

AGREEMENT BETWEEN
DARTMOUTH EDUCATORS ASSOCIATION
(School Year and Full Year Secretaries)
AND
DARTMOUTH SCHOOL COMMITTEE

July 1, 2016- June 30, 2019

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In accordance with the General Laws of Massachusetts, and in particular Chapter 150E and in consideration of mutual benefits and undertakings, this contract is made by and between the DARTMOUTH SCHOOL COMMITTEE, hereinafter referred to as Committee, and THE SCHOOL YEAR AND FULL YEAR SECRETARIES OF THE DARTMOUTH EDUCATORS ASSOCIATION, MTA/NEA hereinafter referred to as DEA or the Association.

ARTICLE I

RECOGNITION

The Committee recognizes the DEA as exclusive bargaining agent for all employees (except state and federal project employees and emergency, temporary, or provisional employees unless employed in excess of 90 consecutive full workdays in one calendar year) who are engaged in secretarial duties in the schools or designated offices in the Dartmouth Public Schools.

ARTICLE II

TERMS AND RENEWAL

This contract shall be effective July 1, 2016 and remain in effect through June 30, 2019. This contract shall be renewed automatically from year to year unless either party notifies the other in writing before January 1, 2019 that they desire to negotiate the contract for the following years.

ARTICLE III

SALARY

- A. The Committee will not be bound by the wage scale of the Personnel Board of the Town of Dartmouth. This agreement between the Committee and the Association went into effect September, 1967.
- B. The Salary Schedule will be as follows:

School Year (SY) Secretaries

	Step 1	Step2	Step 3	Step4	Step 5	Step 6	Step 7
Effective July 1, 2016	16.52	17.29	18.06	18.83	19.56	21.24	21.49
Effective July 1, 2017	16.77	17.55	18.33	19.11	19.85	21.56	22.07
Effective July 1, 2018	17.02	17.81	18.60	19.40	20.15	21.88	22.60

High School Bookkeeper with additional responsibilities-receive an added adjustment of 50 cents per hour for each year of this contract agreement.

Elevation from one step to the next progressive step is conditioned upon a successful annual supervisory evaluation.

Overtime will be paid at the rate of time and one-half the individual's hourly rate for hours worked beyond seven (7) hours in any twenty-four (24) hour period or for work performed on a non-scheduled work day.

All overtime is to be approved by the Superintendent of Schools. However, in the Superintendent's absence, the approval will be made by the Business Manager and reviewed by the Superintendent upon his return.

Full Year (FY) Secretaries

	Step 1	Step2	Step 3	Step4	Step 5	Step 6	Step 7
Effective July 1, 2016	16.70	17.44	18.23	18.97	19.73	21.24	21.49
Effective July 1, 2017	16.95	17.70	18.50	19.25	20.03	21.56	22.07
Effective July 1, 2018	17.20	17.97	18.78	19.54	20.33	21.88	22.60

Placement on the salary schedule shall reflect total years of service as a secretary in the Dartmouth School Department.

C. LONGEVITY

- After 10 years of Service - \$1100
- After 15 years of Service - \$1200
- After 20 years of Service - \$1300
- After 25 years of Service - \$1400
- After 30 years of Service - \$1500

The bonus shall be paid on the last payday of the fiscal year. Secretaries who leave the employ of the Schools prior to that time shall receive payment on a pro rata basis.

ARTICLE IV WORK

SCHEDULE

- A. School Year secretaries assigned to elementary, middle and high schools as well as Bush Street SPED shall work a seven (7) hour day for 41 weeks (39 school weeks plus one week before school opens and one week after school closes). The administration reserves the right to add work days based on work load demands. In such cases, employees will be notified not less than 10 calendar days in advance. The prevailing hourly wage will be utilized to compute the salary for time worked.

- B. School Year secretaries for High School office shall work a 7-hour day for as many weeks as their job description requires.
- C. The School Committee shall have the right to increase the number of work weeks for A and B with two (2) weeks notice to school secretaries involved.
- D. The work scheduled for full year secretaries covered under this contract shall be established by the Administration. The normal work day shall consist of seven and one half hours or a thirty-seven and one-half hour work week, Monday through Friday. Exceptions to these provisions are subject to the approval of the Superintendent of Schools.

The Superintendent of Schools through his/her designee may authorize an extension of the work day or work week due to job responsibility requirements or work load priorities. Said extension will be paid at the rate of time and one half the individuals hourly rate for hours worked beyond seven and one-half hours in a twenty-four hour period or in the event of having to work on a non-scheduled work day.

- E. Each individual included in this agreement shall have a half-hour for lunch with permission to leave the building at that time.
- F. A twenty-minute coffee break shall be allowed each morning for full-time individuals included in this agreement and a ten minute coffee break for half-time school secretaries.
- G. The School Committee has the authority to increase the length of the work day for half-time and/or part-time office staff and school year secretaries.
- H. The preceding items, A-G are to be adhered to as far as possible. But knowing priorities in the administration of schools in the system changes, the Administration reserves the prerogative to effect changes in work schedules (work day/work year) if it is deemed necessary.
- I. Bargaining unit members shall not be responsible for finding and/or providing their own substitutes.
- J. After the school year secretary work year ends, all full year secretaries will work one (1) hour less per day than their regular schedule without a loss of pay. This schedule will be arranged through the mutual agreement of the secretary and the Superintendent or his/her designee. This schedule will end when the school year secretaries return to work.

ARTICLE V

PAID HOLIDAYS

A. School Year Secretaries

In order to be eligible for holiday pay, an employee must work the last work day prior to and the work day immediately following the holiday unless excused by the Employer.

The following shall be considered paid holidays for the school year secretaries:

New Year's Day	Veterans' Day
Martin Luther King Day	Half Day before Thanksgiving Day
Presidents' Day	Thanksgiving Day
Patriots' Day	Day after Thanksgiving Day
Good Friday	(If no school is scheduled)
Memorial Day	Day before Christmas Day
Labor Day	Christmas Day
Columbus Day	

If a school secretary is scheduled by the Administration to work the full week during which Independence Day falls, and if the employee does, in fact, work the full week without absence, she shall receive pay for such holiday.

B. Full Year Secretaries

The following shall be considered paid holidays. Pay will be granted regardless of the day of the week on which the holiday falls.

Independence Day	Christmas Day
Labor Day	Day before New Year's Day
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Half Day before Thanksgiving Day	Washington's Birthday
Thanksgiving Day	Good Friday
Day after Thanksgiving Day	Patriot's Day
Day before Christmas Day	Memorial Day
(Provided schools are not in session)	

And any other day which may be declared a holiday by the Governor, General Court, Selectmen, or School Committee of the Town of Dartmouth.

ARTICLE VI

VACATION PAY

School Year Secretaries

The following vacation schedule shall be provided each employee as of their employment anniversary date:

- After 1 full year--1 week
- After 3 full years--2 weeks
- After 6 full years--3 weeks
- After 11 full years--4 weeks

Extended vacations without pay will require approval of the School Business Administrator. Such requests shall be in writing.

A school secretary who is eligible for one week will accrue one-half day of vacation per month during the current school year. A school secretary who is eligible for two weeks vacation will accrue one vacation day per month during the 10 month school year. The formula will apply for those eligible for three weeks vacation (one and one-half days a month). The same formula will apply for four weeks vacation (two days a month).

If, therefore, a school secretary resigns during the course of the school year, she will receive credit (vacation pay) for the amount of vacation days accrued at the point of her resignation.

If the school secretary terminates employment prior to the close of school in June, she will owe the School Department any overpaid vacation credit.

A secretary who is granted a leave of absence without pay will not accrue vacation credit during any month in which the secretary is on such leave for more than ten working days.

Full Year Secretaries

A. The following vacations shall be provided each employee as of their anniversary date of employment.

- After 6 full months - one week
- After 1 full year - two weeks
- After 5 full years - three weeks
- After 10 full years - four weeks
- After 15 full years- five weeks

Vacation shall be taken during the twelve (12) month period after earned. A maximum of one week's vacation may be carried over in to the next fiscal year.

- B. The times when employees may take their vacations shall be subject to the approval of the Superintendent or his designated agent. Vacation requests shall be acted upon as soon as reasonably possible after the same are made, and in the event that an employee makes an early request, the Superintendent shall act upon his request within thirty (30) days of filing of same.
- C. If any employee becomes eligible for a vacation on July 1 but dies before such vacation is taken, vacation pay shall be paid to the employee's estate.
- D. Extended vacations without pay will require permission of the School Business Administrator. Such request shall be in writing.
- E. An employee who is eligible for one week will accrue one-half day of vacation per month beginning July 1 up to a maximum of five (5) days.
- F. An employee who is eligible for two weeks' vacation will accrue one (1) vacation day per month beginning on July 1 up to a maximum of ten (10) days.
- G. The formula will apply for those eligible for three and four weeks vacations (one and one-half days a month for three weeks and two days a month for four weeks). If, therefore, an employee resigns during the course of the year, the employee will receive credit (Vacation Pay) for the amount of vacation days accrued at the point of resignation.
- H. A secretary who is granted a leave of absence without pay will not accrue vacation credit during any month in which the secretary is on such leave for more than ten working days.

ARTICLE VII

SICK LEAVE

- A. For School Year secretaries, sick leave shall be at the rate of 16 days per year for 41 week employees and 17 days per year for 44 week employees and be accumulative from year to year without limitation. For Full Year secretaries, sick leave shall be at the rate of 20 days per year. The accumulation of sick leave days shall be unlimited. Additionally, up to three (3) days per year may be used for the purpose of family illness. Secretaries will not be required to furnish a certificate from a physician unless the sick leave extends beyond three (3) consecutive days.
- B. If illness requires a secretary after reporting to work to be excused, she shall be given credit for working one-half day. If excused after working more than one-half of the secretary's regular work day, she shall be given credit for a full day of work. A secretary may report for 1/2 day should she feel physically able
- C. There shall be a Sick Leave Bank (Bank) for bargaining unit members. The requirements and conditions of the Bank shall be appended to and made a part hereof this Agreement as Appendix A.

D. Personal Obligation Policy:

For School Year secretaries, Five days are allowed each year for Personal Obligations. Unused personal days may accumulate from year to year to a maximum of seven (7). Accumulation of unused days shall take place on the basis of one per year until the maximum number is reached.

For Full Year secretaries, Seven days are allowed each year for Personal Obligations. Unused personal days may accumulate from year to year to a maximum of nine (9). Accumulation of unused days shall take place on the basis of one per year until the maximum number is reached.

- E. Sick Leave Buy Back: Upon termination of service after 10 years of employment, a secretary shall be paid at the rate of fifteen (\$15.00) dollars a day for unused accumulated sick days for the first 50 days and twenty dollars (\$20) a day for the next 100 days of unused accumulated sick leave.

ARTICLE VIII

SICK LEAVE INCENTIVE

During each school year, if a secretary does not use any sick leave, that secretary will be rewarded with a permanent adjustment in her annual salary in the amount of \$100.00. If a secretary uses one day of sick leave during the school year, that secretary's annual salary will be adjusted with an adjustment in her salary in the amount of \$50.00.

ARTICLE IX PERSONAL

INJURY BENEFITS

If a secretary should be injured on the job and such injury prevents her from working, the Committee shall pay the difference in her pay not covered by Workmen's Compensation. This difference in gross pay shall come from the secretary's accumulated sick leave.

ARTICLE X

DEATH IN THE FAMILY POLICY

Shall be as follows:

- A. Four (4) days for each death in the immediate family or a member of your immediate household (not considered sick leave) will be allowed without loss of pay. The immediate

family to be considered as Parent, Child, Spouse, Sibling, Grandparent, Grandchild, Stepchildren, Stepparents, and In-Laws of the employee or their spouse. Step relations will be considered the same as blood relations.

- B. One day will be allowed for each death in the family not considered immediate (as listed above) or for the death of a friend. This provision shall apply to the death of a friend only once per school year.

ARTICLE XI

JURY LEAVE

Any secretary called for Jury Duty shall be compensated by the Committee for only the difference between Jury Pay and the individual's pay.

ARTICLE XII

STORM DAYS

Bargaining unit members shall not be required to report to work when school is cancelled for students and they shall be paid for such time. If a school is delayed, bargaining unit members will report to work one half hour before the delayed start of the student's day and shall be paid for the full day. If school is dismissed for students for any emergency, bargaining unit members shall be permitted to leave for the day without loss of pay.

ARTICLE XIII

LEAVE OF ABSENCE

- A. Maternity leave shall be granted in compliance with M.G.L. c.149, §105D. The period of disability will be determined by doctor certification and limited to the period of time the employee was disabled and unable to return to work. Such leave will be charged to sick leave benefits.
- B. Further, the School Committee will approve a leave of absence without pay for a period of up to two (2) years following the birth of the child. Such requests will be presented to the Committee on an annual basis.
- C. A secretary who is pregnant may remain in active service until the termination of her pregnancy. A physician's certificate of fitness may be required before a secretary may return to her position.
- D. A secretary who is on maternity leave shall not be entitled to accrued paid sick leave or other benefits during the period of such leave. The parties agree to abide by the decisions of the United States Court interpreting the Constitution and Federal Laws and regulations established under such laws regarding usage of sick leave for maternity.

- E. A secretary who adopts a preschool age child shall; upon request, be allowed an unpaid leave of absence for (one) year for the purpose of child rearing for the year immediately following the adoption.
- F. Special unpaid leave of absence for the purpose of caring for a newborn infant shall be granted to a male secretary provided the secretary is the parent of the child or has the legal responsibility for the care and/or support of the child. Such leave shall be for a period of one (1) school year.
- G. Upon return from maternity leave, the employees shall advance to the next step of the Salary Schedule if she had been in an active employment status for at least one half of the year in which the leave commenced.
- H. A secretary on maternity leave will notify the Superintendent in writing of her intention to return to work within four weeks following the termination of the pregnancy.
- I. A leave of absence without pay or increment up to one (1) year will be granted to an employee for the purpose of caring for a sick member of the employee's immediate family. The Superintendent may ask the employee to furnish appropriate evidence.

ARTICLE XIV

TRAVEL ALLOWANCE

All secretaries will be reimbursed at the mileage rate set annually by the Internal Revenue Service for the use of her automobile as approved in writing by the School Business Administrator or his/her designee.

ARTICLE XV

SENIORITY

In the event that an opening shall occur in a job/position covered by this Agreement, the Superintendent shall, at least seven (7) days before filling the vacancy, notify all members of this bargaining unit of the opening. Any member of this bargaining unit interested in the opening shall notify the Superintendent in writing.

The Superintendent shall take seniority into consideration in filling vacancies whenever it is practical to do so.

In the event of a reduction in force, the Superintendent shall consider both the seniority of the affected employees and the recommendation of the Building Principal.

ARTICLE XVI

GRIEVANCE PROCEDURE

A. Purpose

The purpose of the procedure set forth hereunder is to produce prompt and equitable solution to those problems which from time to time may arise and effect the conditions of employment of the secretaries covered by this contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved; at the procedural level involved; and nothing in this contract will be construed as limiting the right of any school secretary having a grievance to discuss the matter informally with the appropriate member of the administration, provided any adjustment of the grievance is not inconsistent with the terms of this contract.

B. Definition

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 wages, hours, or working conditions of a secretary or secretaries covered by it, (2) an alleged violation of any provision of this agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the Association and the School Committee. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Level I: The grievance shall be presented in writing by the secretary or the Association to the principal or immediate supervisor involved with the objective of resolving the matter informally. Such grievance shall be presented within ten (10) school days of the occurrence on which the grievance is based, or within ten (10) school days of the date on which the secretary had knowledge or reasonably should have had knowledge of the occurrence. If invited by the grievant or the administrator involved, a representative of the Association may participate. If a grievance affects a group or class of secretaries without a common supervisor, the Association may submit such grievance in writing to the Business Manager directly, and the processing of such grievance will be commenced at Level II with the time limits specified above.

Level II: If a satisfactory decision has not been rendered in writing within ten (10) days after the meeting with the principal or supervisor, the grievance may be submitted in writing to the Business Manager within ten (10) days after the receipt of the written grievance in an effort to resolve the grievance.

Level III: If a satisfactory decision has not been rendered in writing within ten (10) days after the meeting with the Business Manager, the grievance may be submitted in writing to

the School Committee within ten (10) days of the expiration of said ten (10) days. The School Committee shall meet with the grievant and/or his representative within ten (10) days of the receipt of the written grievance in an effort to resolve the grievance.

Level IV: If a satisfactory decision has not been rendered within ten (10) days after meeting with the School Committee, the Association may submit the grievance to the American Arbitration Association for arbitration in accordance with the applicable rules of the American Arbitration Association within fifteen (15) school days next following the conclusion of such period of 15 school days. The award of decision made by the arbitrator shall be final and binding on the School Committee, the association, and the aggrieved secretary; providing, however, that no such award or decision shall be inconsistent with any applicable provision of this contract or in conflict with any applicable law. Further, the arbitrator shall have no authority to decide upon questions involving the discharge of a secretary. The expenses of said arbitration shall be shared equally by the School Committee and the Association.

D. Miscellaneous

1. If at the end of ten (10) school days next following the occurrence of any grievance or the date of first knowledge of its occurrence by the secretary affected by it, the grievance shall not have been presented at Level I of the procedure set forth above, the grievance shall be deemed to have been waived; and any grievance in course under procedures as hereinafter set forth shall also be deemed to have been waived if the prescribed action required to present it to the next level in the procedure shall not have been taken within the time specified, unless such time limits have previously been extended by mutual agreement.
2. If a secretary covered by this contract shall present the grievance informally without representation by the Association, the Association shall be permitted to be present and be heard at such presentation.
3. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the Dartmouth Public Schools for any secretary presenting such a grievance.

ARTICLE XVII

REAPPOINTMENT

Each secretary with three (3) years or less of continuous service will be notified in writing by May 15 of each year of contract renewal. If the secretary is not to be reappointed, she will be so notified in writing by May 15. Secretaries with over three (3) years of continuous service shall be considered to be permanently employed unless notification of termination is given.

ARTICLE XVIII

RESIGNATION OR RETIREMENT

Employees with ten (10) years of continuous service in the Dartmouth School System who give 6 (six) months' notice of resignation or retirement, shall receive upon the effective date of such resignation or retirement the sum of:

Full Year Secretaries	\$500.00
School Year Secretaries	\$200.00

Secretaries will be compensated on their final paycheck. The notice of resignation or retirement is irrevocable.

ARTICLE XIX INCREMENT

ELIGIBILITY

School Year secretaries are eligible for step increases on a school year basis rather than on an anniversary of employment basis. If a secretary is hired between September 1 and March 1, she will be eligible for the step increase the following September. However, if a secretary is hired between March 2 and August 31, she will not be eligible for the step increase until one year from the following September.

Full Year secretaries are eligible for step increases on the following basis. If a secretary is hired between July 1 and January 1, she will be eligible for the step increase the following July. However, if a secretary is hired between January 2 and June 30, she will not be eligible for the step increase until one year from the following July.

ARTICLE XX

WORKING OUT OF CLASSIFICATION

Effective upon date of ratification and at the discretion of the School Business Administrator, a Full Year Secretary will be paid on an hourly basis for working out of his/her classification.

ARTICLE XXI

DUES DEDUCTION AND/OR AGENCY FEE

A. Dues Deduction

1. The Committee agrees to deduct from the salaries of its employees dues for the School Year and Full Year Secretaries as said employees individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to their designated Union DEA/MTA/NEA.

B. Agency Service Fee

1. As a condition of employment anyone who is hired is not required to join the Union. However, as a condition of employment, each employee who is hired, he/she enjoying the benefits of the Bargaining Unit, will be assessed an Agency Service Fee

by the Union which will be equal to the union dues paid by the members of the Bargaining Unit.

Every new employee shall be advised of this before he/she is hired so that he/she has knowledge of same.

2. In consideration of the School Committee entering into this Collective Bargaining Agreement, which Agreement includes an Agency Service Fee provision, DEA/MTA/NEA hereby agrees to indemnify the said School Committee and hold it harmless from any and all claims, liabilities or costs which arise out of entering into or enforcement of said provision, or which arise out of the payroll deduction of Agency Service Fees.

ARTICLE XXII

BARGAINING UNIT POSITIONS

Effective July I, 2011, the positions of High School Guidance Secretary and Athletic Director's Secretary, shall be included in this bargaining unit and shall be covered by this collective bargaining agreement. The incumbents in these positions shall transition from School Year to Full Year positions without loss of benefit. They shall carry with them from unit to unit any and all accrued benefits including but not limited to salary, sick leave and vacation leave. The High School Guidance Secretary shall carry the \$.50 per hour differential. The carrying of the differential shall be without prejudice or precedent and shall not constitute and/or create any practice upon which any party may rely at any time in the future. Additionally, the Association agrees that there shall be no other differential positions included or created in this bargaining unit.

The High School Principal's Secretary, the Accounts Payable Clerk, and the Payroll Clerk positions shall be added to the unit as Full Year positions upon the respective incumbents' departure.

ARTICLE XXIII

DISCIPLINE OF STUDENTS

Secretaries will not be required to discipline students. Secretaries shall not be required to supervise students during "after sessions" unless an Administrator or Teacher is also present.

ARTICLE XXIV

PROTECTION

- A. Secretaries will immediately report in writing to their immediate superior for transmission to the Superintendent of Schools all cases of assault suffered by them in connection with their employment.

- B. This report will be forwarded to the Committee, which will comply with any reasonable request from the secretary for information in its possession relating to the incident of the persons involved, and will act in appropriate ways as liaison between the secretary, the police and the courts.
- C. If criminal or civil proceedings are brought against a secretary alleging that he committed an assault in connection with her employment, the Committee may furnish legal counsel to defend her to such proceedings if she requests such assistance. If the Committee does not provide such counsel and the secretary is exonerated, then the Committee will reimburse the secretary for reasonable counsel fees incurred by her.
- D. If a secretary is exonerated from any responsibility with respect to acts referred to in "A" above, she shall not suffer the loss of any professional advantage because of time lost due to such acts.

ARTICLE XXV

GENERAL

- A. If negotiation meetings between the Committee and the Association are scheduled during a school workday, appropriate representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings.
- B. The Committee will, upon request, provide the Association with any non-personal public documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the secretary, together with any other available information which may be necessary for the Association to process grievance under this Agreement.
- C. Public monitoring systems (eg. Building cameras) shall not be used for evaluation purposes.

ARTICLE XXVI

PROFESSIONAL DEVELOPMENT

- A. Upon written approval of the Superintendent or a designee, time shall be granted for attendance at professional conferences, workshops, seminars, and other professional improvement sessions where applicable. Responses shall be made within five (5) working days of receipt of request, if possible.
- B. No loss of pay, sick leave, or other rights shall occur because of any such activity.

IN WITNESS WHEREOF, we set our hands on this, 16 day of May in the year
two thousand and seventeen.

DARTMOUTH SCHOOL COMMITTEE

DARTMOUTH EDUCATORS ASSOCIATION

By: S. Jenkins

By: Renée M. Vieira

APPENDIX A

SICK LEAVE BANK

The sick leave bank is for use by eligible members of the secretarial staff covered by this Agreement who have exhausted their own sick leave and who have serious illness.

The bank shall be maintained at a minimum of one day per secretarial staff member after the first year of maintenance. A maximum shall be two per secretarial staff member.

The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed thirty (30) days.

Upon completion of the thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.

The sick leave bank shall be administered by a sick leave bank committee consisting of four (4) members. Two (2) members shall be designated by the Superintendent to serve at his/her discretion and two (2) members shall be designated by the Association. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave.

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick leave.
3. Length of service in the Dartmouth School System.
4. Other unique or exceptional circumstances as recommended by the Superintendent.

If the sick leave bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member of the secretarial staff covered by this Agreement. Such additional days will be deducted from the secretary's annual allocation of sick leave days. The sick leave bank committee shall determine the time when it becomes necessary to replenish the bank.

The decision of the sick leave bank with respect to eligibility and entitlement shall be final and binding and not subject to appeal.