

## **BRISTOL-PLYMOUTH REGIONAL TECHNICAL SCHOOL DISTRICT**

Agreement dated July 1, 2020 between the Bristol-Plymouth Regional Technical School District Committee (hereinafter referred to as the Committee) and the Bristol-Plymouth Administrators (hereinafter referred to as the Members).

### **ARTICLE I**

#### **SECTION 1 - EXCLUSIVE RECOGNITION**

In accordance with the certification of the Massachusetts Labor Relations Commission MCR 2713 the School Committee recognizes the Bristol-Plymouth Administrators Association as the sole and exclusive bargaining representative for all full time DESE credentialed administrators serving in a supervisory capacity excluding the Superintendent-Director, the Assistant Director/Principal, the School Business Administrator, and the Supervisor of Buildings, Grounds and Transportation and all other managerial, confidential, and casual employees.

#### **SECTION 2 - PARTICIPATION**

The Committee will advise all Administrators that the Bristol-Plymouth Administrators Association are their bargaining representative and will notify the Administrators in writing of the name, address and classification of each new Administrator covered by the Agreement. The Committee and the Members recognize the right of any employees listed below to become or not to become a member of the Association and will not discourage, discriminate or in any other way interfere with such Supervisor or Administrator in the exercise of these rights.

#### **MEMBERS**

Academic Coordinator  
Assistant Principal  
Guidance and Career Center Coordinator  
Nursing Programs Coordinator  
Program Administrator  
Pupil Services Administrator  
Special Education Coordinator  
Vocational Technical Coordinator

#### **SECTION 3 - TERM**

- A. The terms of this Agreement shall be from July 1, 2020 through and including June 30, 2023. If either party to this Agreement wishes to negotiate the terms of a successor Agreement they shall, on or before November 1, of the final year of the contract, give written notice to the other party of their wish to so negotiate.

- B. In the event no such written notice is given on or before November 1, of the effective final year of the contract, the terms and conditions of this Agreement shall continue for one (1) year commencing next July 1.
- C. In the event the parties commence negotiations for a successor Agreement as provided herein, and such negotiations are not concluded before June 30th, of the effective final year of the contract, then, in such event, the terms and conditions of this Agreement shall continue in full force and effect until a successor Agreement is executed; but in no event beyond the effective final year of the contract.

#### **SECTION 4 - NON-DISCRIMINATION**

Neither the Employer nor the Association will discriminate against any Member covered by this Agreement or applicant for employment because of age, race, color, creed, sex or national origin.

#### **ARTICLE II NEGOTIATION PROCEDURE**

Upon written notification, the School Committee and the Association agree to meet at mutually convenient times to bargain in good faith over wages, hours and conditions of employment.

#### **ARTICLE III GRIEVANCE PROCEDURE**

- A. Definition: For the purposes of this Agreement, a grievance will be defined as a dispute between an administrator covered by this Agreement or the Association and the Committee over the interpretation or application of an expressed written provision of this Agreement or an alleged inequitable or discriminatory treatment of a member of the bargaining unit.
- B. Procedure: Since it is important that grievances be processed as rapidly as possible, the number of days included at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
  - 1. Level One – An administrator covered by this Agreement who has a grievance shall discuss it with their direct supervisor either personally or through the appropriate representative within fifteen (15) regular working days from the date on which the incident giving rise to the grievance has occurred or when the administrator reasonably should have known of such incident.
  - 2. Level Two – If the grievant is not satisfied with the decision of the direct supervisor, or if no decision has been reached within ten (10) regular working days after the conference, an appeal may be made to the Superintendent by the grievant. Such

appeal shall be in writing, setting forth the details of the grievance, and the applicable provisions of this Agreement. The Superintendent shall confer with the grievant and/or the appropriate representative of the Association within ten (10) regular working days.

3. Level Three – If the grievant is not satisfied with the decision of the Superintendent or if no decision has been rendered within ten (10) regular working days, an appeal may be made to the School Committee at an executive session at the regularly scheduled meeting next following receipt of the written appeal. If the Association is not satisfied with the decision of the School Committee, it may, within fifteen (15) school days after the conference or receipt of the written decision, submit the grievance to arbitration as provided in this Agreement.

## **ARBITRATION**

The grievance shall be submitted to an arbitrator who shall be selected mutually by the parties. If the parties do not mutually select an arbitrator within ten (10) regular working days from the date of submission of the grievance to arbitration, then either party may request a list of five (5) arbitrators from the American Arbitration Association.

The arbitrator shall be bound by the written submission of both parties of the grievance. His/her decision shall not extend beyond said submission nor alter, amend, or modify the provisions of this Agreement. Nor shall the arbitrator render a decision which shall impinge upon any of the reserved rights and duties of the Committee.

## **ARTICLE IV SICK LEAVE**

- A. Sick leave shall be earned at the rate of one and one-half days a month during the member's first school year. Thereafter, eighteen (18) days for twelve month employees and fifteen (15) days for ten month employees shall be given on the second day of each school year. Each member will be allowed unlimited accumulation of sick leave.
- B. Sick leave to a limit of 230 days which has been accumulated by a member while in the employ of the Bristol-Plymouth Regional School District shall upon termination of such employment, except for dismissal, be reimbursed (in monies) at 45 percent portion of said sick leave which has been accumulated based on the members present yearly salary. Termination may also mean death. In such cases, the beneficiaries of such member will receive his or her benefits.
- C. All members of the Association shall be granted fully paid leave without loss of pay for absence caused by injuries, assault or battery sustained in connection with their employment by the Committee. The period of such leave shall cover the period of disability. Such leave shall not be charged against the Member's or Administrator's accumulated sick leave.

- D. A Sick Bank shall be established by the Members of the Bristol-Plymouth Regional Technical School on a voluntary basis. One day may be donated per year to be used in cases or emergency arising when a Member has exhausted his or her own sick days.
1. Effective July 1, 1978 a Sick Leave Bank will be maintained for the use by qualified members whose sick leave accumulation is exhausted through serious illness or accident, and who require additional leave to make full recovery from such illness or accident.
  2. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the Committee (not covered by another bargaining unit) to serve at its discretion and two (2) members designated by the Association.
  3. Qualified members of the Sick Leave Bank shall be limited to full time employees covered by this Contract who have been so employed for at least one (1) year, and who notify the Sick Leave Bank Committee in writing prior to July 1, of their desire to participate in the Bank for that year.
  4. Each qualified member shall have their sick leave accumulation reduced by one (1) day, and those days shall be deposited in the bank to be utilized by other Bank members who have exhausted their own individual sick leave both annual and accumulated and who still have a serious illness.
  5. Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from illness.
  6. Application for benefits may be made prior to the employee's exhaustion of his own personal sick leave to expedite benefits, but drawings upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded fifteen (15) consecutive days.
  7. The initial grant of sick leave by the Sick Leave Bank Committee to a qualified member shall not exceed twenty (20) days.
  8. Upon completion of the twenty (20) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. In no case shall any grant of days from the Bank extend from one school year to the next.
  9. Subject to the foregoing requirements, a majority of the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

No days may be withdrawn from the Sick Leave Bank for any reason other than a serious illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family.

10. Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the Collective Bargaining Agreement on the same basis as other employees.
11. Each time the Sick Leave Bank is exhausted during the applicable school year, all qualified members shall have their sick leave accumulation reduced by another day and that day shall be deposited in the Bank to be used as provided for in Section D.
12. At the beginning of each school year, a new Bank shall be created, and it shall be governed by the rules and procedures set forth above. Any Supervisor or Administrator who was a member of the Sick Leave Bank during the preceding school year will be deemed to be a member of the new Bank unless said Supervisor or Administrator notifies the Sick Leave Bank Committee in writing of his/her desire not to participate and not to have a day deducted prior to September 15 of the current school year. Any full-time employee covered by this Contract who fulfills the requirement of having been so employed for at least one (1) year, and who was not a member of the Sick Leave Bank during the preceding school year, may join the new Bank provided said employee notifies the Sick Leave Bank Committee in writing before September 15 of the current school year of his/her desire to participate in the Bank for that year.

## **ARTICLE V PERSONAL LEAVE**

At the discretion of the Superintendent, members may be given permission to use three (3) personal absences per year.

Application for personal leave will be made at least seventy-two (72) hours before taking such leave (except in the case of emergencies) and must be approved by the Superintendent. In exceptional cases, the Superintendent may extend the above. Unused personal days shall be added to an administrator's accumulated sick days.

## **ARTICLE VI FUNERAL LEAVE**

Whenever a member shall be absent from duty because of a death in the immediate family, there shall be no deduction in salary for an absence not in excess of five (5) working days. Step family is considered immediate family. Members of the immediate family shall be defined as father, mother, brother, sister, parent-in-law, or near relative who resides in the same household or any person with whom the employee had made his or her home. For the death

of a spouse or child, the member shall be afforded five (5) working days with pay. Whenever a member is absent due to the death of a near relative, there shall be no deduction in salary for up to three (3) days. A near relative shall be defined as a first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. Members shall be allowed one (1) day of leave with pay in the event of the death of a close personal friend residing in the same household.

**ARTICLE VII  
SUPPLEMENTAL BENEFITS**

**A. GROUP HOSPITALIZATION AND LIFE INSURANCE**

The Committee shall provide 85% payment of the cost of premiums for Blue Cross and Blue Shield, and 85 % payment of the cost of premiums for a \$4,000 life insurance policy. The Committee will contribute fifty (50%) percent of the cost of premiums for Group Health Insurance for members who retire from Bristol-Plymouth pursuant to the appropriate state, county or municipal retirement system.

Members who do not avail themselves of the health insurance benefits provided by this section shall be paid an annual stipend of one thousand dollars (\$1,000). Payment will be made in the final payroll of the school year.

**B. PENSIONS**

The parties agree that all provisions of the Massachusetts Contributory Retirement Program shall be made a part of this Agreement.

**C. WORKER'S COMPENSATION**

The Committee agrees to provide coverage for the members of the bargaining unit under the terms of the Massachusetts Worker's Compensation Act, General Laws of the Commonwealth of Massachusetts, Chapter 152.

**D. LONGEVITY**

All members represented by the Association, after having been employed by the District for five consecutive years, shall be paid a longevity payment according to the following schedule:

<u>Years of service</u>	<u>2020-2023</u>
6-10 years	\$2,250.00
11-15 years	\$3,000.00
16-25 years	\$3,500.00
26+ years	\$4,000.00

Longevity will be paid in a lump sum the first pay period in December.

**E. DENTAL**

The Committee agrees to pay fifty (50 %) of the cost of the Delta Dental Plan. Participating members will pay fifty (50%) of the premium.

Retired members may participate in the dental insurance plan by paying fifty percent (50%) of the cost.

**F. MILEAGE**

Members using their own vehicles on school related trips shall be compensated at the current mileage rate. A member is entitled to use a school vehicle to conduct any necessary school business before, during or after regular school hours at the discretion of the Superintendent.

**G. CONTINUOUS EMPLOYMENT**

A member who has served in his/her position for three consecutive years shall not be dismissed or demoted except for just cause.

**H. RETIREMENT NOTICE**

Upon written notice of intent to retire received at least one (1) year prior to the effective date a member will receive additional compensation as follows:

An additional sum of ten (10%) percent on the base salary for up to a maximum of one (1) year.

If an administrator fails to retire at the specified date, the stipend will be returned to the District by withholding equal amounts of money from the regular paychecks so that the sum shall be repaid within one (1) year.

**ARTICLE VIII  
HOLIDAYS**

All Members covered by this Agreement shall be granted the following holidays with pay: New Year’s Day, Martin Luther King Day, Washington’s Birthday, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas.

**ARTICLE IX  
WORK YEAR**

**A.** The work year of employees covered by this agreement shall be determined by the Superintendent. The current ten month Administrators shall have their work year increased to 210 days.

- B. All Members work hours for the school year and for the summer are to be determined by the Superintendent. When tuition-based evening health related programs are offered, the Nursing Programs Coordinator will be required to supervise and run said programs.
- C. When 10 month Administrators work beyond the requisite number of days, the per diem value of a work day shall be calculated using each Administrator's actual work year.

Upon request by the Superintendent, all administrators will submit an annual report.

## **ARTICLE X VACATION**

Twelve (12) month employees shall receive 23 vacation days per year. Twelve (12) month employees with ten (10) years of employment shall receive 25 vacation days per year. Twelve (12) month employees with twenty (20) years of employment shall receive 27 vacation days.

Twelve (12) month employees may request a buy-back of up to five (5) unused vacation days annually.

Twelve (12) month employees may request to carry over up to five (5) unused vacation days annually.

## **ARTICLE XI PROFESSIONAL IMPROVEMENT**

Each member of the unit will be required annually to meet professional improvement requirements as set forth by the Superintendent. Professional improvement may take the form of additional training, seminars, upgrading skills in any area pertaining to the members' position or any special project or assignment.

Upon successful completion of an approved professional improvement program each member will be reimbursed for actual costs up to, but not to exceed, Two Thousand Five Hundred (\$2,500.00) Dollars.

## **ARTICLE XII REDUCTION IN FORCE**

In the event that the School Committee determines that a reduction in the number of employees covered by Article I. of the Collective Bargaining Agreement between the Committee and the Association, or that certain positions as defined in the Agreement either not be filled or not funded, the following procedures will be followed:

- a. If the Superintendent determines that it is necessary to reduce the number of administrators covered by the Collective Bargaining Agreement, or to eliminate or not fund a position, it shall first attempt to accomplish said reduction by attrition.



- b. An Administrator who has been employed for three (3) years and is not on probation shall not be terminated or laid off if there is an administrator whose position the administrator with three (3) years is qualified to fill.
- c. In the event a reduction or redefinition cannot be accomplished pursuant to Sections a. and/or b. above and an administrator with three (3) years employment will be terminated, the Superintendent shall notify the administrator with the least seniority within the affected discipline, in writing, that he/she is to be dismissed effective the first day of September next.
- d. When a reduction in force or a re-organization or elimination is to take place, the Committee shall give written notice to the affected administrator at least thirty (30) days, exclusive of customary vacation periods, prior to the Vote of the School Committee concerning the status of the administrator to be affected by the action.
- e.
  - 1. An administrator covered by the Collective Bargaining Agreement who has been notified that he/she is to be placed on lay off or their job has been eliminated or that position has been eliminated or not funded may, within five (5) calendar days of said notification, inform the Superintendent in writing that he or she wishes to displace an administrator with less seniority than he/she within a discipline in which he/she is qualified as defined in a subsequent paragraph of this Article. The administrator who wishes to displace another administrator with less seniority than he/she in a discipline in which the displacing administrator is qualified may do so provided said administrator has previously acted in that capacity.
  - 2. If the affected administrator requests within ten (10) calendar days of the date of the notification in Paragraph D. above, and is granted a leave of absence without pay or increment as a result of said action pursuant to the provisions of this paragraph, said leave shall continue for the recall period unless otherwise terminated.
  - 3. When an administrator covered by the Collective Bargaining Agreement who has not been dismissed, has been granted a leave of absence as a result of layoff in accordance with the provision of this section of the Contract, said administrator shall be placed on a recall list for a period of twenty-four (24) calendar months from the effective day of the layoff.
  - 4. An employee granted the leave set forth in E. (2) above shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of his or her layoff provided, however, that the administrator pays the entire cost of said insurance in quarterly payments in advance of the premium due, and there shall be no contribution by the Committee for such administrator's insurance.
  - 5. During said recall period, administrators laid off or terminated under this paragraph shall be given priority in the event that a position within the bargaining unit becomes open on a temporary basis provided the administrator is qualified in the position for which a substitute is required.

6. The administrator, during the period of recall, shall inform the Superintendent of Schools of his or her current mailing address and any other circumstances which could affect his or her recall status.
7. In the event that the Committee determines to re-establish the eliminated positions or in the event that other vacancies occur which the Committee decides to fill with administrators who have been placed on layoff status who are qualified for the available position and who are in recall status shall be notified by certified mail that such a position is available. The administrator so notified shall, within 30 calendar days from the date of the receipt of the notice, respond in writing by certified mail of their intention to return or not return to the school system. Upon the expiration of said 30 days if the Superintendent has not been notified by said administrator or if the administrator has given notice of his or her intention not to return, then, in such event, said Superintendent shall terminate the leave of absence and the administrator shall be considered to have resigned from the school system.
8. The Superintendent shall assign the most senior qualified administrator among those notified in paragraph 7 to the available position provided said administrator was placed on layoff from that position and provided that said administrator has complied with the provisions of paragraph 7. If among those notified in paragraph 7, there is no administrator who was acting in that capacity of the position immediately prior to being placed on layoff, the Superintendent shall assign the most senior qualified administrator among those notified in paragraph 7.
9. Those administrators who have complied with paragraph 7 above and who have not been assigned in accordance with paragraph 8 above shall continue in recall status consistent with paragraph E (3) above.
10. In the event of a layoff or dismissal or elimination of job pursuant to this Article, no duties performed by members of the bargaining unit may be performed by persons not in the bargaining unit except to the degree consistent with the practices in effect on the effective date of this Article.

**ARTICLE XIII  
PAY SCALE**

<b>12 Month Employees</b>			
	Years 1-3	Years 4-6	Years 7+
Ratio*	1.18	1.23	1.28
<b>10 Month Employees</b>			
	Years 1-3	Years 4-6	Years 7+
Ratio*	1.10	1.13	1.16
<b>Administrator Not Yet Licensed with DESE Administrative Educator License</b>			
	<b>12 Month Employee</b>		
Ratio*	1.12		
	<b>10 Month Employee</b>		
Ratio*	1.08		

**\*NOTE: Ratio is based on the highest salary of the Teachers' Salary Schedule.**

Effective July 1, 2020, all current Association Members shall be placed on the Years 7+ column of the Pay Scale.

For any Member hired on or after July 1, 2020, the Superintendent may consider previous administrative experience and place new Members on the Years 4-6 or 7+ column of the Pay Scale at the Superintendent's discretion.

Regular compensation shall include an annual payment of (outlined below) by the COMMITTEE.

<b>SCHEDULE BASED ON YEARS IN ADMINISTRATIVE POSITION</b>	<b>STIPEND</b>
Years 1 through 5	\$1,500
Years 6 through 10	\$2,000
Years 10 - 15	\$3,000
Years 16 +	\$4,000

**ARTICLE XIV**

It is understood and agreed that all final policy decisions are made by the Superintendent and the School Committee.

IN WITNESS WHEREOF, the parties have caused their names to be described by their authorized officers and representative, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BRISTOL-PLYMOUTH REGIONAL  
TECHNICAL SCHOOL DISTRICT COMMITTEE

BRISTOL-PLYMOUTH ADMINISTRATORS

\_\_\_\_\_  
[REDACTED], Chair

\_\_\_\_\_