

**AGREEMENT BETWEEN
TOWN OF DEDHAM SCHOOL COMMITTEE
AND
DEDHAM EDUCATION ASSOCIATION
UNIT B
ADMINISTRATORS
September 1, 2015 to August 31, 2017**

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ARTICLE I-RECOGNITION

- 1.1. For purposes of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising hereunder, the Town of Dedham School Committee (hereinafter the "School Committee" or "Committee") recognizes the Dedham Education Association (hereinafter the "Association") as the exclusive bargaining agent and representative of all employees in Unit B hereinafter described.
- 1.2. Compensation for all employees covered by this Agreement shall be in accordance with Appendix A, which is attached hereto and made a part of this Agreement.
- 1.3. Unit B shall consist of the following:
 - Director of Athletics
 - Director of Fine Arts
 - Director of Guidance
 - Director of Health and Wellness
 - Director of Special Education-Elementary
 - Director of Special Education-Secondary
 - Director of Special Education – Out of District
 - Director of Technology
 - High School Assistant Principals
 - Middle School Assistant Principal

ARTICLE II-GRIEVANCE PROCEDURE

- 2.1. A grievance is defined to be a question, problem or disagreement which arises concerning (1) the interpretation or application of any provision of this Agreement with respect to alleged violation of any provision of this Agreement.
- 2.2. The purpose of this section is to establish procedures for the discussion of grievances. The purpose of this procedure is to produce prompt and equitable solutions to any grievance which from time to time may arise and affect conditions of employment.
- 2.3. The School Committee and Unit B desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.
- 2.4. Any question, problem or disagreement may be discussed at any time, on an informal basis, between any individual, on behalf of him- self/herself or others, and his/her immediate supervisor or other representative of management, without such informal discussion being considered a part of the grievance procedure herein set forth.
- 2.5. The formal grievance procedures of this Agreement shall be governed by the following procedures:

LEVEL ONE. A grievance shall be initiated by the aggrieved member of Unit B within ten (10) school days next following the occurrence of said grievance, or the date of first knowledge of its occurrence by any employee affected by it. Such grievance shall be in writing, signed by the grievant, and delivered to the Superintendent of Schools. The grievant may be accompanied by a representative of the Association to deliver the grievance.

Within ten (10) school days after receipt of the grievance the Superintendent shall meet with the grievant in an effort to settle the grievance. The Superintendent shall within ten (10) school days, after the aforementioned meeting notifies the employee or employees involved and the Association, in writing, of his/her decision in regard to the grievance.

LEVEL TWO. If the grievant is not satisfied with the decision of the Superintendent, or if the Superintendent has failed to notify the employee of his/her decision as specified in Level One hereof, the employee may within ten (10) school days, present the grievance in writing to the School Committee.

The School Committee, or its authorized designee, shall meet with the employee or employees, in an effort to settle the grievance. Within thirty (30) days the Committee will notify the employee or employees involved and the Association in writing of its decision in regard to the grievance.

LEVEL THREE. Following the Committee decision, the Association may within ten (10) school days after such decision initiate arbitration of such grievance under the rules then applicable of the American Arbitration Association.

The Arbitrator shall be without power to modify, alter, add to or subtract from the provisions of this Agreement.

The decision of the Arbitrator on the merits as aforesaid shall be final and binding on all parties.

The fees of the American Arbitration Association, the fees of the Arbitrator, the expenses of the Arbitrator, and the cost of the hearing shall be shared equally by the parties, but each party shall bear its own expenses for the presentation of its case.

- 2.6. Any individual involved in any level of this grievance procedure below arbitration may be represented by the Association or other personal representative of his/her own choosing, but Unit B shall have the right to be present and heard at each level of the procedure under which the grievance shall be considered.
- 2.7. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Dedham for any employee involved in presenting such grievance.
- 2.8. The School Department will have the right to place and retain in the personnel file of any person material derogatory to such person's conduct, service, character or personality provided that if a grievance concerning such material is sustained at any level, such material and any reference thereto shall be removed from such personnel file. No material derogatory to a person's conduct, service, character or personality will be placed in his/her personnel file unless the person has had an opportunity to review the material.
- 2.9. No reprisals of any kind will be taken by the School Committee or the school administration against any employee because of his/her participation in this grievance procedure.
- 2.10. The School Committee and the administration will cooperate with the grievant and the Association in their investigation of any grievance, and, further, will furnish the grievant and the Association or either of them who shall so request, with such information as is reasonably requested for the processing of any grievance.
- 2.11. Failure to comply with any of the time limits specified in Section 2.5. shall constitute a waiver of the grievance by the employee.

ARTICLE III-USE OF SCHOOL FACILITIES

- 3.1. The Association will have the right to use school buildings without rental fees at reasonable times for meetings, provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings. The Superintendent will be notified in advance of the time and place of all such meetings. The Association will be required to complete the usual forms and to abide by the then existing regulations for the use of school property.
- 3.2. There will be a bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other Association materials. Copies of each circulation will be given to the Superintendent, but his/her advance notice will not be required. The Association agrees that it will not post any material that is derogatory to the administration, the Committee or any member thereof, or the Dedham School System.
- 3.3. No employee will be prevented from or required to wear pins or other identification of membership in the Association or any other professional organization.

ARTICLE IV-PROTECTION

- 4.1. Employees will immediately report all cases of assault suffered by them, inflicted by them, or to which they are a witness in connection with their employment to the Superintendent in writing.
- 4.2. This report will be forwarded to the Committee which will comply with any reasonable request from the employee for information in its possession relating to the incident or the person involved, and will act in appropriate ways as liaison between the employee, the police, and the courts.
- 4.3. Whenever it is alleged that an employee has assaulted or injured a person, or that a person has injured or assaulted an employee, the Superintendent shall cooperate with the employee in the investigation of the incident.
- 4.4. It is the intention of the parties that any employee will be indemnified in accordance with the provision of Chapter 512 of the Acts of 1978, General Laws, for expenses and damages sustained by him/her in those situations contemplated by that section, provided that such employee is not guilty of misconduct or criminal acts or disobedience of School Department rules, in the circumstances giving rise to the claims or charges against him/her.

ARTICLE V-INSURANCE AND ANNUITY

- 5.1. Fifty (50) percent of the cost of the following types of insurance coverage will be paid for each employee.
 - (a) A \$2,000 term life insurance plan of the type presently available to employees.
 - (b) Individual or family coverage, whichever applies in the particular case, for health insurance of the type presently available to employees.
- 5.2. HMO Contributions
 - (a) Effective July 1, 2005, the employee's share of the premium contribution for the HMO medical insurance coverage will increase from 10% to 13%.
 - (b) Effective July 1, 2006, the employee's share of the premium contribution for the HMO medical insurance coverage will increase from 13% to 16%.
 - (c) Effective July 1, 2007, the employee's share of the premium contribution for the HMO medical insurance coverage will increase from 16% to 20%.
 - (d) Employees who begin their employment on or after July 1, 2006 will pay 20% of the premium contribution for the HMO medical insurance coverage.
- 5.3. If mechanically feasible, employees will be eligible to participate in a tax sheltered Annuity Plan established pursuant to United States Public Law Number 87-370.
- 5.4. Any employee .5 FTE or above is entitled to Article V.

ARTICLE VI-WORK YEAR

- 6.1. The work year for employees covered by this Agreement will be fifty-two (52) weeks except as otherwise expressly provided. Those employees with less than three(3) years of continuous service shall be entitled to five (5) weeks (25 days) vacation per year and employees with over three (3) years shall be entitled to six(6) weeks (30 days) vacation per year. Vacation time-off will be allowed when school is not in session. Three (3) days approved vacation may be taken when school is in session and coverage is arranged. Of the employees covered under this section, no employee may take more than four (4) weeks (20 days) vacation during the summer break without the approval of the Superintendent. Any part-time employee is entitled to a percentage of vacation days based on percentage of FTE. Any part-time employee is entitled to a percentage of vacation days based on their percentage of FTE.
- 6.2. The work year for the Director of Athletics shall be the regular teacher year; and twelve (12) consecutive work days immediately prior to the opening of school, and ten (10) additional days when school is not in session when his/her presence is required at athletic events and emergencies.

- 6.3. The work year for the Director of Art and Music, K-12, shall be the regular teacher year; ten (10) consecutive work days immediately prior to the opening of school; five (5) consecutive work days immediately after the close of school; five (5) additional work days when school is not in session; weekends, evenings and holidays when his/her presence is required at school sponsored art and music events; and emergencies.
- 6.4. The work year for the Director of Guidance shall be the regular teacher year; seven (7) consecutive work days immediately prior to the opening of school; ten (10) consecutive work days immediately after the close of school; six (6) additional work days when school is not in session (e.g., school year and/or summer vacations); weekends and evenings when his/her presence is required at guidance related activities and emergencies.
- 6.5. The work year for the Director of Technology shall be 202 (two hundred two) days.
- 6.6. The work year for the Director of Health and Wellness shall be the regular teacher year, and five (5) consecutive work days immediately prior to the opening of school; five (5) consecutive work days immediately after the close of school; three (3) additional work days when school is not in session; weekends and evenings when his/her presence is required at related activities and emergencies.
- 6.7. The Director of Special Education – Out of District is a .7 FTE.

ARTICLE VII-BENEFITS

- 7.1. Except as expressly otherwise provided herein, the Committee will continue its present practices with respect to holidays and paid and unpaid leaves of absence and other benefits.

ARTICLE VIII- LEAVE

- 8.1. Employees will be entitled to annual sick leave as follows:

First Year	10 days
Second and Third year	12 days
Tenure years on	15 days as of the first official day of the school year.

 Sick leave may be accumulated to a maximum of 315 days.
- 8.2. Sick leave shall be deemed to include necessary absence on account of illness or injury of the employee or his/her exposure to contagious disease. No more than three days at any one time may be used for the illness of one other than the employee himself/herself except with the approval of the Superintendent. This is not an annual leave which is due any employee.
- 8.3. The Superintendent of Schools may require evidence in the form of a physician's certificate as to the necessity for sick leave absence. The School Department may require an examination by a physician of its choosing in cases of habitual absenteeism. The Committee will pay for such examination.
- 8.4. The School Department shall keep a permanent record of the absence of all employees in the department, said record to show the cause for absence. All absences during any payroll period shall be noted on the payroll for said payroll period.
- 8.5. An employee shall not be entitled to a leave of absence on account of sickness with pay in excess of his/her accumulated sick leave. See 8.11 for exceptions.
- 8.6. Any employee transferred or reap pointed in the same or different department or school shall be credited with such accumulated and current sick leave as may be due him/her.
- 8.7. Employees whose service is terminated through death, resignation, retirement, or dismissal shall not be entitled to transfer any unused sick leave to any other employee.
- 8.8. An employee new to the Dedham system shall be eligible for sick leave not to exceed two days per month for the first four months of service. If an employee who loses salary because of this provision does not exceed the ten-day allowance for the first of the year, the amount deducted shall be refunded at the end of the school year.

- 8.9. For each day of unexcused absence, an employee shall forfeit one-two hundred-fiftieth (1/250) of his/her yearly salary.
- 8.10. Employees with ten (10) years of experience in the Dedham School system, having accumulated at least one hundred (100) days will be paid \$90.00 per day on retirement or death for all days over one hundred to a maximum of one hundred and fifty (150) days. Employees are required to provide notice of intent to retire December 1st preceding the contract year the member intends to retire. If cause for retirement is for medical or health reasons notice of intent shall not apply. Without notice of intent, sick leave buy back shall be subject to approval by the Superintendent with the exception of medical or health reasons.
- 8.11.
- (a) A Sick Leave Bank (the "Bank") for use by eligible administrators covered by this agreement who have exhausted their own sick leave is established. Employees in other units covered by agreements between the Committee and the Association are eligible to participate in the Bank on the same terms and conditions as eligible administrators if so provided in such agreements and approved by the teachers (Unit A).
 - (b) Each administrator shall contribute at the start of his/her employment two (2) days of sick leave from his/her accumulated sick leave for the establishment of the Bank to be maintained from year-to-year until it is exhausted. Any administrator may request not to participate or to terminate his/her participation in the Bank will forfeit any sick leave contributed to the Bank. A non-participating administrator will be ineligible for benefits under this Article. A non-participating administrator may request to participate (or reparticipate) in the Bank provided such request is made in writing to the Superintendent during the thirty (30) day period immediately following the start of any school year and the administrator contributes two (2) days of sick leave to the Bank.
 - (c) The Sick Leave bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the School Committee and two (2) members shall be designated by the Association. The fifth member shall be selected by the School Committee or Association on an alternating year basis and shall vote only to break ties. For the 2004-2005 contract year, the Association will choose the fifth person. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of the leave to be granted.
 - (d) The initial grant of sick leave by the Sick Leave Bank Committee to an administrator shall be made upon written application and shall not exceed thirty (30) days. The criterion for the granting of such leave from the Bank is demonstrated need supported by adequate medical evidence of illness or injury and the administrator's prior attendance record.
 - (e) Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee for additional periods not to exceed thirty (30) days each upon demonstration by the applicant of continued need supported by adequate medical evidence. Effective September 1, 1995, the maximum number of days that may be granted to an administrator for any continuous illness shall not exceed one hundred and twenty (120) days.
 - (f) If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave from each participating member covered by cooperating agreements to be deducted from each member's accumulated sick leave.
 - (g) The decisions of the Sick Leave Bank Committee shall be final and binding and not subject to grievance/arbitration.
- 8.12. A Unit B employee shall be entitled to two (2) days per year for personal business reasons. Personal days may be accumulated up to a maximum of three (3) days. Prior approval by the building Principal and the Superintendent of Schools with at least two days' notice will be required. A reason indicating that such business cannot be accomplished other than during regular school hours are necessary. Such approval shall not be unreasonably withheld. Personal days shall not be used for the purpose of extending a vacation or be used the day immediately preceding or following a holiday. The Superintendent of Schools may waive the above provisions in case of emergency.
- 8.13. An employee of Unit B shall be provided five (5) work days of paid leave for death of an immediate family member or person residing in the same household and two of paid leave work days for any other family member.

- 8.14. Sabbatical Leave: Upon recommendations by the Superintendent of Schools, sabbatical leaves may be granted by the School Committee, subject to available funding, for study which would increase a Unit B member's professional competence, provided that such study may only be effectively achieved on a full-time basis, subject to the following conditions: Compensation will be at the rate of fifty (50) percent of the salary that the Unit B member would have received had he/she remained on active duty. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent no later than October 15, and action must be taken on all such requests no later than November 15 of the school year preceding the school year for which the sabbatical leave is requested. All applicants will be notified of the decision of the School Committee no later than November 30. The Unit B member has completed at least seven (7) consecutive years of full-time service in the Dedham Public Schools. Prior to the granting of a sabbatical leave, a Unit B member shall enter into written agreement with the Committee that upon termination of such leave, he/she will return to service in the Dedham Public Schools for minimum of 3 years. In default of completing such service, he/she shall refund to the Committee an amount equal to such portion of salary received by him/her while on leave as the amount of service not rendered bears to the whole amount of service agreed to be rendered, unless such default is due to illness, disability, discharge, death or other circumstances beyond the control of the individual.

Application for sabbatical leave shall include: a) a resume of the applicant's achievements in the area of advancing education while a member of the Dedham School System; b) an outline of the proposed course of study to be undertaken during the leave and its relationship to the applicant's other efforts in this area; and c) A summary of the benefits which will accrue to the Dedham School System as a result of the leave. Upon his/her return from sabbatical leave, a member's salary shall be the same as he/she would have received had the period of leave been spent in the Dedham School System. Decisions of the Superintendent and/ or School Committee concerning approval or disapproval of requests for sabbatical leave shall be final and not subject to the grievance or arbitration provisions of this Agreement.

- 8.15 Any part time employee will earn the percentage of sick leave based on FTE.
- 8.16 Any employee .5 FTE or above is entitled to two (2) days per year for personal business. Any employee less than .5 FTE is entitled to one (1) day per year. Accumulation will be based on section 8.12.

ARTICLE IX-REDUCTION IN STAFF

- 9.1. During the term of this Agreement, the Committee shall unconditionally retain its sole discretion under law to determine the number of positions and employees in the bargaining unit.
- 9.2. In the event that the Committee shall determine that reductions in staff are necessary, it shall comply with applicable Massachusetts law in selecting employees for reduction or layoff.
- 9.3. Employees who have been reduced in rank or laid off as a result of a reduction in staff shall be entitled to membership in any group health or life insurance coverage in existence at the time of the layoff for a period of up to two (2) years, provided, however, that the employee pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there shall be no contribution by the Committee or Town to such employee's insurance.
- 9.4. The parties acknowledge that in the event that an employee covered by this Agreement is reduced in rank or laid off as a result of a reduction in staff, he/she shall be entitled any "fall-back" rights to which he/she may be entitled under the Agreement between the Committee and Association covering its non-administrative professional employees (so called "Unit A").
- 9.5. In the event that a laid off employee is rehired within two (2) years from the effective date of the layoff, he/she shall be credited with whatever benefits he/she had at the time of layoff.
- 9.6. An employee who is reduced in rank within the Dedham School System as a result of a reduction in staff shall be compensated at the rate of his/her salary in effect at the time of the reduction in rank until such time as the salary applicable to his/her new position exceeds that amount in which case he/she shall be paid the salary applicable to his/her new position.

ARTICLE X-JUST CAUSE

- 10.1. No employee will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. This paragraph will not apply to decisions involving a reduction in staff, reappointment or tenure. It is understood and agreed that the School Committee retains its sole discretion under law

to determine reductions in staff or to elect to renew, or not renew, the contract of employment of any non-tenure employee covered by this Agreement, and that any exercise of this discretion by the School Committee shall not be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE XI-MISCELLANEOUS PROVISIONS

- 11.1. A mileage rate for the use of an administrator's automobile for previously approved out-of-town travel shall be equal to the amount recognized by the Department of Elementary and Secondary Education in effect as of September 1 for each year.
- 11.2. With the prior approval of the Superintendent, and with appropriate documentation of expenses, up to \$2,000.00 each year will be reimbursed to each bargaining unit member for professional dues, professional development, and for expenses related to attendance at professional conferences, meetings, and workshops. Any part time employee will earn the percentage of the benefit in section 11.2 based on FTE.

ARTICLE XII-SEVERABILITY

- 12.1. If any provision(s) of this Agreement or any application of it to any employee or group of employees shall be found contrary to law, then such provision(s) shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XIII-EVALUATION

- 13.1. As of September 1, 2013, evaluation of employees will follow Massachusetts regulation 603 CMR 35.00 Evaluation of Educators. Employees will be evaluated based on "The Massachusetts Model System for Educator Evaluation" unless an alternative evaluation system is developed and mutually agreed upon, by the Committee and the Association and approved by the Department of Elementary and Secondary Education.

ARTICLE XIV-PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT

- 14.1. The Committee and the Association agree that if members are to maintain their competence as educators and to continue to contribute effectively to the educational goals of the Dedham School System, members should undertake professional development on a continuing basis.
- 14.2. The School Committee, with approval by the Superintendent will pay 50% tuition reimbursement for courses satisfactorily completed directly related to the administrators job duties and responsibilities. The maximum reimbursement for tuition to which an administrator will be entitled will be \$2,500 per academic year, subject to funding. An Administrator may seek additional reimbursement if available funds exist. Any part time employee will earn the percentage of the benefit in section 14.5 based on FTE rounded up.

ARTICLE XV-DURATION

- 15.1. This Agreement shall continue in effect from September 1, 2015 to August 31, 2017 and from September 1, 2017 thereafter shall be automatically renewed from year to year, unless modified, amended or terminated in accordance with the procedure herein set forth.
- 15.2. Either party to this Agreement may, by written notice received by the other party prior to October 1 of the year before the expiration hereof, give notice of its intention to amend, modify or terminate this Agreement. Thereafter the parties shall bargain collectively on any amendments or modifications to this Agreement, or on- a new Agreement.
- 15.3. It is the understanding and contemplation of the parties that the October 1 deadline for notice of intention to modify, amend or terminate is absolute and controlling, and that neither party may be required to bargain collectively concerning any term or condition of this Agreement unless such notice has been given as aforesaid.

ARTICLE XVI - AGENCY FEE AND DUES DEDUCTION

16. 1 In accordance with the provisions of M.G.L. c.150E, §12, the Committee agrees to require as a condition of employment during the life of this Agreement that every administrator covered by this Agreement, except those administrators who are certified to the Committee by the Association as being members of the Association, pay to

the Association on or after the thirtieth day following the beginning of such employment or the effective date of this Agreement or the execution of this Agreement, whichever is later, an agency service fee equal to the cost of collective bargaining and contract administration. Collection of agency service fees, including the collection of delinquent fees, shall be solely the responsibility of the Association and the Committee shall not be obligated to take any action in regard to the continued employment of any teacher delinquent in the payment of the fee. Administrators who fail to pay the fee shall not be subject to dismissal or suspension, but the Association may pursue payment through whatever legal means it deems appropriate.

IN WITNESS WHEREOF the parties have executed this Agreement on this day of

For the Dedham School Committee

For the Dedham Education Association

APPENDIX A

FINANCIAL PACKAGE

1. Salaries of Administrators shall be increase as follows during the term of this agreement.
 - a. Effective September 1, 2015, each Administrator’s salary shall be increased by \$500 and then add 2.5%.
 - b. Effective September 1, 2016, each Administrator’s salary shall be increased by 2.75%.

2. Newly hired Administrators negotiated salaries for September 1 of first year of service and are not entitled to first year’s salary adjustment.

3. Longevity

The following longevity amounts will be paid as part of regular paychecks. Individuals who are on unpaid status for the entire school year will receive no longevity. Individuals who leave the employ of the school department part way through a school year, who go on unpaid status for part of the school year, or who are on part-time status will receive a prorated portion of the longevity to which they would otherwise be entitled. “Years of service” refers to full years of full-time or part-time teaching and/or Unit B employment in the Dedham Public Schools.

FY16		FY17	
<u>Years of Service</u>	<u>Longevity Payment</u>	<u>Years of Service</u>	<u>Longevity Payment</u>
Years 11-15	\$1,500.00	Years 11-15	\$1,700.00
Years 16-20	\$1,600.00	Years 16-20	\$1,800.00
Years 21-25	\$1,700.00	Years 21-25	\$1,900.00
Years 26-30	\$1,800.00	Years 26-30	\$2,000.00
Years 31-35	\$1,900.00	Years 31-35	\$2,100.00
Years beyond 35	\$2,000.00	Years beyond 35	\$2,200.00