

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE EAST BRIDGEWATER
SCHOOL COMMITTEE**

AND

**THE EAST BRIDGEWATER
ASSISTANT PRINCIPALS ASSOCIATION**

July 1, 2018 – June 30, 2021

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ARTICLE 1-RECOGNITION AND DEFINITIONS

A. Recognition

For purposes of collective bargaining, with respect to wages, hours, standards of productivity and performance and other conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent and representative of all Assistant Principals employed by the Committee but excluding all other employees of the Committee.

B. Definitions

1. The term "Committee," as used in this agreement, refers to the East Bridgewater School Committee.
2. The term "Association," as used in this agreement, refers to the East Bridgewater Assistant Principals Association.

ARTICLE 2 – RIGHTS AND OBLIGATIONS OF THE SCHOOL COMMITTEE AND THE ASSOCIATION

- A. Nothing in this contract shall be deemed to derogate from or impair any right, power, or duty heretofore possessed by the Committee under the laws of the Commonwealth of Massachusetts and the policies of the East Bridgewater School Committee as amended, except where such right, power, or duty is specifically limited by this contract.
- B. If any provision of this contract or any application of the contract to any employee or group of employees shall be found contrary to law, then such provision 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.
- C. If a new bargaining unit position is established or if there is a reorganization of positions within a bargaining unit, the Committee will negotiate with the Association concerning mandatory subjects of bargaining.

ARTICLE 3 -GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A grievance is an alleged violation of this agreement.
2. Days - Days shall mean school days except during the summer recess when days shall mean days when the Superintendent's Office is open.

- B. 1. All formal grievances shall be in writing and shall specify the nature of the grievance, article or articles violated, and remedy sought. The grievance shall identify the grievant(s).
2. Representatives of the Association shall have the right to represent individual grievants or a group of grievants at every level of the Grievance Procedure. However, an employee may present a grievance to the employer and have such grievance heard without the intervention of the Association provided that the Association is afforded the right to be present at all grievance hearings and that no settlement inconsistent with the terms of the contract be effected.
- C. The purpose of the Grievance Procedure is to produce prompt and equitable solutions to those problems, which from time to time may arise. The Committee and the Association desire that the stated Grievance Procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.
- D. Procedure

Level One --Informal Conference

Before a formal written grievance is filed, the employee(s) will inform the principal or the superintendent (depending on whose action the employee feels has violated the agreement) within ten (10) days of the occurrence of the action or the date of the employee's first knowledge of the action which the employee feels is a violation of the agreement. The employee(s) and the principal or superintendent will then meet within the next five (5) days to attempt to resolve the matter. If no resolution is reached within five (5) days of the meeting, the employee(s) may file a formal grievance pursuant to Level Two or Level Three (see Level Two language below). If it is to be pursued, such formal grievance must be filed within ten (10) days of the informal conference.

Level Two -- Formal Grievance --Superintendent Level

If the informal conference was held with the principal, and if no resolution is reached, the employee(s) may file a formal grievance with the Superintendent. If the informal conference was held with the Superintendent, then the formal grievance will be filed at Level Three with the School Committee. If the grievance is filed with the Superintendent, the Superintendent shall meet with the grievant(s) to discuss the allegations within ten (10) days of receipt of the grievance, and the superintendent will render a written decision within ten (10) days of the Level Two meeting. If the grievant(s) is/are not content with the Level Two decision, the grievant may appeal such decision in writing to the School Committee within ten (10) days of the receipt of the Level Two decision.

Level Three -- Formal Grievance -- School Committee Level

If a grievance is submitted at Level Three, the Committee and the grievant(s) will meet at the next or at the second next scheduled School Committee meeting. Within fifteen (15) days of said meeting, a written response will be sent to the grievant(s).

Level Four --Arbitration

If the grievance has not been resolved at Level Three to the satisfaction of the grievant(s) or the Association, the Association may submit the grievance for arbitration to the American Arbitration Association in accordance with its rules within fifteen (15) days of the Level Three decision. The arbitrator's decision will be final, binding, and in writing and will set forth findings of fact, reasoning and conclusions on the issues as submitted by the parties. The arbitrator is without authority to render a decision which requires the commission of an act prohibited by law or in violation of the terms of this agreement. All costs for the arbitrator shall be borne equally by the parties.

- E. 1. If a grievance is not initiated or appealed in accordance with this Grievance Procedure, the grievance shall be deemed waived.
- 2. No written document or record relating to any grievance shall be filed in the personnel folder of any employee.
- 3. The time limits herein may be extended by mutual agreement of the parties.

ARTICLE 4 -WORK YEAR AND WORK DAY

- A. The work year for Assistant Principals in Grades PreK-6 shall consist of 200 days.
- B. The work year for the Assistant Principal(s) in grades 7-12 shall consist of 210 days.
- C. The work year of Assistant Principals hired on or after July 1, 2018 shall consist of 215 days
- D. By mutual agreement of the Assistant Principal and the Principal and with the approval of the Superintendent, Assistant Principals may work days beyond the regular work year. Said days will be paid on a per diem basis. Except for extenuating circumstances, Assistant Principals will not be required to work during Christmas, February, or April vacations.

- E. While the Assistant Principals recognize that there are times when their presence at School Committee meetings is necessary, Assistant Principals should not be required to attend every School Committee meeting. Instead, their attendance will not be required unless their active participation is deemed necessary by the Principal or Superintendent.

ARTICLE 5 - TERMINATION

Assistant Principals may terminate their employment by giving the Superintendent sixty (60) days' notice, in writing, of such termination. Assistant Principals who have not completed three (3) consecutive years may be non-renewed at the conclusion of a contract year if the Superintendent gives written notice at least sixty (60) days in advance.

Assistant Principals who have served in the same capacity for three full consecutive school years will not be dismissed except for just cause and except in compliance with the provision of MGL Chapter 71 section 41.

ARTICLE 6 -DUTIES

The Assistant Principal shall be responsible for assisting the Principal in the administration of the instructional program and all business affairs of his/her school, subject to Massachusetts General Law and School Committee policy. The Assistant Principal shall make recommendations to the Principal concerning policies governing instructional and business affairs, and shall have authority to assist the Principal subject to Massachusetts General Law, School Committee policy, supervision and direction of the Principal, Superintendent, and any legally binding contracts of the School District.

ARTICLE 7 -REIMBURSEMENT FOR EXPENSES

The School Committee shall reimburse the Assistant Principal for expenses reasonably incurred in the performance of his/her duties under this contract. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate local, state, and national meetings and conferences approved by the Superintendent. Payment for mileage expense shall be at the applicable IRS rate per mile.

ARTICLE 8 -PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

- A. The East Bridgewater School District will be responsible for the cost of courses/professional development mandated by the Massachusetts Department of Elementary and Secondary Education
- B. Dues for membership in one State and one National professional organization, excluding labor organizations, will be fully paid upon request and with the prior approval of the Superintendent.
- C. Reimbursement will be made for reasonable expenses for an Assistant Principal's participation in workshops, conferences, conventions and other career enhancement programs taken at colleges, universities and professional associations with the prior approval of the Superintendent.

ARTICLE 9 -INSURANCE AND ANNUITY PLAN

- A. 1. Effective July 1, 2014 the Town of East Bridgewater and the East Bridgewater Public Employee Committee have entered into a M.G.L. Chapter 32B, section 21-23 agreement for the purpose of providing health insurance coverage for subscribers through the Group Insurance Commission of the Commonwealth of Massachusetts.

The premium contribution rates for the health insurance plans shall be as follows:

<u>Plan</u> <u>Contribution</u>	<u>Employee's Premium</u>
Indemnity Plan	50%
PPO Plans	40%
HMO Plans	30%
Medicare Supplement Plans	30%

- 2. In the event that Unit A ratifies changes to health insurance premium splits different than those listed above, the parties will reopen this agreement, limited to Article 9, Subsection A.1 to discuss similar changes for the Assistant Principals.
- 3. The school committee further agrees it will pay fifty percent (50%) of the group life insurance and group dental plan.
- 4. Any claims or disputes concerning eligibility for or payment of benefits under any of said insurance plans shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance procedure of this agreement.

5. If any claims or disputes arise relevant to the terms of Section 1 & 2 above, any legal action must be taken against the Town of East Bridgewater.
 6. Further it is understood that any increase in benefits need not be negotiated.
- B.
1. Assistant Principals will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370.
 2. If any claims or disputes arise relevant to this section B, except for administrative tasks performed by the School Department, any legal action must be taken against the Town of East Bridgewater.

ARTICLE 10 -TEMPORARY LEAVES OF ABSENCE

- A. Assistant Principals will be entitled to the following temporary leaves of absence with pay each school year:
1. a Personal Reasons: A full time employee may be allowed two (2) days' absence each school year (1A days) without the loss of pay for reasons approved by his/her Principal, with such approval not being unreasonably withheld. Such approval shall be granted for the following reasons: 1) Business, 2) Family obligations, 3) Legal, 4) Personal, 5) Religious. When an employee requests one of these days, he or she must refer to one of these categories. Application for personal leave must be made at least twenty four (24) hours before taking such leave except in the case of an emergency. If a personal day is needed and it extends a vacation period, the School Committee shall rule on its validity. Factors to be considered by the Assistant Principals in making application for personal leave and by the Principal in considering such application will be the degree of obligation involved, the possibility of postponement of the situation, and the effect upon the school program. These days may be taken in half-day portions.
 1. b Personal Reasons: A full time employee may be allowed two (2) personal days each school year (1B days) without the approval of the Principal and without the loss of pay and may not be used to extend a vacation period.
 2. Up to five (5) days at any one time in the event of death or impending death of an Assistant Principal's spouse, son, daughter, mother, father, brother, sister, grandmother, grandfather, spouse's grandmother or

grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son- in-law or anyone residing in the same household. Bereavement for people not listed above may be taken with the prior approval of the Superintendent or designee.

3. In the event that any Assistant Principal is required to perform and does perform jury service, the Assistant Principal shall be compensated the difference between compensation received from performing such service and the Assistant Principal's regular salary, provided the Assistant Principal furnished appropriate evidence from the court of such service, and has made every effort to schedule such service during a school vacation.
 4. Assistant Principals who are required as witnesses for an arbitration will be excused from work by the Superintendent or his/her designee.
- B. Leaves taken pursuant to Section A above will be in addition to any sick leave to which the Assistant Principal is entitled.

ARTICLE 11 -EXTENDED LEAVE OF ABSENCE FOR HEALTH REASONS

- A. After five (5) years of continuous employment in the East Bridgewater School System, an Assistant Principal may be granted a leave of absence by the School Committee, without pay, for up to one year for health reasons. Additional leave may be granted at the discretion of the Committee. Requests for such leave must be in writing and must be supported by appropriate medical evidence. Periodic written updates must be provided at least every sixty (60) days concerning prognosis and likely date of return to work.
- B. Maternity leave of up to one (1) year will be granted without pay or increment except that the assistant principal will be able to use accumulated sick leave for that portion of the leave during which she is disabled. An assistant principal who becomes pregnant shall notify her principal in writing as soon as pregnancy has been determined. Continued employment will normally be possible until the individual and her medical advisor shall determine that said employment must terminate due to the physical condition of the individual or until she is unable to perform her duties competently. The East Bridgewater School System and its officers, collectively and individually, shall in no way be held liable for any detrimental effects upon the assistant principal or child by virtue of the continued employment of the assistant principal.

Adoption leave of up to one (1) year will be granted without pay or increment.

- C. Upon return from such leave as set forth in Section A above, an Assistant Principal shall have restored to him/her upon his/her return:
1. His/her place on the salary schedule, commencing with the next highest step from that at which he/she was at the time his/her leave of absence commenced, if the return to work is in a contract year subsequent to the year in which the Assistant Principal left.
 2. His/her unused accumulated sick leave.

ARTICLE 12 -SABBATICAL LEAVE

Assistant Principal will need approval from Superintendent or Assistant Superintendent for degree advancement (Doctorate) to be able to utilize work year time. Example: Class offered on Friday evening, Assistant Principal needs travel time. Class offered during scheduled work year or work day.

ARTICLE 13 -SICK LEAVE

- A. Assistant Principals shall be entitled to fifteen (15) days of sick leave for each year. Assistant Principals hired on or after July 1, 2018 will be entitled to ten (10) days of sick leave for each year. All Assistant Principals shall be entitled to the appropriate number of days as of the first official day of the said school year, whether or not they report for duty on that day. Unused sick leave shall be cumulative. The Assistant Principals will be entitled to maintain all previously accumulated sick leave on the effective date of the contract.
- B. The Assistant Principal may use sick leave days for up to ten (10) days to care for sick members of the immediate family. The sickness should be in the nature of an emergency.
- C. Upon an Assistant Principal's final and permanent employment separation from the school system (not just the bargaining unit) for any reason other than termination for cause consistent with any applicable statues and collective bargaining agreements, the Assistant Principal, so long as he/she has at least fifteen (15) years in the system in pay status when so separated, will be compensated for up to a maximum of twenty-five (25) buyback days at rate of his/her salary at time of separation period. In the event death is the reason for the Assistant Principal's separation, the buyback will be paid to the Assistant Principal's estate.

ARTICLE 14- SICK LEAVE BANK

A sick leave bank shall be established whereby Administrators with at least one full year of employment in the East Bridgewater Public Schools may participate by depositing up to ten (10) days of their accumulated sick leave each year. The operation of the bank and the withdrawals therefrom shall be carried out in accordance with the following guidelines.

1. All deposits to the sick leave bank are to be voluntary.
2. All deposits must be in writing no later than October 15 each year.
3. Only those who have deposited to the bank may be permitted to withdraw from the bank.
4. All written requests for withdrawal from the bank must be accompanied by the reason, and approval will be made by the Professional Administrator's Sick Leave Bank Committee. This committee will be composed of two (2) members of the Administrative Team and the Superintendent.
5. The number of days left in the bank will be cumulative from year to year to an unlimited number.
6. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave:
 - a. adequate medical evidence of serious illness
 - b. prior utilization of all eligible sick leave
 - c. propriety of use of previous sick leave
7. The number of days requested from the bank must be specified at the time of initial request. It may not exceed thirty (30) days.
8. Any request for extension of days after the initial request from the bank will be reviewed by the Sick Leave Bank Committee and granted accordingly.
9. No days may be withdrawn from the sick leave bank for use by any other reason than illness.

ARTICLE 15 -DUES - DEDUCTIONS

- A. The Committee agrees to instruct the Town Treasurer to deduct, as permitted by the General Laws of Massachusetts, from the salaries of its employees dues for the East Bridgewater Assistant Principals Association, Massachusetts Teachers

Association or the National Educational Association, as said Assistant Principals individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to such association or associations. Employee authorizations will be in writing in the form set forth below:

DUES AUTHORIZATION CARD

Name _____

Address _____

I hereby request and authorize the East Bridgewater School Committee to deduct from my earnings and transmit to the associations checked below an amount sufficient to provide regular payment of the membership dues as certified by such association in monthly payments throughout the months of October through June and for succeeding years. I understand that the Committee will discontinue such deduction for any school year only if I give the Committee sixty days advance written notice to do so. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Committee and all of its officers from any liability thereof.

Employee Organizations:

East Bridgewater Assistant Principals Association
Massachusetts Teachers Association
National Education Association

Date _____ Employee's Signature _____

- B. Each of the Associations named in Section A above will certify to the Committee in writing the current rate of its membership dues. Any Association that will change the rate of its membership dues will give the Committee thirty days' written notice prior to the effective date of such change.
- C. Deductions referred to in Section A above will be made in installments, as determined by the payroll officer of the Committee (or his/her designee) and the Treasurer of the Association (or his/her designee), on the first pay day of each month starting in October and continuing for a total of nine payments. The Committee will not be required to honor for any month's deduction any authorizations that are delivered to it later than two weeks prior to the distribution of the payroll from which the deductions are to be made.
- D. In order to provide a tax-sheltered annuity plan and/or a payroll savings plan, the Committee agrees to allow employees who enroll in such plans to have specified amounts deducted from their compensations. Such individuals will agree to assume any additional expense involved. The Committee agrees to the direct

deposit of Assistant Principals' paychecks in a Massachusetts bank or credit union of their choice that offers this service.

- E. Any Assistant Principal desiring to have the Committee discontinue deductions he/she has previously authorized must give the Committee and the Treasurer of the Association sixty days' advance written notice.

ARTICLE 16 – PERFORMANCE:

Assistant Principals will meet with the principal no later than November 1st to discuss and formalize their goals for the year.

Assistant Principals will meet with the principal no later than June 1 to discuss their performance evaluation. Assistant principals who have not completed three (3) consecutive years will meet with the principal no later than May 1 to discuss their performance evaluation.

Assistant Principals will be evaluated annually by their Principals using the new Evaluation Instrument being developed jointly by the Administration in which upon approval by the Superintendent of Schools will be included in the contract.

ARTICLE 17

1. SALARY SCHEDULE FOR ASSISTANT PRINCIPALS HIRED PRIOR TO JULY 1, 2018

SALARY GRID A

2018-2019	SALARY
Central School	\$106,776
Middle School	\$115,347
High School	\$104,352

2019-2020	SALARY 2% increase
Central School	108,911
Middle School	117,654
High School	106,439

2020-2021	SALARY 2% increase
Central School	111,089
Middle School	120,007
High School	108,568

2. SALARY SCHEDULE FOR ASSISTANT PRINCIPALS HIRED ON OR AFTER JULY 1, 2018

SALARY GRID B

Years of Service

Starting	\$90,000
1	\$91,800
2 or more	\$93,636

ARTICLE 18 - ENTIRE AGREEMENT

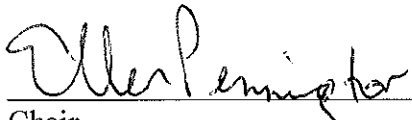
This contract embodies the whole agreement between the Superintendent and the Assistant Principal and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by mutual agreement, and any such change shall be reduced to writing and signed by an authorized representative of the Committee and the Association.

ARTICLE 19 - DURATION

Unless otherwise specified, the terms and conditions of this contract will become effective upon ratification and execution, and it will remain in force through June 30, 2021. It shall thereafter automatically renew itself for successive terms of one year each, unless, by the January 15th next prior to the expiration of the Agreement, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Agreement.

Signed on the below stated date(s). The signature below indicates that this agreement has been ratified by the School Committee and by the Association respectively.

East Bridgewater School Committee


Chair

6/20/18
Date

East Bridgewater Assistant Principals Association


President

6/20/18
Date

Appendix A

To be negotiated, Article 16 (Performance) Paragraph 3