

AGREEMENT
BY AND BETWEEN THE
BROCKTON SCHOOL COMMITTEE

AND THE
INDEPENDENT BROCKTON ADMINISTRATIVE ASSISTANTS

AND
TECHNICAL EMPLOYEES ASSOCIATION
(IBAA-TEA)

JULY 1, 2019 – JUNE 30, 2022

TABLE OF CONTENTS

| ARTICLE | | PAGE |
|------------|--------------------------------|------|
| I | RECOGNITION | 1 |
| II | DISCIPLINE AND DISMISSAL | 2 |
| III | NEGOTIATION PROCEDURE | 2 |
| IV | GRIEVANCE PROCEDURE | 3 |
| V | SALARIES | 7 |
| VI | EMPLOYMENT | 10 |
| VII | EVALUATIONS | 12 |
| VIII | TEMPORARY LEAVES OF ABSENCE | 13 |
| IX | WORKERS' COMPENSATION BENEFITS | 14 |
| X | INSURANCE ANNUITY PLAN | 15 |
| XI | COMPLAINT PROCEDURE | 17 |
| XII | PROTECTION | 18 |
| XIII | EXTENDED LEAVES OF ABSENCE | 18 |
| XIV | STRIKES AND PUBLIC PRESSURE | 20 |
| XV | SICK LEAVE | 20 |
| XVI | PROMOTIONS | 23 |
| XVII | HOURS OF WORK | 24 |
| XVIII | LONGEVITY | 27 |
| XIX | GENERAL | 28 |
| XX | LEGAL HOLIDAYS AND JURY DUTY | 29 |
| XXI | DUES DEDUCTION | 31 |
| XXII | EVENING SCHOOL PAY | 32 |
| XXIII | SCHOOL MAIL | 32 |
| XXIV | USE OF SCHOOL BUILDINGS | 33 |
| XXV | SENIORITY | 33 |
| XXVI | FINAL STEP INCREASE PLAN | 35 |
| XXVII | UNION BUSINESS | 36 |
| XXVIII | COMMITTEE RIGHTS | 36 |
| APPENDIX A | SALARY SCHEDULES | 38 |

CONTRACT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this CONTRACT is made and entered into this 15th day of October, 2019, by the SCHOOL COMMITTEE OF THE CITY OF BROCKTON (hereinafter referred to as the "Committee") and the INDEPENDENT BROCKTON SCHOOL ADMINISTRATIVE ASSISTANTS AND TECHNICAL EMPLOYEES ASSOCIATION (hereinafter referred to as the "Association").

The intent and purpose of this Agreement is to create and maintain a harmonious work environment and to promote cooperative labor-management relations. The Committee recognizes the value of the employees covered by this Agreement and the value of the work they perform. The Committee and its representatives agree to act at all times in such a manner as to maintain and encourage the professional character and standing of all employees and to assure proper dignity and respect to all employees. This paragraph is not subject to the grievance procedure.

ARTICLE I **RECOGNITION**

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent of all Administrative Assistants, and all Information Technology Department Employees ("IT Department Employees") employed by the Committee excluding the Confidential Administrative Assistants to the Superintendent, Confidential Administrative Assistant to the Deputy Superintendent, Confidential Administrative Assistant to the Executive Director of Human Resources, Confidential Administrative Assistant to the Executive Director of Financial Services, Confidential Administrative Assistant to the Executive Director for Curriculum, Confidential Administrative Assistant to the Executive Director of Elementary Education, the Confidential Administrative Assistant to the Executive Director for Pupil Personnel, and the Confidential Administrative Assistant to the Executive Director of Accountability, Planning & Technology and Community Schools, Supervisor of Certified Payroll and Supervisor of Non-certified Payroll and the Director of the IT Department. The word "Administrative Assistants" as used herein shall mean and include all persons employed by the Committee who perform secretarial duties in the Brockton Public Schools whether or not any such persons perform any educational or instructional services as a part of their duties.

The Committee agrees not to negotiate with any representative of the Administrative Assistants, and the IT Department Employees other than the Association for the duration of the Contract.

ARTICLE II
DISCIPLINE AND DISMISSAL

Association Members shall be entitled to the following provisions:

1. Prior to the dismissal of any member of the Association, the Committee agrees to confer with said member, state the reason for the dismissal and acquaint the member with his/her rights. At the request of said member, a designated officer of the Association may be present at the conference.
2. No Association Member will be disciplined, reprimanded, or reduced in rank or compensation without Just Cause.

ARTICLE III
NEGOTIATION PROCEDURE

- A. The parties agree that no later than November 15, 2021 they will enter into negotiation for a successor Agreement. If negotiations for a successor Agreement are not completed by June 30, 2022, this Agreement will continue in effect until negotiations are completed, but in no event later than December 31, 2022 and any Agreement reached will be retroactive to July 1, 2022. Such negotiation will include any matters covered by this Agreement and any other matters which the parties mutually agree are negotiable or which are by law held to be negotiable. Any Agreement so negotiated will apply to all Association members covered by this Agreement, and will be reduced to writing and signed by the Committee and the Association.
- B. During negotiations, the Committee and the Association will present relevant data, exchange points of view and make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.
- C. Either party may, upon thirty (30) days written notice to the other, reopen for negotiations on any mutually agreed upon negotiable subject not covered by this Agreement.
- D. Before the Committee adopts a change in policy which affects wages, hours or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Committee will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Committee, provided that it files such a request with the Committee five (5) days after receipt of said notice.
- E. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this

Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- F. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE IV **GRIEVANCE PROCEDURE**

A. Definition

1. A "grievance" is defined as a complaint by the Association, an Association member or a group of members, based upon an alleged violation of or variation from the provisions of the Agreement or the interpretation or application thereof.
2. A "party in interest" is the person or persons making the claim, the Association, the Committee, and/or any person who might be required to take action or against whom action might be taken in order to resolve a claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the working conditions of Association members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any Association member having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. At the option of the Association member, the Association will be given the opportunity to be present at the final adjustment and to state its views.

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.

Level 1

An aggrieved employee or group of members shall first submit his/her/their grievance in writing to his/her/their immediate supervisor, either directly or through the Union's representative, with the objective of resolving the matter informally. The written grievance shall contain the following: the name, assignment, and telephone number of the grievant(s); the specific provision or provisions of the agreement claimed to be violated, to the extent known; a summary of the facts involved, to the extent known; and the relief desired. The immediate supervisor shall attempt to adjust the grievance and shall advise the aggrieved employee in writing of his/her decision concerning the grievance within ten (10) working days after the grievance has been presented to him/her. A grievance which is not presented by an employee to his/her immediate supervisor within twelve (12) workdays after the occurrence of the alleged cause of the grievance or after the date of first knowledge of the occurrence by any employee affected shall be deemed to have been waived.

Level 2

- (a) If the aggrieved person or persons are not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within ten (10) work days after the presentation of the grievance, the grievance may be filed in writing with the Superintendent or his / her designee within ten (10) work days after the receipt of the Level One decision or within twenty (20) work days of the presentation of the grievance at Level One, whichever is sooner.
- (b) The Superintendent or his / her designee will represent the administration at this level of the grievance procedure. Within ten (10) workdays after receipt of the written grievance, the Superintendent or his designee will meet with the aggrieved person or persons in an effort to resolve it.
- (c) If an Association member or group of members does not file a grievance in writing with the Superintendent or his / her designee within thirty (30) work days after the Association member or group of members knew or could with diligence have known of the act or condition on which the grievance is based, the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.

Level 3

- (a) Level Three is available for grievances which concern matters which remain under the jurisdiction of the School Committee as a result of the

Education Reform Act of 1993. The Committee, through the Superintendent and the grievance sub-committee, shall determine if Step III applies to the grievance. If Step III is not applicable, Step IV will apply after Step II. If the Association or the aggrieved person or persons are not satisfied with the disposition of their grievance at Level Two or if no decision has been rendered within ten (10) work days after they had first met with the Superintendent or his designee, they may file the grievance in writing with the chairperson of the grievance sub-committee of the School Committee within ten (10) work days after the receipt of Level Two decision or within twenty (20) work days after the presentation of the grievance at Level Two, whichever is sooner. Within ten (10) work days after receiving the written grievance, a subcommittee of the School Committee will meet with the aggrieved person or persons for the purpose of resolving the grievance.

- (b) In the event that the Committee has a grievance against the Association and/or its members, the grievance will commence at Level Three. The Committee will notify the Association in writing relative to the alleged grievance. Within five (5) work days after receiving the written grievance the President will meet with the Committee for the purpose of resolving the grievance.

Level 4

- (a) If the Association is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) work days after the grievants had first met with the subcommittee of the School Committee, the Association may within twenty (20) work days after a decision of the School Committee, or within thirty (30) work days after the meeting with the School Committee, whichever is sooner, submit the grievance to arbitration.
- (b) If the grievance is submitted to arbitration, it shall be submitted to the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (c) Following a hearing on the grievance, the arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Committee and to the Association and, subject to law, shall be final and binding, provided that the arbitrator shall not usurp the functions of the Committee or the proper exercise of its judgment and discretion under law and this Agreement.

The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.

- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the Committee and the Association.

D. Rights of Association Members to Representation

- 1. No reprisals of any kind will be taken by the Committee, by any member of the Administration or by the Association against any party in interest, any School Representative, or any other participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing except that he/she may not be represented by a representative or any officer of any organization other than the Association. When an Association member or group of members are not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

- 1. If, in the judgment of the Association, a grievance affects a group of members, the processing of such grievance may be commenced at Level Two and the Superintendent or his/her designee will meet with the aggrieved person.
- 2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest. A decision in favor of the aggrieved person or persons shall provide appropriate restitution or other remedy for the period starting with the official filing of the grievance. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, Paragraph 4 (c).
- 3. Unless requested to do otherwise by the Association member or group of members in question, any documents, communications and records, dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about said members.
- 4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent of Schools and the Association and

given appropriate distribution so as to facilitate operation of the grievance procedure.

5. The Committee agrees that, in the event that unresolved differences between a member of the Association and his/her immediate supervisor and at the request of either, a conference will be held with a designated member of the Administration and a representative of the Association and with the person involved in an effort to resolve those differences at the lowest possible level.
6. When it is necessary, pursuant to Article IV - Grievance Procedure, for a member of the Negotiations Committee of the Association or a representative designated by the Association to investigate a grievance, providing that the investigator can be released without detriment to the educational program, or to attend a grievance meeting or hearing during a school day, he/she will, upon notice to his/her immediate supervisor, be released without loss of pay as necessary in order to permit participation in the foregoing activities. The Association agrees that these rights will not be abused.

ARTICLE V **SALARIES**

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof.
- B. Effective as of July 1, 2019, the following agreements have been reached with respect to placement on the Salary Schedules for Administrative Assistants:
 1. There shall no longer be Grades that correspond to any job classification. Salary Grades 3, 4 and 5 shall continue to exist and Administrative Assistants shall be placed in the appropriate Salary Grades based upon their years of service in the IBAA-TEA's Bargaining Unit.
 2. Grades 1 and 2 shall be eliminated from the Salary Schedule.
 3. The School Committee may, at its discretion, start new Administrative Assistants at Grade 3, 4 or 5 on the Salary Schedule.
 4. If a new Administrative Assistant is started at Grade 3, he/she shall remain on Grade 3 for the first five (5) years of his/her service in the IBAA-TEA's Bargaining Unit and shall advance within Grade 3 on Steps 1 – 5. Once the Grade 3 Administrative Assistant completes five (5) years of service, he/she shall be moved to Grade 4, Step 6 and shall thereafter be

considered a Grade 4 for all purposes subject to movement to Grades 4x and 5 as indicated below.

5. Grade 4 Members shall move to a new Grade 4x, Step 10, at the start of their tenth (10th) year of service in the IBAA-TEA's Bargaining Unit. Grade 4x shall be the midpoint between the base salaries on Grades 4 and 5.
6. Grade 4x Members shall move to Grade 5, Step 20, at the start of their twentieth (20th) year of service in the IBAA-TEA's Bargaining Unit.
7. Movement from Grade to Grade (as opposed to movement from step to step) shall not be available to any Administrative Assistant who is under a professional development or improvement plan. Upon removal from such a plan, the Administrative Assistant shall immediately move to the Grade upon which he/she is eligible based upon his/her years of service.
8. Effective as of July 1, 2019, Administrative Assistants shall be placed on the Salary Schedule in accordance with these terms and conditions.
9. As a result of these changes to the Salary Schedule, Article XXX (Reclassification) shall be deleted from the Contract.

C. Prior to any movement on the Salary Schedule that shall take effect as of July 1, 2019 pursuant to Section B, the base salaries for Grade 5 shall be increased as follows in order to equalize the differentials between steps 5, 6, 10, 15 and 20 on Grades 4 and 5:

12 Months

| | |
|---------|-------|
| Step 5 | 1.63% |
| Step 6 | 3.60% |
| Step 10 | 3.00% |
| Step 15 | 1.01% |
| Step 20 | 1.00% |

10 Months Plus 2 Weeks

| | |
|---------|-------|
| Step 5 | 1.63% |
| Step 6 | 3.61% |
| Step 10 | 3.00% |
| Step 15 | 1.01% |
| Step 20 | 1.01% |

10 Months Plus 3 Weeks

| | |
|---------|-------|
| Step 5 | 1.64% |
| Step 6 | 3.61% |
| Step 10 | 3.00% |
| Step 15 | 1.01% |
| Step 20 | 1.00% |

10 Months Plus 4 Weeks

| | |
|---------|-------|
| Step 5 | 1.64% |
| Step 6 | 3.61% |
| Step 10 | 3.00% |
| Step 15 | 1.01% |
| Step 20 | 1.00% |

- D. Effective July 1, 2019, in order to create parity between the Administrative Assistant and IT Department Salary Schedules, the IT Department Salary Schedules shall be reconstituted as follows:
1. The current Steps 1, 2, 3 and 4 shall be maintained.
 2. A new Step 5 shall be created at a differential of 1.63% above Step 4.
 3. A new Step 6 shall be added at a differential of 3.60% above the new Step 5.
 4. A new Step 10 shall be added at a differential of 3.00% above the new Step 6.
 5. A new Step 15 shall be added at a differential of 1.00% above the new Step 10.
 6. A new Step 20 shall be added at a differential of 1.00% above the new Step 15.
- E. All base salaries on all Salary Schedules shall be increased in the following amounts as of the following dates:
1. January 1, 2021 Two Percent (2.00%)
 2. January 1, 2022 One Percent (1.00%)
- F. All employees will be paid via direct deposit into a bank account established by the employee. Each employee will cooperate in terms of providing the necessary account information to the School Department.

- G. The IT Department Employees have been placed on the appropriate Steps on the appropriate Salary Schedules based upon their years of service in the IT Department in accordance with the foregoing terms. The IT Department Employees shall advance on the applicable Salary Schedule like other IBAA-TEA Members on their anniversary date of service in the IT Department. Years of service in the IT Department determines placement on the IT Department Salary Schedules even if the individual has transferred from an Administrative Assistant position to an IT Department position.
- H. If a position becomes vacant or a new position is created, the Superintendent or his/her designee retains full discretion to determine the Grade for the position.

ARTICLE VI
EMPLOYMENT

- A. Association members who resign from the Brockton School System will, if they are rehired within two (2) years from the effective date of their resignation, receive full credit on the salary schedule for all previous Brockton school experience. If the date of rehire is more than two (2) years from the effective date of resignation, the individual will, unless the Superintendent deems otherwise, be rehired at Step One of the salary schedule, with all benefits received at the level of a first-year employee.
- B. If an Association member who has previously resigned is rehired into the school system within two (2) years of the effective date of his/her resignation, unused accumulated sick leave days to which the individual was entitled at the time of his/her resignation shall be restored to him/her. If the date of rehire is more than two (2) years from the effective date of resignation, there shall be no restoration of unused sick leave days.
- C. Association members' assignments, promotions, or other terms and conditions of employment shall be made without regard to race, creed, color, religion, nationality, sex, age, marital status, handicap, gender identity, sexual orientation, genetic information, or ancestry.
- D. When an Association member is to be transferred, the member and the local Union President shall be given written notice two (2) weeks in advance. The reason for any transfer will be made known to the affected employee upon his/her request. In the event that the transfer is involuntary and to a lower graded position the Association member shall maintain his/her existing rating, except as provided in Article XXVI, E.
- E. All vacancies occurring in positions in the bargaining unit shall be advertised in writing to each employee of the unit. Each person applying for such a position shall be granted an interview.

- F. If a new bargaining unit position is established, the Committee agrees to negotiate with the Association concerning the appropriate salary for the position.
- G. If there is any substantial change in any existing bargaining position, the Committee agrees to negotiate with the Association regarding possible modification in the salary for the position.
- H. Newly appointed Association members will be required to complete a probationary period of six (6) months. During an employee's probationary period, the Department, in its exclusive discretion, may decide to discipline or dismiss the employee and such actions shall not be subject to the parties' grievance and arbitration procedure. A new hire shall be placed at Step 1 of the grade of the position to which he/she is appointed and shall advance to subsequent steps on consecutive anniversary dates of hire unless rehired at a higher step per Article VI, Section B.
- I. Association members, other than newly appointed members, will have no probationary period when being transferred to a higher rated job and will immediately receive the pay increase.
- J. In filling a temporary vacancy on a full-time basis in a higher paying position due to vacation, extended illness or leave of absence, the member of the Association will be paid the rate of pay of that position on a daily basis, providing, however, the member performs the duties of the member who is on vacation, extended illness or leave of absence. The member will be eligible for the higher rate of pay after filling a temporary vacancy for five (5) consecutive work days, and will be paid for all days worked in that position.
- K. The Executive Director of Human Resources shall notify the Association President of any new positions, new hires, transfers, changes of classification, and/or any other personnel changes within the bargaining unit.
- L. Members of the Association who work or have worked for a minimum of seven (7) consecutive years in a position included in the Brockton Public Schools shall no longer be subject to the City of Brockton's "residency requirement", as outlined in City Ordinance Article III, Section 2-110, upon completion of the seventh (7th) consecutive year of employment. IT Department employees who are members of the bargaining unit as of October 4, 2016 shall not be subject to a residency requirement regardless of their number of years in the Brockton Public Schools. In the event that the City Ordinance (Article III, Section 2-110) is amended, the parties agree that they shall negotiate over any impacts of that amendment.

ARTICLE VII
EVALUATIONS

- A. All monitoring or observation of the work performance of an Association member will be conducted openly and with full knowledge of the member. Within a reasonable length of time, Association members will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such reports with their supervisors.
- B. No material derogatory to an Association member's conduct, service, character or personality will be placed in his/her personnel file unless the member has had an opportunity to review the material. The member will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Association member will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his / her designee and attached to the file copy.
- C. Any complaints regarding an Association member to any member of the administration by a parent, student or other person will be called to the attention of the member within a reasonable period of time.
- D. The Association recognizes the authority and responsibility of the immediate supervisor for disciplining or reprimanding an Association member for delinquency of professional performance. If a member is to be disciplined or reprimanded by the Superintendent or his/her designee, however, he/she may request that a representative of the Association be present.
- E. All Association Members, except those who are serving in their six (6) month probationary period in accordance with Article VI, Section H, shall have Just Cause Protection as set forth in Article II of this Agreement.
- F. Association members with three (3) or less years of experience shall be evaluated twice each year by the building Principal or designated administrator in November or December and in April or May of the school year. Members who have transferred to a new assignment shall be evaluated according to the same schedule as those employees with three (3) or less years of experience. Association members with more than three (3) years experience shall be evaluated once a year in April or May following the same procedures outlined in this section.

ARTICLE VIII
TEMPORARY LEAVES OF ABSENCE

- A. Association members will be entitled to the following temporary leaves of absence with pay each year:
1. Leave of absence without pay to observe religious holy days shall be granted to Association Members consistent with the applicable law.
 2. Time necessary for appearance in any legal proceedings connected with the member's employment or with the school system or in any legal proceedings if the member is required by law to attend.
 3. Up to four (4) days at any one time in the event of death of a member's spouse, child, grandchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law or sibling.
 4. Up to one (1) day in the event of the death of a grandparent, uncle, aunt, brother-in-law, sister-in-law, first cousin, niece or nephew or any individual or relative living in the immediate household.
 5. Bereavement leave or additional bereavement leave may, when necessary, be granted by the Superintendent or his/her designee.
 6. A maximum of seventeen (17) days per calendar year for persons called to temporary active duty or any unit of the United States reserves or the State National Guard, providing such obligations cannot be fulfilled on days when school is not in session. Association members will receive their full School Department pay during the term on the temporary active duty minus any compensation received from the federal, state or county governments.
 7. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Notification of intent to take such a personal leave day will be supplied in writing on a standardized electronic form at least forty-eight (48) hours before taking such leave except in the case of emergency. Except with the approval of the Superintendent or his/her designee, no more than eight (8) Association Members system-wide will be allowed to take personal leave on any school day. In the event that more than eight (8) Association Members submit notifications for any one day, the determination as to who takes the day will be based upon the order in which the Superintendent or his/her designee receives the notification. If an Association Member does not use one (1) or more of his/her personal days within the given year, that day or those days will be accumulated as sick days. Personal leave days under this section are not to be taken for vacation or recreational

purposes. Association Members shall not be required to supply a reason in order to take a personal leave day under this Section. For the purposes of this Article, personal, legal, business, household or family matters refer to the protection of the immediate well-being and/or property of the Association Member.

Notification of intent to take a personal leave day will be supplied in writing to the Human Resources Department on a standardized electronic form at least forty-eight (48) hours before taking such leave except in the case of emergency. The electronic form shall be automatically provided to the Association Member's Principal or Supervisor, whichever is applicable, for notification purposes. The electronic form shall contain a statement acknowledging that the Association Member has read Article VIII, Section A(7) of the Contract, which shall be reprinted on the form.

- B. Association members may be required to submit a medical certificate of good health after either a prolonged illness or an accumulation of several individual days of absence. The request will be made at the discretion of the Superintendent or his / her designee.
- C. The Committee recognizes that on occasion a situation may arise that pertains to the protection of an Association member's immediate well being and/or property. When such a situation does arise, the member may petition the Superintendent or his / her designee for release time from normal employment at no loss of pay. Every effort will be made by the Superintendent or his / her designee to give due weight to all factors involved. If a request for such leave is denied by the Superintendent's designee, an appeal of such denial can be made to the Executive Director for Human Resources.
- D. Temporary leaves of absence taken pursuant to Section A above will be separate and distinct from sick days to which the member is entitled and no portion of said leave will be charged to the members' accumulated sick days.
- E. A standardized electronic form shall be utilized for notification of intent to take contractual leave including, but not limited to, bereavement leave under Article VIII, Sections A(3 and 4), and Legal Days under Article VIII, Section A(2).

ARTICLE IX **WORKER'S COMPENSATION BENEFITS**

With respect to payment of Worker's Compensation and coordination of sick leave and vacation time, the same will be coordinated under the provisions of the General Laws, Chapter 152, Section 69, as amended.

ARTICLE X
INSURANCE ANNUITY PLAN

- A. The cost of the following types of insurance coverage will be paid for each Association member as ordained by the City Ordinance:
1. A \$5,000 term life insurance plan of the type presently available to city employees.
 2. All HMO options that are available to the members of the bargaining unit shall be specified in a notice to be sent to each member of the bargaining unit each year prior to the annual open enrollment period.
 3. Effective July 1, 2003, or when all City and School Department unions agree if such date is later than July 1, 2003, employees enrolled in any City offered health insurance plan shall contribute twenty-five (25%) of the total monthly premiums for any such plan, and the City shall pay the remaining seventy-five (75%). When the 25% contribution is initiated, the language in the following paragraph will become effective, and, if the employee so authorizes, all such employee premium contributions shall be deducted from their salaries on a so-called "cafeteria plan" tax-sheltered basis.

In each full contract year that employees pay 25% of the total premiums for a City- offered health insurance plan, employees who were employed during 2002-2003 (either active employees or employees who were on an approved leave of absence) and who were enrolled in a City-offered health plan during that year ("eligible employees") will be paid the following annual stipend, to be paid as part of their regular salary, depending upon the health insurance plan and level of coverage (i.e., individual coverage vs. family coverage) in which they were enrolled in 2002-2003. Employees who were not employed in the bargaining unit in 2002-2003 and/or who were not enrolled in a City-offered health insurance plan in 2002-2003 will not be eligible for this stipend. This stipend will be regarded as a regular compensation and will be subject to normal deductions, including retirement deductions. Beginning on July 1, 2004, the listed stipends will be increased by the amount of the general salary increase in that year and in future years. Eligible employees who change plans, change level of coverage, or drop off of health insurance entirely after June 30, 2003 will continue to receive the stipend that corresponds to the plan and level of coverage that they had during 2002-2003. Eligible employees who return from an approved leave of absence or who are recalled after a layoff will remain eligible for the stipend. Eligible employees who resign and who later are rehired, however, will no longer be eligible for the stipend.

| | | |
|---------|--------------|----|
| Master | - Individual | \$ |
| Medical | - Family | \$ |
| HMO | - Individual | \$ |
| Blue | - Family | \$ |
| Blue | - Individual | \$ |
| Choice | - Family | \$ |
| Harvard | - Individual | \$ |
| Pilgrim | - Family | \$ |

{Note that the above stipends will be the dollar amounts that correspond to 5% of the total annual premiums for the listed plans as of July 1, 2003}

It is agreed that if in the first year of implementation the 25% employee contribution is in effect for only a portion of the year, the above stipends will be pro-rated.

4. Commencing July 1, 2006, participants in Master Medical will pay thirty percent (30%) of the total premium*
5. On July 1, 2006 (or soon thereafter) individuals who were on Master Medical family plan coverage during the 2005-2006 contract year who convert to a less expensive plan or who drop Master Medical insurance for the 2006-2007 contract year will be paid a one-time stipend of \$1,500.00, while individuals who were on Master Medical individual plan coverage during the 2005-2006 contract year who do the same will be paid a one-time stipend of \$800.00. Individuals who are paid said stipend will sign an agreement pledging that if they enroll in Master Medical in years thereafter, they will refund to the School Department one-half of the stipend that they were paid.

*It is expressly understood that the above referenced change under Section A, will not take effect until it has been implemented by the School Department and the City of Brockton with regard to all City and School Department bargaining unit employees.

- B. Association members will be eligible, subject to existing procedures, to participate in the payroll deduction for savings bond plan and Harbor One Credit Union.
- C. Bargaining unit members will be eligible to participate in the City's Dental Plan on a contributory basis with each participating member paying fifty percent (50%) of the total monthly premium for such coverage and with the School Committee paying the remaining fifty percent (50%) subject to the following condition. For

those bargaining unit members who are already participating in the City's Dental Plan or for those bargaining unit members who signed up for the dental plan during the one-time enrollment plan between December 1 and December 10, 1999, the School Committee's fifty percent (50%) premium contribution shall begin as soon as it may practically be implemented, retroactive to February 1, 2000. Employees who are not already participating in the City's Dental Plan or who did not sign up during the above-identified open period, are not eligible to sign up for the Dental Plan until the next open period.

ARTICLE XI **COMPLAINT PROCEDURE**

Inasmuch as it is recognized by both the Association and the Committee that there could be complaints that do not fall within the definition of a grievance, since they are not based upon the alleged violation of or variation from the provisions of this Agreement or the interpretation or application thereof, the following complaint procedure is agreed to:

- A. The purpose of this procedure is to secure equitable solutions to complaints which may arise from time to time. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate.
- B. It is agreed by both parties that if a complaint is made, the complainant will discuss the matter thoroughly with his or her immediate supervisor. In the event that no reasonable solution is reached with the immediate supervisor, the matter will then be brought to the Association Complaint Committee.
- C. The Association Complaint Committee, hereinafter referred to as the ACC, will be composed of the President of the Association, one member of the Association's contract negotiation committee and one member of the Association to be designated by the President of the Association. Upon receipt of a formal complaint, the ACC, with or without the complainant, will meet and discuss the matter with the Superintendent or his / her designee.
- D. In the event that a reasonable and equitable solution cannot be reached by the ACC and the Superintendent or his/her designee, the ACC will request another meeting, at which meeting a subcommittee of the School Committee will be present. The subcommittee will be composed of up to three (3) members of the School Committee which will have been appointed by the Chairman. After a presentation of the facts, the ACC, Superintendent or his / her designee, and subcommittee will be polled for disposition.
- E. The Committee and the Association agree that neither party will take precipitous steps prior to determining the results of the balloting of the ACC, Superintendent

or his / her designee and subcommittee. Thereafter, either party is free to pursue whatever steps are considered advisable.

ARTICLE XII **PROTECTION**

- A. Association members will immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisor or to the Executive Director of Human Resources. The report will be forwarded to the Committee which will comply with any reasonable requests from the Association member for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the Association member, the police and the courts.
- B. The Committee agrees to comply with the provisions of Massachusetts General Law Chapter 258, the Massachusetts Tort Claims Act, as required, with respect to any assault allegations.

ARTICLE XIII **EXTENDED LEAVES OF ABSENCE**

- A. Military leave without pay will be granted to any Association member who is inducted or who enlists in any branch of the Armed Forces of the United States or whose reserve unit is called to active duty. On return from leave, a member's salary will be based on the schedule level he/she would have achieved had he/she remained actively employed in the system during the time of his/her absence up to a maximum of three (3) years.
- B. Parental leave will be granted consistent with Massachusetts General Laws, Chapter 149, Section 105D. Consecutive three (3) month parental leaves up to one (1) year shall be taken at the discretion of the employee covered by this Agreement. Such leave shall be without pay or increment but without loss of seniority. An employee requesting parental leave may elect to apply accrued sick leave for that period of time when temporarily disabled when the disability is certified by a physician. The employee may elect to apply accrued vacation days to the period of time when the employee is not disabled and chooses not to return to work. The leave may be extended beyond one (1) year at the discretion of the Superintendent. In the event that a member gives birth prior to the requested parental leave, it is agreed that, barring complications as certified by the medical record, the parental leave shall commence as of date of birth. It is further agreed that all provisions in this Section dealing with parental leave will have the same force and effect for adoption and legal placement proceedings, as outlined in M.G.L. c. 149, Section 105D.

- C. The Union acknowledges that the Union and the Committee are subject to the provisions of the Family Medical Leave Act ("FMLA"). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reason covered by the FMLA.
- D. A leave of absence without pay or increment will be granted of up to three (3) months for the purpose of caring for a member of the Association member's immediate family. The leave of absence may be extended at the termination of the three (3) months.
- E. The Committee will grant a leave of absence without pay or increment to any Association member to campaign for or to serve in any public office for one (1) term of said office. The leave of absence may be extended.
- F. After the completion of an employee's probationary period and upon presentation of acceptable medical documentation, all employees covered by this Agreement may be granted a leave of absence without pay or increment, but without loss of seniority, for consecutive three (3) month periods up to one (1) year for health reasons. The leave of absence may be extended beyond one (1) year at the discretion of the Superintendent of Schools; however, such request will not be unreasonably withheld upon the presentation of medical documentation.
- F. The School Committee may grant an unpaid leave of absence to an Association member who wishes to continue his/her education on a full-time basis. The following conditions shall apply:
 - 1. The leave cannot be used to circumvent a layoff which otherwise would occur.
 - 2. To be eligible, the Association member must have been employed in the Brockton School System at least three (3) years.
 - 3. An educational leave must be submitted to the Superintendent or his / her designee for review and subsequent action by the School Committee.
 - 4. A leave for educational purposes cannot be taken more than once every three (3) years regardless of the length of the leave of absence. Such leaves may be for a maximum of one (1) year.
 - 5. The individual will give a minimum of (1) one month's notice prior to the commencement of the leave.

- 6. All benefits to which an individual was entitled at the time the leave commenced will be restored upon his/her return.
- G. All requests for extensions for renewal of leaves shall be applied for and granted in writing.
- H. Any employee who is granted a leave of absence without pay under this article shall not, by taking such leave, reduce or otherwise prejudice any vacation leave accrued and earned by said employee, unless said employee specifically requests a vacation with pay during said leave of absence.
- I. Upon the return from leave of absence a returning Association member shall be assigned to the position he/she held immediately preceding the commencement of his/her leave. If the Association member's former position is filled, the member will then be placed in an equivalent position. The parties understand and agree that during the period of any approved leave of absence, a member shall not accrue any benefits including but not limited to vacation, sick leave and personal days and that any accumulations will remain as they were at the beginning of the leave.

ARTICLE XIV
STRIKES AND PUBLIC PRESSURE

- A. During the term of this Agreement the Association shall not cause or sponsor, and no professional employee shall cause or participate in, any strike or other illegal activity directed at the Committee. If the Association disclaims responsibility to the Committee for an act prohibited thereby, it shall not be liable in any way.
- B. In connection with any negotiations held pursuant to the re-openers set forth in Article XVIII, said negotiations shall be conducted without threats of sanction, threats of strike, or other public pressure by either party until mediation, fact finding, and any statutory impasse procedures have been exhausted.

ARTICLE XV
SICK LEAVE

- A. Association members will be entitled to fifteen (15) sick leave days each fiscal year as of the first official day of said year whether or not they report for duty on that day. Employees who work less than a full calendar year shall be entitled to 1.25 days per full month worked. If an employee works a fraction of a month, he/she will receive one fourth (1/4) of a sick day for each five days worked within that month. In case of merit the Committee may allow more sick time beyond the limit. Association members may be required to submit medical certificates in

support of requests for paid sick leave. The Superintendent or his/her designee may request a medical certificate after an employee has been absent for five (5) consecutive days. The Superintendent will decide whether or not to continue requiring an employee to present a medical certificate in support of his/her sick leave request after the initial medical certificate.

- A(1) Sick leave days may be accumulated from year to year up to a maximum of 220 days.
- A(2) Employees hired as new employees who have worked for the City of Brockton immediately preceding their employment with the School Department may carry over up to ten (10) accrued sick days from any days that they have accrued while employed by the City of Brockton.
- A(3) Association Members shall be permitted to utilize Sick Leave Days in full or half day increments.
- B. In addition to personal sickness or injury, sick leave may be realized for any other reason approved by the Superintendent of Schools and as permitted by law. A full-time employee may utilize sick leave up to a maximum of five (5) days in each year in the event of serious illness requiring bedside or household attention by the employee of his/her spouse, child, parent or other member of the household. The Superintendent or his / her designee may require a doctor's certificate in connection with leave requests under this section.
- C. Upon retirement or death of an Association member, such member or his/her estate will receive one-half (1/2) pay for all unused, accumulated sick leave as follows:

| <u>Years of Service</u> | <u>Days to be Redeemed</u> |
|-------------------------|----------------------------|
| 15 | 50 |
| 20 | 80 |
| 25 | 100 |
| 30 | 130 |

The above to be based on the rate of daily compensation which he/she is receiving at the time of his/her retirement or death.

- D. If an employee becomes seriously ill or injured while on vacation or an illness extends into a previously scheduled vacation leave, the days sick will be charged to sick leave with no loss of vacation leave. Upon the request of the Superintendent or his / her designee, a doctor's certificate may be required.
- E. A Sick Leave Bank shall be instituted which shall be administered by a Sick Leave Bank Committee comprised of two (2) members designated by the Association and two (2) members designated by the Committee. The Sick Leave

Bank Committee shall determine the eligibility for members requesting leave from the Bank and the amount of leave to be granted.

1. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility and amount of leave.
 - a. The initial grant shall not exceed ten (10) days.
 - b. Adequate medical evidence of illness or accident shall be submitted.
 - c. Prior utilization of sick leave shall be considered. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding in regard to the applicant and not subject to appeal by the applicant.
 - d. Members must exhaust personal days, sick leave and vacation leave to be eligible for leave from the Sick Leave Bank.
2. Upon completion of the initial ten (10) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon the demonstration of need by the applicant.
3. Each member may contribute by October 1st of each year one (1) day of his/her accumulated sick days to the Sick Leave Bank. Only those members who voluntarily contribute one (1) day to this bank each year shall be eligible for its benefits. If days remain in the bank at the conclusion of a fiscal year, such days will carry over to the next year but only in a number which does not exceed 86 days. In order to be eligible to apply to the sick leave bank, all bargaining unit members must use all of their accumulated vacation and sick leave prior to applying to the sick leave bank for additional sick days. Under no circumstances will the bank contain more than 258 days. Should the Bank be at maximum, only new members or members not in good standing (not contributed for three consecutive years) may contribute one (1) day of his/her accumulated sick days to ensure eligibility. Members in good standing (three consecutive years of contribution) may not contribute if the Bank is at maximum. It is understood that if the Bank is at maximum and new members or members not in good standing contribute days; said days shall not increase the Sick Leave Bank above 258 days. Should the accumulated number of sick days in the bank fall below two hundred (200) days, all members shall be required to contribute one (1) day to remain eligible, regardless of past contributions. In such circumstances, eligible members may voluntarily contribute up to three (3) days. In order to be eligible to apply to the Sick Leave Bank, all bargaining unit members must use all of their

accumulated vacation, personal and sick leave prior to applying to the Sick Leave Bank for additional sick days.

4. Sick days donated to the bank shall not be counted as days used, for purposes of calculating an employee's "low use stipend" per Section F.

F. Low Sick Leave Utilization Stipend.

1. Association Members who are eligible and who wish to redeem days shall notify the Superintendent in writing by June 1st of the year in question. A failure to so notify the Superintendent will exclude an Association Member from receiving a low sick leave utilization stipend for that year. Days which are redeemed will be deducted from the Association Members' accumulated sick leave days. Association Members who are eligible may redeem sick days and will receive their stipends, if mechanically feasible in a separate check in the second pay period in July:

| <u>Used Sick Leave Days</u> | <u>Rate</u> | <u>Amount</u> |
|-----------------------------|-------------|---------------|
| 0 days | 5 x \$75.00 | = \$375.00 |
| 1 day | 4 x \$75.00 | = \$300.00 |
| 2 days | 3 x \$75.00 | = \$225.00 |
| 3 days | 2 x \$75.00 | = \$150.00 |
| 4 days | 1 x \$75.00 | = \$75.00 |

ARTICLE XVI
PROMOTIONS

- A. For the purpose of this Article, a "promotional position" is defined as any full time position which pays a salary differential.
- B. Whenever a vacancy occurs, the position shall be advertised by the administration five (5) work days in advance of the appointment unless otherwise mutually agreed upon; the rating of this advertised position shall not be downgraded. The qualifications required for the position, any and all duties attendant thereto, and the rate of compensation will be clearly set forth in the advertisement. The qualifications set forth for a particular position will not be changed unless the Association is notified and agrees to such change in advance. Applications for vacancies must be filed in writing.
- C. Association members will be given adequate opportunity to make application for vacant positions and the Committee agrees to give due consideration to the professional background, education, experience and seniority of each applicant and the recommendation of each applicant's supervisor. All things being equal, seniority will prevail. All applicants for the position will be informed of the Committee's decision no later than twenty (20) work days after the advertising

period expires. During the first twelve (12) months of employment an individual cannot apply for a change of position. Exceptions can be made at the discretion of the Superintendent.

- D. Appointments will be made without regard to race, creed, color, religion, national origin, sex, age, or marital status.
- E. For the 2003-2004 school year only, and on a trial basis, the parties agree to the following language: "Members will report, on a full-time basis, to their newly-hired positions no later than thirty (30) work days after notification of appointment to the new position unless the Superintendent or his/her designee determine that for reasons of necessity the individual should remain in his/her existing position until a replacement is hired."

ARTICLE XVII **HOURS OF WORK**

- A. The normal workday for administrative assistants shall be from 8:00 a.m. to 4:30 p.m. or as decided by the Superintendent or his / her designee depending on the needs of the particular school or department where the administrative assistant works. The normal workday for IT Department Employees shall be eight and one-half (8 ½) hours including an hour for lunch within a window from 7:00 a.m. – 4:30 p.m. The Superintendent or his/her designee may adjust or alter the normal work day depending upon the needs of the School System. However, if the Superintendent or his/her designee wants to create a permanent shift outside of the above window, the IBAA-TEA will receive notice and may demand to bargain over the proposed shift before it can be implemented. During the summer vacation, hours of Association Members will be from 8:00 a.m. to 3:30 p.m. During school year full vacation weeks, the daily hours of work shall be 8:30 a.m. to 3:15 p.m. The Association agrees, however, to provide coverage for the Administration Building by way of staggered hours whenever it is deemed necessary.
- B. On NO SCHOOL days as the result of inclement weather, Association Members will not be required to report for work but will receive full pay for that day. The Association recognizes, however, that certain offices may require coverage at the discretion of the employee's immediate supervisor. These may include, but not be limited to, the following: Superintendent, Human Resources, Switchboard, and Payroll. The employee's immediate supervisor or designee will notify the employee if s/he is required to work on a NO SCHOOL day. If required to work, Association Members will work an eight (8) hour day, with coverage provided between the hours of 8:00 a.m. and 4:00 p.m. Association Members who are required to work will be compensated for a full day on the NO SCHOOL day and will be granted two (2) days of compensatory time. IT Department employees

shall not be required to work NO SCHOOL days as a result of inclement weather unless they are otherwise notified by the Superintendent or his/her designee.

- C. Vacation time for Association members will accrue according to the length of continuous service in the Brockton School Department. In the event that a member is employed prior to the start of the fiscal year, he/she will receive vacation time at the rate of one (1) day for each month from the date of his/her initial employment through and including the month of June. Anyone employed on or before the fifteenth of the month, that month will be considered a full month. The newly employed member will be placed on the following vacation schedule as of July 1 of his/her first full year of employment:

| <u>Number of Years</u> | <u>Days per Month</u> | <u>Days of Vacation</u> |
|------------------------|-----------------------|-------------------------|
| 2nd year | 1 | 12 |
| 3rd and 4th year | 1.25 | 15 |
| 5th and 6th year | 1.5 | 18 |
| 7th and 8th year | 1.75 | 21 |
| 9th and 10th year | 2 | 24 |
| Over 10 years | -- | 25 |

11 month administrative assistants will accrue vacation at the following rate:

| <u>Number of Years</u> | <u>Days Per Month</u> | <u>Days of Vacation</u> |
|--|-----------------------|-------------------------|
| 2 nd year | 1 | 11 |
| 3 rd and 4 th Years | 1.25 | 14 |
| 5 th and 6 th Years | 1.5 | 16.5 |
| 7 th and 8 th Years | 1.75 | 19 |
| 9 th and 10 th Years | 2 | 22 |
| Over 10 Years | -- | 23 |

10 month administrative assistants will accrue vacation at the following rate:

| <u>Number of Years</u> | <u>Days of Vacation</u> |
|------------------------|-------------------------|
| 2nd year | 10 |
| 3rd and 4th year | 12.5 |
| 5th and 6th year | 15 |
| 7th and 8th year | 17.5 |
| 9th and 10th year | 20 |
| Over 10 years | 21 |

Vacation pay for ten (10) month employees is paid over and above the employee's yearly salary as provided by Appendix A, based on the weekly (i.e. non-prorated) rate of pay. The vacation check shall be issued in a lump sum on the first payday in July.

The vacation benefits of all IT Department Employees shall be determined in accordance with the vacation schedules for Administrative Assistants. IT Department Employees who will accrue fewer vacation days annually as a result of being covered by the vacation schedules shall receive a one-time lump sum of twelve (12) vacation days. Vacation choices, carryover and payout upon retirement for IT Department Employees shall be in accordance with section D of this Article.

- D. Vacation choices will be made according to seniority, subject to the approval of the appropriate supervisor. Members shall be permitted to carry over up to twenty-five (25) vacation days from one fiscal year to the next, provided that all vacation days earned in a given fiscal year must be used by the last day of the following fiscal year and provided further that no member shall have more than fifty (50) days accrued vacation leave at any time. At the date of retirement, no more than twenty-five (25) unused vacation days may be paid to an individual(s); all other accrued vacation days must be taken before the date of retirement. Unused vacation days (i.e. up to 25) which remain at the date of retirement, assuming a timely request by the individual is made, will be paid in a lump sum at retirement or as soon as feasible after retirement.

- E. Overtime work will be paid for at the rate of time and one-half of the Association Members' salary for those Association Members who perform such work after seven and one-half (7½) hours per day or after thirty-seven and one-half (37½) hours per week. In lieu of payment, the Association Member may have by mutual agreement, time off at the rate of one and one-half (1½) hours off for every one (1) hour of overtime worked.

Overtime shall be equally and impartially distributed among the personnel in each office who ordinarily perform such related work in the normal course of their work week. When, in cases of extreme emergencies it is necessary to call in personnel from other offices to aid and assist, the Association Members from other offices other than the office which normally performs such related work shall be released from these duties first when the work load lessens.

In view of the fact that IT Department Employees may be called in on an overtime basis on nights and weekends, they shall receive a minimum of two (2) hours of overtime compensation if they are called in and work from zero (0) to two (2) hours and a minimum of four (4) hours of overtime if they are called in and work between two (2) hours and up to four (4) hours. Any hours worked above four (4) hours shall be compensated at the overtime rate. This paragraph shall apply only if the IT Department Employee is called in and not if the employee is able to complete the work without coming into the school building.

- F. The Association agrees that the Committee has a managerial right to employ new administrative assistants on less than a full year basis. The salary for administrative assistants who are so employed will be calculated by dividing the

full-time salary for the classification and appropriate step by 52 and then multiplying that figure by the number of weeks worked. Ten-month salaries as listed in Appendix A are for those employees working 10 months plus two (2) weeks. Administrative assistants who are currently employed under this contract who wish to work a school year plus two weeks may make application. The Association agrees, however, that the Committee has the full right in the determination as to whether an administrative assistant will work a full year or a school year plus two (2) weeks. It is not the intent of this section that an administrative assistant who is currently employed under this contract on a full year basis may suffer a loss of employment.

- G. The Committee agrees that, providing the prior consent of the Superintendent or his / her designee is obtained, adequate time will be given for the representatives of the Association to attend conventions or workshops. Request for attendance at such conventions or workshops must be made two (2) weeks prior to the date of the convention or workshop.
- H. Upon written receipt of notice by an Association member, said notice being presented ten (10) working days prior to the vacation period, the School Department will make ready that portion of his/her vacation money due to the member prior to the start of his/her vacation period.
- I. Employees who work on a less than full year basis may, at their option, have their annual salary prorated so that they will be paid on a year round basis, so long as the proration will not result in compensation in advance of the performance of the corresponding service.
- J. The Committee agrees to pay reasonable tuition or fees incurred by Association members who attend work-related training sessions, provided that the advance written approval of the Superintendent or his/her designee is obtained. IT Department Employees shall be able to attend work-related training during their normal work day without loss in compensation with the approval of the Superintendent or his/her designee.

ARTICLE XVIII
LONGEVITY

It is agreed that longevity benefits will be granted to all full-time-Association Members on the following basis:

| <u>Length of Service</u> | <u>Amount</u> |
|--|---------------|
| Over 5 years up to and including 10 years | \$480.00 |
| Over 10 years up to and including 15 years | \$750.00 |
| Over 15 years up to and including 20 years | \$950.00 |
| Over 20 years up to and including 25 years | \$1,250.00 |
| Over 25 years | \$1,350.00 |

Longevity Pay pursuant to this Article shall be determined by the length of continuous service within the Brockton School Department. If mechanically feasible, the longevity payments will be made in a separate check on the first pay period in December.

ARTICLE XIX
GENERAL

- A. There will be no reprisals of any kind taken against any Association member by reason of his/her membership in the Association or participation in its activities.
- B. If negotiation meetings between the Committee and the Association are scheduled during the work day, four (4) 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. A standardized electronic form shall be utilized to take leave pursuant to this section.
- C. The Committee will, upon request, provide the Association with any available information which is neither confidential nor privileged under law which may be necessary for the Association to process grievances under this Agreement.
- D. If any provision to this Agreement or any application of the Agreement 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 committed by law, but all other provisions or applications will continue in full force and effect.
- E. No bargaining unit member, except for IT Department Employees, shall be required to work in a school building alone. In the event that he/she is left in the building alone for a substantial period of time, he/she may report to the Central Administration Office to perform his/her own duties or be assigned to other duties, if necessary.
- F. Association Members shall not have the responsibility of administering medication.
- G. The Committee recognizes the advantages of further education and, consequently, will make every effort to make available to the Association, vouchers from colleges which do not offer a Master's program. The Committee

or its designee will draw up the mechanics of a fair and equitable distribution of the aforementioned vouchers.

- H. Association members will have the right, upon written request, to review the contents of their personnel file. A member who desires to authorize an officer of the Union to have access to his/her personnel file may make such a request, in writing, for each occasion. The Union officer, upon surrender of said written authorization to the Superintendent of Schools shall be shown the personnel file, provided, however, that confidential communications are not abridged or violated.
- I. The Committee agrees that any member of the Association who is responsible for handling, counting, or keeping School Department money either during regular working hours or at any other time will be bonded by the Administration.
- J. The Committee agrees to provide bulletin board space for the purpose of the Association's bulletins or notices.
- K. Best efforts will be made to initiate retirement deductions within one (1) month after initial employment but in no case later than three (3) months. In the event that the information is not forthcoming from the retirement board, it is the responsibility of the Committee to initiate whatever action is necessary.
- L. Administrative assistants who are employed for a school year plus two (2) weeks will be eligible for all fringe benefits that a full year administrative assistant enjoys, but on a prorated basis.
- M. Mileage, when authorized by the Superintendent of Schools, shall be computed by using the most direct and practical highway from a particular job to another job. Mileage will be paid at the then prevailing School Department rate.
- N. The Association will receive a School Committee packet.
- O. All secretarial work available during the summer months or during school vacations will be advertised to ten (10) month administrative assistants and awarded on a strict seniority basis so long as the individual is qualified for the work. The qualifications for the work will be included in the advertisement.

ARTICLE XX **LEGAL HOLIDAYS AND JURY DUTY**

The Committee agrees that an Association member will not be required to report for work on the eleven (11) paid legal holidays when they fall on a normal work day. In the event that one of these eleven (11) holidays falls on a Saturday or a Sunday and the School Department does not celebrate that holiday on a work day, twelve (12) month

Association members will be entitled to one (1) day of compensatory time. It is further agreed that the eleven (11) paid holiday are as listed below and are provided to both full year and ten (10) month employees:

| | | |
|--------------------------|------------------|------------------|
| New Year's Day | Memorial Day | Veteran's Day |
| Martin Luther King's Day | Independence Day | Thanksgiving Day |
| Washington' Birthday | Labor Day | Christmas Day |
| Patriot's Day | Columbus Day | |

- A. Holiday pay for the above holidays shall be seven and one-half (7 ½) hours at straight time.
- B. Any Association member required to work on a holiday shall receive in addition to his/her regular pay an amount equal to 1-1/2 times his/her regular pay for all hours worked, but, in no event, shall he/she receive less than payment for three hours of work.
- C. On the day before Thanksgiving Day, Christmas Day, and New Year's Day the School Department offices will close at 12:00 noon. However, on the day before Thanksgiving Day, since schools are closed, any School-Based Administrative Assistants shall have the day off as a holiday.
- D. Association Members (with the exception of School-Based Administrative Assistants on the day before Thanksgiving) will be given the option of working a half (1/2) day on the day before Thanksgiving or Christmas. The selection of the half day will be made in accordance with seniority. In the event that Central Office is closed on Christmas Eve, Association Members who worked the day before Thanksgiving shall receive a half (1/2) Choice Day to be used on a floating basis by June 30 of that contract year.
- E. Offices will close at noon on Good Friday. Association Members are given the option of working a half (1/2) day on Good Friday. The selection of the half (1/2) day will be made in accordance with seniority.
- F. On the Friday before a Monday holiday, offices will close at 3:30 p.m.
- G. Members of this bargaining unit while serving on jury duty, will be paid their regular rate of salary, reduced, however, by the amount received by them from the authority which compensates them for jury duty.
- H. Association Members will be given the option of not working the day after Thanksgiving and the day after Christmas. The selection of the day will be made in accordance with seniority.
- I. 1. For the 12 Month Administrative Assistants and IT Department Employees

- Election Day shall be a full Choice Day. If Election Day is a school day, then 12 Month Administrative Assistants and IT Department Employees will receive a full Choice Day to be used on a floating basis by June 30 of that contract year. The selection of the full Choice Day shall be made in accordance with seniority.

2. For the School Based Administrative Assistants:

- In order to address the fact that the day before Thanksgiving will now be a day off, School Based Administrative Assistants will have the day off and will receive a half day of pay.
- In order to address the fact that Good Friday will now be a half day of school, School Based Administrative Assistants will work a half day and will receive a full day of pay.

ARTICLE XXI
DUES DEDUCTION

A. The Committee agrees to instruct the City Treasurer to deduct, as permitted by the General Laws of Massachusetts, from the salaries of its employees dues for the Association and to transmit the monies promptly to said Association. Member authorization will be in writing in the form set forth below:

DUES AUTHORIZATION CARD

Name _____

Address _____

I hereby request and authorize the Brockton School Committee to deduct from my earnings and transmit to the Association, an amount sufficient to provide for regular payment of the membership dues as certified by such Association in equal weekly payments over the remainder of the year and for succeeding years. I understand that the committee will discontinue such deductions for any school year only if I give the Committee sixty (60) 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 School Committee and all of its officers from any liability therefore.

Signature _____

Date _____

B. The Association named in Section A above will certify to the Committee in writing the current rate of its membership dues. If the Association should change the

rate of its membership dues, it will give the Committee thirty (30) days' written notice prior to the effective date of such change.

- C. Deductions referred to in Section A above will be made in equal installments on each payday of each month during the year. The Committee will not be required to honor for any month's deduction any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.
- D. Any Association member desiring to have the Committee discontinue deductions he/she has previously authorized must give the Committee and the Association concerned sixty (60) days' written notice. Bargaining unit members on unpaid leave are responsible for continuing to contribute Union dues to the Union during the period of their unpaid leave. In the event that a bargaining unit member is financially unable to make Union dues payments during the period of an unpaid leave, all unpaid dues shall be deducted from the bargaining unit member's next paycheck.

ARTICLE XXII **EVENING SCHOOL PAY**

The Community School Program, Adult Education Program, Practical Arts Program, Night School Registration and any and all other programs requiring secretarial services after the close of regular office hours shall be advertised according to the procedure in Article XVI - Promotions. The rate of pay for this work shall be \$19.37 per hour effective July 1, 2018, \$19.75 per hour effective January 1, 2021 and \$19.95 per hour effective January 1, 2022.

Said payment shall be for a minimum of three (3) hours. All increases in the salary schedule on Appendix A shall be applied in the same percentage and at the same intervals to the Evening School pay schedule.

ARTICLE XXIII **SCHOOL MAIL**

Use of the school mail distribution is authorized for disseminating data to members of the Association.

ARTICLE XXIV
USE OF SCHOOL BUILDINGS

Upon making arrangements with the Community School Office, the Union may use a room at a school building at reasonable times and without charge for conducting Union business.

ARTICLE XXV
SENIORITY

- A. For purposes of longevity, sick leave, and computation of vacation days, seniority shall be defined as the length of continuous service within the Brockton School Department. For other purposes under the collective bargaining agreement, seniority shall be defined as the length of continuous service as a member of this bargaining unit. Seniority shall not be deemed to have been interrupted by any leave or vacation allowed under this agreement. Employees working a ten (10) month year shall receive credit for a full calendar year for every school year of service.
- B. All employees covered by this Agreement, including provisional employees of the Brockton School Department hired prior to January 1, 1979, shall have seniority rights and seniority shall prevail with regard to the following terms and conditions of employment days off, overtime, holidays and vacation scheduling. An employee may reject a benefit he/she would otherwise be entitled to without the need for explanation on his/her part and such a refusal shall not be considered as a waiver of seniority rights in other situations.
- C. For the purposes of any layoff, terminations shall proceed in the following manner:
1. Association members who have not attained permanent status, as defined in this Agreement, shall be terminated in reverse order of their seniority. There shall be separate seniority lists for Administrative Assistants and IT Department Employees. In the event that an Administrative Assistant transfers to an IT Department position, he/she shall start at the bottom of the IT Department Seniority List. Conversely, in the event that an IT Department Employee transfers to an Administrative Assistant position, he/she shall start at the bottom of the Administrative Assistant seniority list.
 2. Association members who have attained permanent status shall be terminated in reverse order of their permanent seniority.
 3. It is expressly understood and agreed that no permanent Association member shall be laid off before a non-permanent member.

4. In the event that Association members have the same date of permanency they will be terminated in reverse order of seniority based on total length of service.
 5. In the event of a tie after Section C, 4 above, Association members will be terminated in reverse order of their exam scores.
- D. Recall to work after a layoff shall be in reverse order of layoff. The recall period for provisional employees who are laid off is limited to two (2) years from the effective date of layoff. It is understood that the failure of any laid off employee to accept an offer of recall within a seventy-two (72) hour period from the time the offer is made will constitute a refusal of that offer. Any refusal of a recall offer will result in a forfeiture of all future recall rights.
1. During the period of any layoff, a laid off Association Member shall not accrue any contractual benefits including, but not limited to, seniority, vacation, sick leave, and personal leave.
 2. All such benefit accruals will remain as they were at the beginning of a Member's layoff upon that Member's recall to employment at which time the accrual of all such benefits shall resume.
 3. By way of example, if an IBAA-TEA Member with ten (10) years of service was laid off as of June 30, 2014 and is then recalled on September 1 of that same year, she would not accrue any benefits during the months of July and August. However, upon her recall, she would start accruing benefits as of September 1 and would have ten (10) years of seniority and service for purposes of calculating any and all contractual benefits.
- E. In the event of a reduction in force, the School Committee retains the sole discretion in deciding what positions are to be eliminated. The displaced persons, assuming they are not the individuals who are to be laid off, will bid only upon vacant positions which exist at the time of the reduction in force or which are created by the reduction in force. The assignment of displaced and/or recalled Association Members shall be temporary in nature during the months of July and August immediately following a reduction in force. As of August 31, displaced and/or recalled Association Members shall have a one (1) time right to either remain in the position to which they were reassigned or recalled or to return to the position from which they were reassigned or laid off provided that they have the requisite seniority to do so. This position shall be offered to the displaced/laid off employee prior to being offered to anyone else in the bargaining unit. In no event shall this one (1) time right be exercised by a Member who never served in the particular position to which they are seeking to be reassigned or recalled. In the event that the displaced employee's

reassignment is to a position with a lower work year, the Association member shall maintain his/her existing rate.

- F. In the event of a layoff, the Committee will give at least thirty (30) calendar days written notice to the individuals to be laid off.

ARTICLE XXVI
FINAL STEP INCREASE PLAN

- A. It is hereby agreed that a Final Step Increase Plan shall be established wherein an Association member may file a notice of intent to retire who has obtained at least his/her fifty-first birthday and who has not yet reached more than one (1) day beyond his/her sixty-fifth birthday and wherein a member who retires under such plan shall receive a Final Step Increase Pay Incentive for a period of up to three (3) years. The period of time for which the incentive is paid shall be consecutive and shall end on his/her date of retirement.
- B. An Association member who wishes to participate in the program shall file a written notice, containing the date of his/her retirement, with the Office of the Superintendent by November 1. The notice shall be submitted to the School Committee for approval at the next regularly scheduled School Committee meeting and payment of the incentive shall commence, in the case of those members whose date of retirement is three (3) years or less from the date of the School Committee meeting at which their notice was submitted for approval, on the next pay period following the meeting. In the case of those Association Members whose date of retirement is more than three (3) years from the date of the School Committee meeting at which their notice was submitted for approval, payment of the incentive shall commence on the pay period that will provide for three (3) years of such incentive before retirement. An employee may file an intent to separate and participate in the program only once during his/her employment.
- C. The written notice of intent to retire and participate in the program may be withdrawn at any time before the commencement of the incentive pay. Once the incentive pay has commenced being paid, a bargaining unit member may not withdraw his / her notice of intent to retire and participate in the program. Once the notice of intent to separate and participate in the program is withdrawn, it may not be resubmitted.
- D. The Final Step Increase Plan shall be twelve percent (12%) which means that an Association member who joins the program shall be paid a salary that is twelve percent (12%) higher than that to which he/she would otherwise be entitled, during his/her participation in the program. For purposes of this provision, "salary" shall be defined as the total of the employee's base wage and longevity

benefit to which he/she is entitled for the respective period. His/her period of participation in the program shall be, in accordance with this Article, for a consecutive period of up to three (3) years, ending on the date of retirement.

- E. Any Association member whose early retirement has been approved by the School Committee shall be notified of Section C above by the Superintendent.

ARTICLE XXVII
UNION BUSINESS

- A. In unusual circumstances and with prior approval of the Superintendent or his / her designee, a representative of the Association will be granted time off from work without loss of pay to engage in Association business that can only be conducted during the work day.

ARTICLE XXVIII
COMMITTEE RIGHTS

The Brockton School Committee and the Superintendent are provided with powers under the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed or construed to derogate from or impair any power, right or duty conferred upon the Committee or the Superintendent by law or any rule or regulation of the Commonwealth. Except where such rights are specifically relinquished, abridged, or limited by the provisions of this contract, the Committee and Superintendent have and will continue to retain, whether exercised or not, all of the rights powers and authority heretofore had by it including but not limited to the determination of educational policy, the operation of the schools and the direction of the working forces. Said areas are exclusively those of the Superintendent and/or the School Committee in accordance with the laws of the Commonwealth.

APPENDIX A

Members of the Association who are assigned to the Central Administration Building shall either be provided with free parking in an adjacent or nearby location, or they shall be provided with a permit to park in the municipal garage, subject to a monthly five dollar (\$5.00) co-pay by the employee.

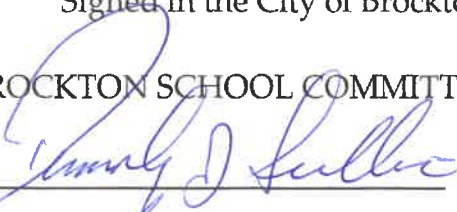
APPENDIX A
SALARY SCHEDULE

The following across-the-board base salary increases shall take effect as of the following dates and in the following amounts:

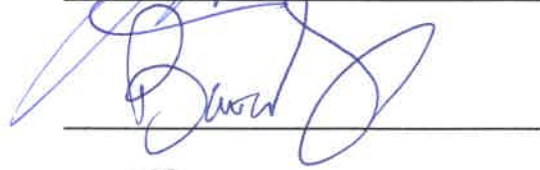
| | |
|-----------------|------------------|
| January 1, 2021 | Two Percent (2%) |
| January 1, 2022 | One Percent (1%) |

Signed in the City of Brockton on this 15 ^{October} day of ~~September~~, 2019.

BROCKTON SCHOOL COMMITTEE







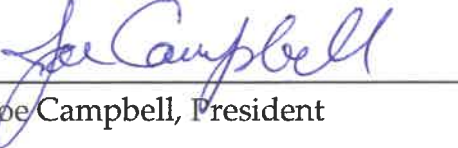




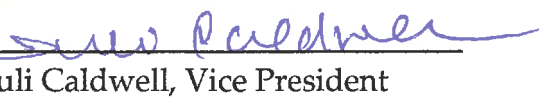




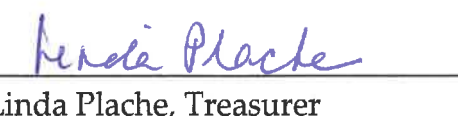
IBAA-TEA



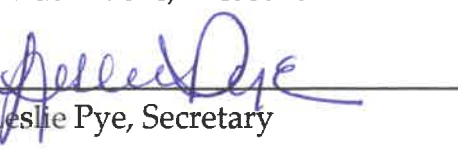
Joe Campbell, President



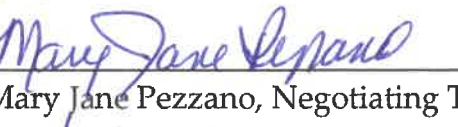
Juli Caldwell, Vice President



Linda Plache, Treasurer



Leslie Pye, Secretary



Mary Jane Pezzano, Negotiating Team



Shelia Spears, Negotiating Team

BROCKTON SCHOOL ADMINISTRATIVE ASSISTANTS

Effective July 1, 2019

ANNUAL AMOUNT

12 MONTHS

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 40,962 | \$ 44,031 | | \$ 44,321 |
| 2nd Year | \$ 41,963 | \$ 44,793 | | \$ 47,922 |
| 3rd Year | \$ 42,951 | \$ 45,555 | | \$ 53,177 |
| 4th Year | \$ 43,943 | \$ 46,325 | | \$ 54,873 |
| 5th Year | \$ 44,944 | \$ 47,082 | | \$ 55,770 |
| 6th Year | | \$ 48,779 | | \$ 57,780 |
| 10th Year | | \$ 50,242 | \$ 54,877 | \$ 59,513 |
| 15th Year | | \$ 50,750 | \$ 55,432 | \$ 60,115 |
| 20th Year | | \$ 51,258 | \$ 55,987 | \$ 60,716 |

WEEKLY AMOUNT

Based on 52 Weeks

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-------------|-------------|
| 1st Year | \$ 787.73 | \$ 846.75 | | \$ 852.33 |
| 2nd Year | \$ 806.98 | \$ 861.40 | | \$ 921.58 |
| 3rd Year | \$ 825.98 | \$ 876.06 | | \$ 1,022.63 |
| 4th Year | \$ 845.06 | \$ 890.87 | | \$ 1,055.25 |
| 5th Year | \$ 864.31 | \$ 905.42 | | \$ 1,072.50 |
| 6th Year | | \$ 938.06 | | \$ 1,111.15 |
| 10th Year | | \$ 966.19 | \$ 1,055.32 | \$ 1,144.48 |
| 15th Year | | \$ 975.96 | \$ 1,065.99 | \$ 1,156.06 |
| 20th Year | | \$ 985.73 | \$ 1,076.67 | \$ 1,167.62 |

DAILY AMOUNT

Based on 260 Days

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 157.55 | \$ 169.35 | | \$ 170.47 |
| 2nd Year | \$ 161.40 | \$ 172.28 | | \$ 184.32 |
| 3rd Year | \$ 165.20 | \$ 175.21 | | \$ 204.53 |
| 4th Year | \$ 169.01 | \$ 178.17 | | \$ 211.05 |
| 5th Year | \$ 172.86 | \$ 181.08 | | \$ 214.50 |
| 6th Year | | \$ 187.61 | | \$ 222.23 |
| 10th Year | | \$ 193.24 | \$ 211.06 | \$ 228.90 |
| 15th Year | | \$ 195.19 | \$ 213.20 | \$ 231.21 |
| 20th Year | | \$ 197.15 | \$ 215.33 | \$ 233.52 |

203.5 DAYS

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 32,060 | \$ 34,461 | | \$ 34,690 |
| 2nd Year | \$ 32,843 | \$ 35,058 | | \$ 37,508 |
| 3rd Year | \$ 33,618 | \$ 35,654 | | \$ 41,622 |
| 4th Year | \$ 34,394 | \$ 36,257 | | \$ 42,948 |
| 5th Year | \$ 35,178 | \$ 36,848 | | \$ 43,648 |
| 6th Year | | \$ 38,180 | | \$ 45,226 |
| 10th Year | | \$ 39,325 | \$ 42,954 | \$ 46,582 |
| 15th Year | | \$ 39,721 | \$ 43,386 | \$ 47,051 |
| 20th Year | | \$ 40,121 | \$ 43,823 | \$ 47,525 |

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 616.54 | \$ 662.71 | | \$ 667.12 |
| 2nd Year | \$ 631.60 | \$ 674.19 | | \$ 721.31 |
| 3rd Year | \$ 646.50 | \$ 685.65 | | \$ 800.42 |
| 4th Year | \$ 661.42 | \$ 697.25 | | \$ 825.92 |
| 5th Year | \$ 676.50 | \$ 708.62 | | \$ 839.38 |
| 6th Year | | \$ 734.23 | | \$ 869.73 |
| 10th Year | | \$ 756.25 | \$ 826.03 | \$ 895.81 |
| 15th Year | | \$ 763.87 | \$ 834.35 | \$ 904.83 |
| 20th Year | | \$ 771.56 | \$ 842.75 | \$ 913.94 |

208.5 DAYS

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 32,846 | \$ 35,307 | | \$ 35,542 |
| 2nd Year | \$ 33,650 | \$ 35,919 | | \$ 38,430 |
| 3rd Year | \$ 34,442 | \$ 36,532 | | \$ 42,644 |
| 4th Year | \$ 35,241 | \$ 37,147 | | \$ 44,004 |
| 5th Year | \$ 36,040 | \$ 37,755 | | \$ 44,724 |
| 6th Year | | \$ 39,118 | | \$ 46,339 |
| 10th Year | | \$ 40,292 | \$ 44,011 | \$ 47,730 |
| 15th Year | | \$ 40,698 | \$ 44,454 | \$ 48,210 |
| 20th Year | | \$ 41,103 | \$ 44,897 | \$ 48,690 |

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 631.65 | \$ 678.98 | | \$ 683.50 |
| 2nd Year | \$ 647.12 | \$ 690.75 | | \$ 739.04 |
| 3rd Year | \$ 662.35 | \$ 702.54 | | \$ 820.08 |
| 4th Year | \$ 677.71 | \$ 714.37 | | \$ 846.23 |
| 5th Year | \$ 693.08 | \$ 726.06 | | \$ 860.08 |
| 6th Year | | \$ 752.27 | | \$ 891.13 |
| 10th Year | | \$ 774.85 | \$ 846.37 | \$ 917.88 |
| 15th Year | | \$ 782.65 | \$ 854.88 | \$ 927.12 |
| 20th Year | | \$ 790.44 | \$ 863.39 | \$ 936.35 |

213.5 DAYS

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 33,634 | \$ 36,156 | | \$ 36,394 |
| 2nd Year | \$ 34,457 | \$ 36,779 | | \$ 39,351 |
| 3rd Year | \$ 35,267 | \$ 37,407 | | \$ 43,667 |
| 4th Year | \$ 36,082 | \$ 38,038 | | \$ 45,059 |
| 5th Year | \$ 36,907 | \$ 38,660 | | \$ 45,796 |
| 6th Year | | \$ 40,056 | | \$ 47,449 |
| 10th Year | | \$ 41,257 | \$ 45,065 | \$ 48,872 |
| 15th Year | | \$ 41,675 | \$ 45,521 | \$ 49,367 |
| 20th Year | | \$ 42,091 | \$ 45,976 | \$ 49,860 |

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 646.81 | \$ 695.31 | | \$ 699.88 |
| 2nd Year | \$ 662.63 | \$ 707.29 | | \$ 756.75 |
| 3rd Year | \$ 678.21 | \$ 719.37 | | \$ 839.75 |
| 4th Year | \$ 693.88 | \$ 731.50 | | \$ 866.52 |
| 5th Year | \$ 709.75 | \$ 743.46 | | \$ 880.69 |
| 6th Year | | \$ 770.31 | | \$ 912.48 |
| 10th Year | | \$ 793.40 | \$ 866.63 | \$ 939.85 |
| 15th Year | | \$ 801.44 | \$ 875.40 | \$ 949.37 |
| 20th Year | | \$ 809.44 | \$ 884.14 | \$ 958.85 |

BROCKTON SCHOOL ADMINISTRATIVE ASSISTANTS

2% increase Effective Mid-Year FY21

ANNUAL AMOUNT

WEEKLY AMOUNT Based on 52 Weeks

DAILY AMOUNT Based on 260 Days

12 MONTHS

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 41,782 | \$ 44,912 | | \$ 45,208 |
| 2nd Year | \$ 42,803 | \$ 45,689 | | \$ 48,881 |
| 3rd Year | \$ 43,811 | \$ 46,467 | | \$ 54,241 |
| 4th Year | \$ 44,822 | \$ 47,252 | | \$ 55,971 |
| 5th Year | \$ 45,843 | \$ 48,024 | | \$ 56,886 |
| 6th Year | | \$ 49,755 | | \$ 58,936 |
| 10th Year | | \$ 51,247 | \$ 55,975 | \$ 60,704 |
| 15th Year | | \$ 51,765 | \$ 56,541 | \$ 61,317 |
| 20th Year | | \$ 52,284 | \$ 57,107 | \$ 61,931 |

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-------------|-------------|-------------|
| 1st Year | \$ 803.50 | \$ 863.69 | | \$ 869.39 |
| 2nd Year | \$ 823.14 | \$ 878.63 | | \$ 940.03 |
| 3rd Year | \$ 842.52 | \$ 893.60 | | \$ 1,043.09 |
| 4th Year | \$ 861.96 | \$ 908.68 | | \$ 1,076.37 |
| 5th Year | \$ 881.59 | \$ 923.53 | | \$ 1,093.97 |
| 6th Year | | \$ 956.82 | | \$ 1,133.38 |
| 10th Year | | \$ 985.52 | \$ 1,076.43 | \$ 1,167.39 |
| 15th Year | | \$ 995.48 | \$ 1,087.33 | \$ 1,179.18 |
| 20th Year | | \$ 1,005.46 | \$ 1,098.21 | \$ 1,190.99 |

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 160.70 | \$ 172.74 | | \$ 173.88 |
| 2nd Year | \$ 164.63 | \$ 175.73 | | \$ 188.01 |
| 3rd Year | \$ 168.50 | \$ 178.72 | | \$ 208.62 |
| 4th Year | \$ 172.39 | \$ 181.74 | | \$ 215.27 |
| 5th Year | \$ 176.32 | \$ 184.71 | | \$ 218.79 |
| 6th Year | | \$ 191.36 | | \$ 226.68 |
| 10th Year | | \$ 197.10 | \$ 215.29 | \$ 233.48 |
| 15th Year | | \$ 199.10 | \$ 217.47 | \$ 235.84 |
| 20th Year | | \$ 201.09 | \$ 219.64 | \$ 238.20 |

203.5 DAYS

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 32,702 | \$ 35,151 | | \$ 35,384 |
| 2nd Year | \$ 33,500 | \$ 35,760 | | \$ 38,259 |
| 3rd Year | \$ 34,291 | \$ 36,368 | | \$ 42,455 |
| 4th Year | \$ 35,082 | \$ 36,983 | | \$ 43,807 |
| 5th Year | \$ 35,882 | \$ 37,585 | | \$ 44,522 |
| 6th Year | | \$ 38,944 | | \$ 46,131 |
| 10th Year | | \$ 40,112 | \$ 43,813 | \$ 47,514 |
| 15th Year | | \$ 40,516 | \$ 44,254 | \$ 47,993 |
| 20th Year | | \$ 40,924 | \$ 44,700 | \$ 48,476 |

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 628.89 | \$ 675.99 | | \$ 680.46 |
| 2nd Year | \$ 644.23 | \$ 687.70 | | \$ 735.75 |
| 3rd Year | \$ 659.45 | \$ 699.39 | | \$ 816.45 |
| 4th Year | \$ 674.65 | \$ 711.21 | | \$ 842.44 |
| 5th Year | \$ 690.03 | \$ 722.79 | | \$ 856.19 |
| 6th Year | | \$ 748.92 | | \$ 887.13 |
| 10th Year | | \$ 771.38 | \$ 842.55 | \$ 913.72 |
| 15th Year | | \$ 779.16 | \$ 851.03 | \$ 922.94 |
| 20th Year | | \$ 787.01 | \$ 859.61 | \$ 932.22 |

208.5 DAYS

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 33,503 | \$ 36,014 | | \$ 36,253 |
| 2nd Year | \$ 34,323 | \$ 36,638 | | \$ 39,199 |
| 3rd Year | \$ 35,131 | \$ 37,263 | | \$ 43,497 |
| 4th Year | \$ 35,946 | \$ 37,890 | | \$ 44,885 |
| 5th Year | \$ 36,761 | \$ 38,511 | | \$ 45,619 |
| 6th Year | | \$ 39,901 | | \$ 47,266 |
| 10th Year | | \$ 41,098 | \$ 44,891 | \$ 48,685 |
| 15th Year | | \$ 41,512 | \$ 45,344 | \$ 49,175 |
| 20th Year | | \$ 41,926 | \$ 45,795 | \$ 49,665 |

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 644.29 | \$ 692.58 | | \$ 697.17 |
| 2nd Year | \$ 660.06 | \$ 704.58 | | \$ 753.82 |
| 3rd Year | \$ 675.59 | \$ 716.59 | | \$ 836.48 |
| 4th Year | \$ 691.27 | \$ 728.65 | | \$ 863.17 |
| 5th Year | \$ 706.94 | \$ 740.60 | | \$ 877.30 |
| 6th Year | | \$ 767.33 | | \$ 908.96 |
| 10th Year | | \$ 790.34 | \$ 863.29 | \$ 936.24 |
| 15th Year | | \$ 798.31 | \$ 871.99 | \$ 945.68 |
| 20th Year | | \$ 806.27 | \$ 880.68 | \$ 955.09 |

213.5 DAYS

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 34,307 | \$ 36,880 | | \$ 37,122 |
| 2nd Year | \$ 35,147 | \$ 37,515 | | \$ 40,139 |
| 3rd Year | \$ 35,973 | \$ 38,156 | | \$ 44,541 |
| 4th Year | \$ 36,804 | \$ 38,799 | | \$ 45,961 |
| 5th Year | \$ 37,646 | \$ 39,434 | | \$ 46,712 |
| 6th Year | | \$ 40,858 | | \$ 48,399 |
| 10th Year | | \$ 42,083 | \$ 45,966 | \$ 49,850 |
| 15th Year | | \$ 42,509 | \$ 46,432 | \$ 50,355 |
| 20th Year | | \$ 42,933 | \$ 46,896 | \$ 50,858 |

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 659.74 | \$ 709.23 | | \$ 713.88 |
| 2nd Year | \$ 675.91 | \$ 721.43 | | \$ 771.90 |
| 3rd Year | \$ 691.80 | \$ 733.77 | | \$ 856.56 |
| 4th Year | \$ 707.76 | \$ 746.13 | | \$ 883.87 |
| 5th Year | \$ 723.96 | \$ 758.35 | | \$ 898.31 |
| 6th Year | | \$ 785.73 | | \$ 930.75 |
| 10th Year | | \$ 809.29 | \$ 883.96 | \$ 958.66 |
| 15th Year | | \$ 817.47 | \$ 892.92 | \$ 968.37 |
| 20th Year | | \$ 825.63 | \$ 901.84 | \$ 978.04 |

BROCKTON SCHOOL ADMINISTRATIVE ASSISTANTS

1% increase Effective Mid-Year FY22

ANNUAL AMOUNT

12 MONTHS

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 42,200 | \$ 45,362 | | \$ 45,661 |
| 2nd Year | \$ 43,232 | \$ 46,146 | | \$ 49,370 |
| 3rd Year | \$ 44,250 | \$ 46,932 | | \$ 54,784 |
| 4th Year | \$ 45,271 | \$ 47,725 | | \$ 56,531 |
| 5th Year | \$ 46,302 | \$ 48,505 | | \$ 57,455 |
| 6th Year | | \$ 50,253 | | \$ 59,526 |
| 10th Year | | \$ 51,760 | \$ 56,535 | \$ 61,312 |
| 15th Year | | \$ 52,283 | \$ 57,107 | \$ 61,931 |
| 20th Year | | \$ 52,807 | \$ 57,679 | \$ 62,551 |

WEEKLY AMOUNT

Based on 52 Weeks

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-------------|-------------|-------------|
| 1st Year | \$ 811.54 | \$ 872.34 | | \$ 878.11 |
| 2nd Year | \$ 831.39 | \$ 887.42 | | \$ 949.43 |
| 3rd Year | \$ 850.96 | \$ 902.53 | | \$ 1,053.54 |
| 4th Year | \$ 870.60 | \$ 917.79 | | \$ 1,087.14 |
| 5th Year | \$ 890.43 | \$ 932.79 | | \$ 1,104.91 |
| 6th Year | | \$ 966.41 | | \$ 1,144.73 |
| 10th Year | | \$ 995.39 | \$ 1,087.22 | \$ 1,179.08 |
| 15th Year | | \$ 1,005.44 | \$ 1,098.21 | \$ 1,190.99 |
| 20th Year | | \$ 1,015.52 | \$ 1,109.21 | \$ 1,202.90 |

DAILY AMOUNT

Based on 260 Days

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 162.31 | \$ 174.47 | | \$ 175.62 |
| 2nd Year | \$ 166.28 | \$ 177.48 | | \$ 189.89 |
| 3rd Year | \$ 170.19 | \$ 180.51 | | \$ 210.71 |
| 4th Year | \$ 174.12 | \$ 183.56 | | \$ 217.43 |
| 5th Year | \$ 178.09 | \$ 186.56 | | \$ 220.98 |
| 6th Year | | \$ 193.28 | | \$ 228.95 |
| 10th Year | | \$ 199.08 | \$ 217.44 | \$ 235.82 |
| 15th Year | | \$ 201.09 | \$ 219.64 | \$ 238.20 |
| 20th Year | | \$ 203.10 | \$ 221.84 | \$ 240.58 |

203.5 DAYS

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 33,030 | \$ 35,503 | | \$ 35,738 |
| 2nd Year | \$ 33,835 | \$ 36,118 | | \$ 38,642 |
| 3rd Year | \$ 34,634 | \$ 36,732 | | \$ 42,880 |
| 4th Year | \$ 35,433 | \$ 37,353 | | \$ 44,246 |
| 5th Year | \$ 36,241 | \$ 37,961 | | \$ 44,968 |
| 6th Year | | \$ 39,334 | | \$ 46,593 |
| 10th Year | | \$ 40,514 | \$ 44,252 | \$ 47,990 |
| 15th Year | | \$ 40,922 | \$ 44,697 | \$ 48,473 |
| 20th Year | | \$ 41,334 | \$ 45,147 | \$ 48,961 |

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 635.20 | \$ 682.74 | | \$ 687.26 |
| 2nd Year | \$ 650.67 | \$ 694.57 | | \$ 743.11 |
| 3rd Year | \$ 666.04 | \$ 706.38 | | \$ 824.62 |
| 4th Year | \$ 681.40 | \$ 718.33 | | \$ 850.89 |
| 5th Year | \$ 696.95 | \$ 730.02 | | \$ 864.77 |
| 6th Year | | \$ 756.42 | | \$ 896.02 |
| 10th Year | | \$ 779.11 | \$ 850.99 | \$ 922.88 |
| 15th Year | | \$ 786.95 | \$ 859.56 | \$ 932.17 |
| 20th Year | | \$ 794.88 | \$ 868.22 | \$ 941.56 |

208.5 DAYS

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 33,839 | \$ 36,375 | | \$ 36,615 |
| 2nd Year | \$ 34,667 | \$ 37,005 | | \$ 39,591 |
| 3rd Year | \$ 35,483 | \$ 37,636 | | \$ 43,932 |
| 4th Year | \$ 36,306 | \$ 38,269 | | \$ 45,334 |
| 5th Year | \$ 37,129 | \$ 38,897 | | \$ 46,076 |
| 6th Year | | \$ 40,301 | | \$ 47,739 |
| 10th Year | | \$ 41,509 | \$ 45,340 | \$ 49,172 |
| 15th Year | | \$ 41,928 | \$ 45,798 | \$ 49,667 |
| 20th Year | | \$ 42,346 | \$ 46,253 | \$ 50,162 |

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 650.75 | \$ 699.52 | | \$ 704.14 |
| 2nd Year | \$ 666.68 | \$ 711.63 | | \$ 761.36 |
| 3rd Year | \$ 682.37 | \$ 723.77 | | \$ 844.84 |
| 4th Year | \$ 698.20 | \$ 735.94 | | \$ 871.81 |
| 5th Year | \$ 714.03 | \$ 748.02 | | \$ 886.07 |
| 6th Year | | \$ 775.03 | | \$ 918.07 |
| 10th Year | | \$ 798.25 | \$ 871.92 | \$ 945.62 |
| 15th Year | | \$ 806.31 | \$ 880.72 | \$ 955.13 |
| 20th Year | | \$ 814.35 | \$ 889.49 | \$ 964.66 |

213.5 DAYS

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 34,651 | \$ 37,249 | | \$ 37,494 |
| 2nd Year | \$ 35,499 | \$ 37,891 | | \$ 40,541 |
| 3rd Year | \$ 36,333 | \$ 38,538 | | \$ 44,987 |
| 4th Year | \$ 37,173 | \$ 39,187 | | \$ 46,421 |
| 5th Year | \$ 38,023 | \$ 39,829 | | \$ 47,180 |
| 6th Year | | \$ 41,267 | | \$ 48,883 |
| 10th Year | | \$ 42,504 | \$ 46,426 | \$ 50,349 |
| 15th Year | | \$ 42,935 | \$ 46,897 | \$ 50,859 |
| 20th Year | | \$ 43,363 | \$ 47,365 | \$ 51,367 |

| | Grade 3 | Grade 4 | Grade 4X | Grade 5 |
|-----------|-----------|-----------|-----------|-----------|
| 1st Year | \$ 666.36 | \$ 716.33 | | \$ 721.04 |
| 2nd Year | \$ 682.67 | \$ 728.67 | | \$ 779.64 |
| 3rd Year | \$ 698.71 | \$ 741.11 | | \$ 865.13 |
| 4th Year | \$ 714.86 | \$ 753.59 | | \$ 892.71 |
| 5th Year | \$ 731.20 | \$ 765.93 | | \$ 907.31 |
| 6th Year | | \$ 793.59 | | \$ 940.06 |
| 10th Year | | \$ 817.38 | \$ 892.82 | \$ 968.25 |
| 15th Year | | \$ 825.67 | \$ 901.86 | \$ 978.06 |
| 20th Year | | \$ 833.91 | \$ 910.86 | \$ 987.82 |

I.T.C. SALARY SCHEDULE
EFFECTIVE JULY 1, 2019 - JUNE 30, 2022

| | | 0.00% | | 2.00% | | 1.00% | |
|----------------------------------|----|----------------------|---------|---------------------------------|---------|---------------------------------|---------|
| | | <u>7/1/19</u> | | Mid Year <u>FY21</u> | | Mid Year <u>FY22</u> | |
| <u>STEP</u> | | | | | | | |
| COMPUTER TECHNICIAN | | | | | | | |
| YEARLY | 1 | \$ | 53,827 | \$ | 54,904 | \$ | 55,454 |
| | 2 | \$ | 57,326 | \$ | 58,473 | \$ | 59,058 |
| | 3 | \$ | 61,052 | \$ | 62,274 | \$ | 62,897 |
| | 4 | \$ | 65,017 | \$ | 66,318 | \$ | 66,982 |
| | 5 | \$ | 66,077 | \$ | 67,399 | \$ | 68,073 |
| | 6 | \$ | 68,456 | \$ | 69,826 | \$ | 70,525 |
| | 10 | \$ | 70,510 | \$ | 71,921 | \$ | 72,641 |
| | 15 | \$ | 71,216 | \$ | 72,641 | \$ | 73,368 |
| | 20 | \$ | 71,929 | \$ | 73,368 | \$ | 74,102 |
| | | | | | | | |
| SR. COMPUTER TECHNICIAN | | | | | | | |
| YEARLY | 1 | \$ | 61,214 | \$ | 62,439 | \$ | 63,064 |
| | 2 | \$ | 67,222 | \$ | 68,567 | \$ | 69,253 |
| | 3 | \$ | 74,893 | \$ | 76,391 | \$ | 77,155 |
| | 4 | \$ | 76,584 | \$ | 78,116 | \$ | 78,898 |
| | 5 | \$ | 77,833 | \$ | 79,390 | \$ | 80,184 |
| | 6 | \$ | 80,635 | \$ | 82,248 | \$ | 83,071 |
| | 10 | \$ | 83,055 | \$ | 84,717 | \$ | 85,564 |
| | 15 | \$ | 83,886 | \$ | 85,564 | \$ | 86,420 |
| | 20 | \$ | 84,725 | \$ | 86,420 | \$ | 87,285 |
| | | | | | | | |
| NETWORK ADMINISTRATOR | | | | | | | |
| YEARLY | 1 | \$ | 67,322 | \$ | 68,669 | \$ | 69,356 |
| | 2 | \$ | 71,695 | \$ | 73,129 | \$ | 73,861 |
| | 3 | \$ | 76,353 | \$ | 77,880 | \$ | 78,659 |
| | 4 | \$ | 79,934 | \$ | 81,533 | \$ | 82,349 |
| | 5 | \$ | 81,237 | \$ | 82,862 | \$ | 83,691 |
| | 6 | \$ | 84,162 | \$ | 85,846 | \$ | 86,705 |
| | 10 | \$ | 86,687 | \$ | 88,421 | \$ | 89,306 |
| | 15 | \$ | 87,554 | \$ | 89,306 | \$ | 90,200 |
| | 20 | \$ | 88,430 | \$ | 90,199 | \$ | 91,101 |
| | | | | | | | |
| SR. NETWORK ADMINISTRATOR | | | | | | | |
| YEARLY | 1 | \$ | 83,621 | \$ | 85,294 | \$ | 86,147 |
| | 2 | \$ | 89,053 | \$ | 90,835 | \$ | 91,744 |
| | 3 | \$ | 94,839 | \$ | 96,736 | \$ | 97,704 |
| | 4 | \$ | 100,999 | \$ | 103,019 | \$ | 104,050 |
| | 5 | \$ | 102,646 | \$ | 104,699 | \$ | 105,746 |
| | 6 | \$ | 106,342 | \$ | 108,469 | \$ | 109,554 |
| | 10 | \$ | 109,533 | \$ | 111,724 | \$ | 112,842 |
| | 15 | \$ | 110,629 | \$ | 112,842 | \$ | 113,971 |
| | 20 | \$ | 111,736 | \$ | 113,971 | \$ | 115,111 |