
E. Director of Discipline/Director of Student Legal Affairs, 200 work days;					
7/01/09 to	\$79,967	\$83,053	\$86,135	\$89,401	\$91,655
6/30/10	3% increase				
F. Director of Cooperative Education, 215 work days;					
7/01/09 to	\$77,647	\$80,642	\$83,633	\$86,806	\$88,994
6/30/10	3% increase				