

**ARTICLE 1
RECOGNITION**

The Committee hereby recognizes the Association for the purposes of collective bargaining (as provided by Chapter 150, Section E of the General Laws of the Commonwealth of Massachusetts) as the sole and exclusive bargaining representative for the following employees of the Methuen School System in a basic teacher bargaining unit called Unit A: All teachers, including all special subject teachers, therapists, guidance counselors, school adjustment counselors, psychologists, media specialists, curriculum resource teachers, instructional coaches, instructional technology specialists, and permanent substitute teachers.

Unless otherwise indicated, the employees in the above Unit A hereinafter will be referred to as the "teachers".

A permanent substitute shall be a person employed by the Committee prior to September 30 of any school year for the remainder of the school year in which employed.

The parties to this Agreement shall not discriminate against any employee because of race, creed, color, religion, nationality, sex, age, marital status, or physical handicap, or by reason of the employee's membership in the Association or by reason of any activity in the Association not in contravention of any provision of this Agreement or law.

The Methuen School Committee is an Equal Opportunity/Affirmative Action Employer and Service Provider.

**ARTICLE 2
COMMITTEE RIGHTS - MANAGEMENT RIGHTS**

The Committee has and will continue to have the rights and responsibilities as established by the General Laws of the Commonwealth of Massachusetts in setting policies for the Methuen Public Schools. These rights and responsibilities shall not be exercised in a manner so as to violate this Agreement or any part thereof.

**ARTICLE 3
GRIEVANCE PROCEDURE**

The procedure set forth in this article is to provide a means for the orderly consideration and resolution of those matters which are not, or cannot, be handled to a teacher's satisfaction through normal day to day discussions between teachers, supervisors, and administrators. Said procedure shall be kept as informal and confidential as appropriate to each particular level.

A. DEFINITION AND SCOPE

A grievance may arise from the application of any provision(s) of this Agreement to any teacher, subject to the terms of this Agreement. A grievance shall exist as such, only when designated as such, by a written statement describing the pertinent circumstances, the claim and/or request of the aggrieved, which is dated and signed according to the following procedure:

B. PROCEDURE

Informal discussion of any situation or the interpretation or application of the provisions of this Agreement shall not be designated as a grievance, and any such informal question or complaint shall not be subject to the rules of the grievance procedure, as stated herein, until set forth in writing in accordance with the provisions of Section A filed with the immediate supervisor or the appropriate principal of the grievant(s). No grievance may be heard without first having been presented at the lowest level at which the remedy sought can be provided. The grievant(s) shall promptly furnish a copy of said grievance to the Association, and the Association formally may appear as an authorized party in interest at any of the procedural levels.

The grievant(s) shall be entitled to have the individual receiving the written grievance sign a duplicate thereof, acknowledging thereby only the date of receipt. This shall constitute filing as referred to herein. All times and procedures specified herein shall commence as of the date the grievance is filed.

If the original grievant(s) is (are) personally satisfied with the resolution of the problem at any level, said grievant(s) shall terminate this grievance by a signed written statement to that effect.

LEVEL ONE: Upon filing of the grievance, which shall be filed as soon as possible subsequent to the event, or condition, upon which said grievance is based, but in no instance not later than twenty (20) school days after the event leading to the grievance or first knowledge thereof, the principal and/or appropriate supervisor shall meet within five (5) school days after the grievance is filed with said grievant(s) in an effort to resolve the grievance. A grievance that affects a group of employees, either from different buildings, or is of general nature, originally shall be filed, in writing, by the Association directly with the Superintendent and the processing of such grievance shall commence at Level Two.

LEVEL TWO: In the event that the grievance shall not have been resolved to the satisfaction of the grievant(s) by the end of five (5) school days after the meeting at Level One, the grievant(s) may refer the written grievance to the Superintendent. Within ten (10) school days following the receipt of the grievance, the Superintendent, or his designee, shall meet with the grievant(s) and any other authorized party in interest in an attempt to resolve the grievance. The person(s) hearing the grievance at Level One may be present at the meeting held at Level Two at the request of the Superintendent or his designee.

LEVEL THREE: In the event that the grievance shall not have been resolved to the satisfaction of the grievant(s) by the end of five (5) school days after the meeting at Level Two, the grievant(s) may refer the written grievance to the full Committee. In such event, the committee, at its next regular meeting, or at any earlier special meeting, shall meet in executive session with the grievant(s) and any other authorized party in interest in an effort to resolve the grievance.

LEVEL FOUR: Should any grievance not be resolved by the end of ten (10) school days subsequent to said meeting at Level Three, the Association may submit the grievance, in writing, within twenty (20) school days after the meeting held at Level Three, to the American Arbitration Association or the Department of Labor Relations for arbitration in conformance with its respective arbitration rules. The decision of the arbitrator shall be final and binding on all parties. If the decision of the arbitrator requires the expenditure of funds not currently available to the Committee, the implementation of the decision may be postponed until funds are provided in the next subsequent budget. The fee and any reasonable expenses of the arbitrator shall be shared equally by the Association and the Committee.

C. GENERAL PROVISIONS

1. Failure of the party designated to hear a grievance and to respond within the stated time limit shall result in a decision in favor of the grievant(s).
2. Failure on the part of the grievant(s) to appeal the grievance to the next level within the established time limits shall be deemed to be acceptance of the decision rendered at the earlier level.
3. The grievant(s) may be represented by no more than three (3) Association members in presenting a case, one of which may be an MTA representative.
4. Any grievance not resolved by the end of school in June will be processed as though school were to remain in session throughout the summer, with each such school day to be counted for purposes of proceeding through the steps outlined in the levels.
5. All decisions shall be in writing.
6. In this grievance procedure, any authorized party in interest shall be defined as any person(s) authorized by either the Committee or the Association.
7. Records of any grievance shall not be filed in individual personnel files.
8. In the processing of any grievance, the Committee and the Association agree to use the grievance form as set forth in Appendix C.

**ARTICLE 4
TEACHER RIGHTS**

- A. Whenever any teacher is required by the Committee, the Superintendent or their agent to appear formally before any one or more of them concerning any matter which could directly and adversely affect the continuation of that teacher in their office, position or employment or the salary or any increments pertaining thereto, and a decision affecting said status may be made at said meeting, then they shall be given prior written notice of the

reasons for such meeting or interview and may have a representative of the Association present to advise them and represent them during such meeting or interview if they so desires.

- B. Evaluating and reporting pupil progress should be consistent with the exercise of the highest professional responsibility, and teachers have the right and responsibility in determining proper evaluation of pupils within the limits of the policies, rules and regulations of the Methuen School System. No evaluation report of the pupil progress shall be changed without consultation with and approval by the teacher involved, except in situations where it is evident to the administration that the teacher has not exercised full professional responsibility in carrying out the evaluation policies, rules and regulations of the Methuen School System, and the administration may only independently act after appropriate consultation with the affected teacher.

ARTICLE 5 ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any authorized representative of the Association or any authorized or involved teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings scheduled by the Committee or Administration, they shall suffer no loss of pay.
- B. The Association and its representatives shall be allowed to use school buildings at reasonable hours for meetings, provided that the principal of the building in question shall be contacted at least forty-eight hours in advance of the time and place of all such meetings to assure that there are no conflicts with other planned activities. Standard procedures for use of school facilities will be followed for all meetings.
- C. The Association shall have, in each school building the use of at least one appropriately placed bulletin board in each faculty lounge or designated area for the purpose of posting official Association notices. Copies of all materials to be posted on such bulletin boards shall be signed by an authorized representative of the Association. The Association will determine that which is appropriate for the bulletin board.
- D. The Association shall have the right to use school mail boxes for the purpose of "mailing" official Association notices. Copies of all materials to be "mailed" in the school mail boxes shall be signed by an authorized representative of the Association. The Association will determine that which is appropriate for the mailboxes.
- E. The Association President shall be release from work responsibilities for the last three (3) hours of the work day, with the exception of days on which there are regularly scheduled faculty meetings or professional development activities. The President shall be relieved of all non-teaching duties during the term of office. The Association shall reimburse the Methuen Public Schools for the full cost of the substitute.