

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BLUE HILLS REGIONAL TECHNICAL SCHOOL DISTRICT COMMITTEE

AND

BLUE HILLS ADMINISTRATORS' ASSOCIATION

JULY 1, 2017 - JUNE 30, 2020

This AGREEMENT is entered into this 24th day of April, 2018, between the BLUE HILLS REGIONAL TECHNICAL SCHOOL DISTRICT COMMITTEE (hereinafter referred to as the "COMMITTEE") and the BLUE HILLS ADMINISTRATORS' ASSOCIATION (hereinafter referred to as the "ASSOCIATION").

PREAMBLE

The Committee and the Association recognize that their prime purpose is the development and operation of educational programs of the highest quality for the benefit of the students of the Blue Hills Regional Vocational School District. In order to fulfill this purpose, relationships must be established on the basis of the parties' responsibility to each other and on the concept of education as public trust and as a professional calling.

The Committee and the Association further recognize that it is in the best interest of the Blue Hills Regional Vocational School District that the School Committee and the Association agree as to wages, hours and working conditions for those persons who are employed in the bargaining unit represented by the Association; and it is hoped that the consultation begun through professional negotiations will continue throughout the school year and that such dialogue will contribute to the betterment of public education in the Blue Hills Regional Vocational School District.

Therefore, pursuant to said mutual desire, the parties hereto agree as follows:

**ARTICLE I
RECOGNITION**

The Committee recognizes the Association as the exclusive representative for the purpose of collective bargaining pursuant to Massachusetts General Laws, Chapter 150E, with respect to wages, hours and other terms and conditions of employment of a unit consisting of the Dean of Students, Director of Special Services, Academic Director, Director of Vocational Programs, Director of Admissions and Financial Aid, and Coordinator of Cooperative and Post-Secondary Transition employed by the Committee.

Effective July 01, 2015, the position of Coordinator of Cooperative and Post-Secondary Transition will be removed and thereafter excluded from the bargaining unit.

The Committee and the Association agree that the positions of Superintendent, Assistant Superintendent/Principal, Business Manager, Assistant Business Manager, Facilities Director and all other employees of the Committee are specifically excluded.

All employees occupying positions in the Association are hereinafter referred to as "Administrators" except when special reference is made to their individual titles.

writing, the decision of the Superintendent-Director to the School Committee. The Step 2 grievance must be filed within ten (10) calendar days of the Superintendent-Director's decision, but no later than ten (10) calendar days from the date that the Superintendent-Director's decision was due, otherwise it will be considered waived. Grievances involving matters which involve any action of the Superintendent-Director pursuant to M.G.L. c. 71, Sections 38, 40, 41, 42, 43, 47A and 59B shall not be considered subject to the authority of the School Committee and any appeal will proceed directly to Step 3.

The School Committee will meet in executive session with the Association or the Administrator at its next regularly scheduled meeting following receipt of the grievance. The School Committee will issue a written decision on the grievance within ten (10) calendar days of such meeting.

Step 3 - If the grievance is not resolved at Step 2, within ten (10) days following receipt of the decision of the Committee at Step 2, or within ten (10) calendar days of the Superintendent-Director's decision at Step 1 for those grievances which do not fall within the authority of the Committee, the Association may submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association.

The selection of the arbitrator will be made by the American Arbitration Association in accordance with its rules and regulations. The arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) calendar days after the hearing is declared closed. The decision of the arbitrator shall be final and binding on both parties. The cost for the services of the arbitrator shall be borne equally by the Committee and the Association.

Section 4:

The function of the arbitrator is to determine the interpretation, meaning or application of specific provisions of this Agreement not excluded from arbitration. The arbitrator will be without power or authority to make a decision or an award concerning matters reserved hereunder to the School Committee, or which violates any of its promulgated policies not specifically modified by this Agreement or which violate the statutory or common law of the Commonwealth, which requires the commission of an act prohibited by law, which violate any of the terms and conditions of this Agreement, or which adds to, modifies, or subtracts from the provisions of this Agreement. The arbitrator will be without power or authority to hold hearings or render an award or decision concerning any matter, which has been specifically excluded from the grievance and arbitration provisions of this Agreement. The Arbitrator shall be without power or authority to make any decision or award concerning any matter within the meaning of a grievance which occurred or failed to occur prior to the effective date of his Agreement. The decision of the Arbitrator will be final and binding except for review or confirmation as provided by the provisions of Chapter 150C of the General Laws of the Commonwealth of Massachusetts.

administrative, executive and/or professional nature. Employees holding such positions are not entitled to overtime compensation. The Parties acknowledge that nothing in the Fair Labor Standards Act prevents or requires members of the Association from receiving "comp time" when agreed to in advance at the discretion of and with the approval of the Superintendent-Director.

Section 3:

Given the administrative, executive and professional nature of the positions included in the Association, administrators shall be ineligible for appointment to any additional or "stipend" positions within the District.

**ARTICLE VI
LONGEVITY**

Section 1: Longevity

In order to encourage experienced administrators to remain in the Blue Hills Regional Technical School District, longevity increments will be paid to administrators as follows based upon the administrator's years of service at Blue Hills:

Longevity increments will be paid as follows:

- \$ 500 each year commencing at the beginning of the fifth year;
- \$1,125 each year commencing at the beginning of the tenth year;
- \$2,250 each year commencing at the beginning of the fifteenth year.

For purposes of this section an employee must have completed 92 days of service during the work year as defined under Article V, in order for that year to be creditable toward the initial computation of an employee's service in the Blue Hills Regional School District.

Section 2: Supplemental Longevity

For those Association members employed as an Administrator by the District on September 01, 2011 and who were previously employed as a teacher in the Blue Hills Regional School District and were eligible to receive such benefit under the BHEA collective bargaining agreement, there shall be a supplemental longevity increment that will be available to members who have served for at least twenty (20) continuous years in the Blue Hills Regional School District. Any such eligible Administrator shall be eligible to receive a supplemental longevity increment in the amount of Three Thousand Dollars (\$3000.00) for a single period of three consecutive years, subject to the same conditions in force for the 2005-2008 BHEA Agreement.

**ARTICLE VHI
PERSONNEL FILES**

A personnel file on each Administrator shall be maintained in the office of the Superintendent or his/her designee. The Administrator, upon appointment and if he/she so desires, may examine and make copies of any and all materials contained in his/her file.

**ARTICLE
IX
HOLIDAYS**

The following shall be paid holidays for 12 month employees only:

*15. Paid
Days*

- | | |
|------------------------|---------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Patriot's Day | Friday after Thanksgiving |
| Good Friday | Day before Christmas |
| Memorial Day | Christmas Day |
| Independence Day | Day before New Year's |
| Labor Day | |

Holidays falling on a Saturday or Sunday, which are not recognized on the school calendar, shall be scheduled by the Superintendent or his/her designee based upon the needs of the system and shall be available only to 12 month employees.

Members may take up to two days of leave without pay or choose to substitute then-paid personal leave under Article XI, Section 2, for observance of the Jewish holy days Rosh Hashanah and Yom Kippur and the observance of the Muslim holy days Eidul-Fitr and Eidul-Adha.

**ARTICLE X
VACATION**

Section 1:

12 month employees will be credited in advance with vacation on July 1 of each year based upon the employee's years of service as of July 1. Members holding 12 month positions shall be granted vacation time as follows:

- (1) Members who have been employed up to three (3) years shall be granted three (3) weeks paid vacation;
- (2) Members who have been employed for between four (4) years and up to twelve (12) years shall be granted four (4) weeks paid vacation; and,

- c. To be eligible for a day of sick leave, the administrator is required to call the Assistant Superintendent/Principal or designee not later than 7:00 a.m. on the day he or she intends to request such leave. An administrator not fulfilling this requirement will not be granted a day of sick leave except in an emergency only, such emergency to be determined by the Superintendent-Director.

For absences of five (5) consecutive days or more at any one time, the administrator shall provide the Superintendent-Director, and/or his designee, with supporting written medical documentation within five (5) calendar days of the absence or request by the Superintendent-Director. Satisfactory written documentation must be received prior to the payment of any sick leave pay. Failure to provide such documentation shall result in the denial of sick leave pay.

Where sick time abuse is suspected by the Superintendent-Director, the Superintendent-Director, and/or his designee, may require supporting written medical documentation for any sick time use and said documentation shall be provided by the administrator to the Superintendent-Director within five (5) calendar days of a request. Satisfactory written documentation must be received prior to the payment of any sick leave pay. Failure to provide such documentation shall result in the denial of sick leave pay.

For extended sick leave absences, or as deemed necessary by the Superintendent-Director, the Superintendent-Director reserves the right to require further evidence of necessity for medical leave and/or fitness to return to work. Satisfactory written documentation must be received prior to the payment of any sick leave pay. Failure to provide such documentation shall result in the denial of sick leave pay.

- d. If an administrator has served at least ten (10) full years as a teacher and/or an administrator in the Blue Hills Regional System prior to the effective date of retirement, and if he/she has given the Superintendent at least one calendar year's notice prior to the effective date of his/her retirement, said administrator will upon retirement receive a payment of Fifteen Dollars (\$15.00) per day for all days accumulated in excess of fifty (50) days. Said payment will in no event exceed a total of Three Thousand Dollars (\$3,000.00). In the case of death, payment will be made to the administrator's estate within sixty (60) days of the death.

Section 2: Personal Leave

Members will be entitled to three (3) days of personal leave during any fiscal year for imperative personal business which could not be effectively conducted outside school hours. Applications for personal leave must be submitted to the Superintendent-Director or designee on a personal leave form at least 24 hours prior to the date the applicant intends such leave to commence.

Effective at the conclusion of the 2017-2018 school year, unused personal days may be converted to sick time and accrued as such.

**ARTICLE XII
SALARIES**

Members shall be paid based upon the salary schedule attached hereto at Appendix A.

Notwithstanding anything contained on the salary schedule, the Superintendent shall have the right to establish the beginning salary and number of working days for any Administrator hired by the District after July 01,2012.

**ARTICLE XIII COURSE
REIMBURSEMENT**

The Committee shall provide a course reimbursement fund, non-accumulating, of \$9,000.00 per year, to be used by members of the Association to cover the costs of tuition and textbooks for courses they take at an accredited institution as part of a professional development plan pre-approved by the Superintendent-Director. The following limits shall apply: No more than \$1,600.00 shall be paid per course taken. Members shall be limited to reimbursement for one course per year, unless after all applications for reimbursement in a fiscal year have been made, monies remain in the account. In such case, the remaining funds will be distributed in an equitable manner, after consultation with the Association. Said courses to be taken shall be in the general area related to the applicant's assignment, and/or other courses only if deemed relevant by the Superintendent and approved by him in advance. Requests for reimbursement payments shall be made by April 30. Disbursement of available funds will be determined by the Superintendent-Director. Funds not used each year revert back to the general account.

**ARTICLE XIV GROUP HEALTH AND
LIFE INSURANCE**

The Committee agrees to provide Administrators with the same health and insurance plans as provided to all other employees of the District.

Effective July 1, 2009, the District will join the Group Insurance Commission ("GIC") pursuant to the provisions of M.G.L. c. 32B, §19 and the terms of an agreement reached between the District School Committee and the Public Employees Committee (hereinafter referred to as the "PEC Agreement"). As of the effective date of the District's inclusion in the GIC and for so long as the District continues to participate in the GIC under the provisions of §19, the provision of health insurance benefits shall not be governed by the terms of the parties' Collective Bargaining Agreement. A copy of the PEC Agreement is on file in the Superintendent's Office.

**ARTICLE XV WORKERS
COMPENSATION**

The Committee agrees to provide coverage for the members of the bargaining unit under the terms of the Massachusetts Worker's Compensation Act, M.G.L. c. 152.

**ARTICLE XX SEVERABILITY
AND WAIVER**

Section I: Waiver

Failure of either party to this Agreement to exercise its obligations hereunder, at any one time, shall not be a waiver of rights of such party to exercise such rights or obligations.

Section 2: Severability

If any article or section of this Agreement or application of this Agreement to any employee or group of employees shall be held to be invalid by operation of law by any tribunal or court of competent jurisdiction, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect for the duration of this Agreement.

**ARTICLE XXI
SCOPE AND EFFECT**

This Agreement constitutes the entire Agreement of the Committee and the Association, arrived at as a result of collective bargaining negotiations. No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the parties respective duly authorized representatives.

**ARTICLE XXII
DURATION**

This Agreement shall become effective July 1, 2017 and shall terminate on June 30, 2020.

In Witness thereof the Parties set their hands and Seals on this 24th day of April, 2018, at Canton, Massachusetts, and thereby agree to the terms and duration of this Agreement.

**BLUE HILLS REGIONAL SCHOOL
DISTRICT COMMITTEE**



Marybeth Nearen, DSC Chair

**BLUE HILLS ADMINISTRATORS
ASSOCIATION**



Thomas Cavanaugh, BHAA President

Appendix B

<http://www.doe.mass.edu/eval/model/>

Part III: Guide to Rubrics and Model Rubrics for Superintendent, Administrator and Teacher (*updated Dec. 2015*)

<http://www.doe.mass.edu/eval/resources/evalforms/>

<https://www.goteachpoint.com/>