

Agreement between the
CENTRAL BERKSHIRE REGIONAL SCHOOL COMMITTEE
and the
CENTRAL BERKSHIRE EDUCATION ASSOCIATION
CENTRAL BERKSHIRE REGIONAL
Administrative Assistants

JULY 1, 2020 – JUNE 30, 2023

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Article 1

RECOGNITION

The Committee does hereby, pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, recognize the Association for the purposes of collective bargaining as the exclusive representative of a unit consisting of all Administrative Assistants; excluding the Executive Assistant to the Superintendent, Administrative Assistant to the Business Administrator, Payroll and Benefits Coordinator, and Accounts Payable Coordinator; (hereinafter referred to as "Administrative Assistants") of the Central Berkshire Regional School District.

Article 2

NEGOTIATION PROCEDURE

Negotiations for a successor agreement shall commence no later than April 15 of the year in which the contract terminates, in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning the Administrative Assistants' wages, hours and other conditions of their employment. Such negotiations will include the subjects covered by this agreement and any other subjects under Chapter 150E of the General Laws and any other Chapter of the General Laws pertaining to negotiations. Any agreement so negotiated and ratified will apply to all Administrative Assistants and will be reduced to writing and signed by the Committee and the Association.

Article 3

GRIEVANCE PROCEDURE

- A. A "grievance" is a dispute concerning the interpretation or application of this agreement or any amendment or supplement thereto.
- B. All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays and Sundays. The time limits indicated hereunder shall be considered maxima unless extended by mutual agreement in writing.
- C. Step One. A unit member desiring to present a grievance shall, within 30 days immediately after the day of the occurrence of those acts or omissions upon which the grievance is premised, present the grievance in writing to his/her immediate supervisor. Within five calendar days after the day of submission of the grievance, the immediate supervisor shall give to the Grievant and the Association a decision in writing.
- D. Step Two. If the grievance is not settled at Step One, the Grievant may within five calendar days after delivery of written reply at Step One present the grievance in writing to the Superintendent of Schools. A meeting between the Grievant and the Superintendent or his/her designee shall be arranged at a mutually agreeable time for the purpose of resolving the grievance within ten calendar days after the presentation of a grievance at Step Two. If a date for a meeting within such ten calendar days is not agreed to, the parties may agree to a date thereafter, provided always the failure to meet within said ten day period will, unless another date is agreed upon, give each party the right to proceed to Step Three. Six calendar days after the meeting the Superintendent will give the Grievant and the Association a written reply.
- E. Step Three. If the grievance is not settled at Step Two, the Grievant may, within six calendar days after delivery of Superintendent's written reply at Step Two, present the grievance in writing to the Committee. A meeting between the Grievant and the Committee shall be arranged at a mutually agreeable time for the purpose of resolving the grievance at the next regularly scheduled Committee

meeting or such other date as the parties may agree to, provided always that the failure to meet within 30 days will give either party the right to proceed to Step Four. Seven calendar days after the meeting the Committee will give the Grievant and the Association a written reply.

F. Step Four. If the grievance is not settled at Step Three, the Grievant may within 30 calendar days after the Committee's decision at Step Three, present the grievance in writing to arbitration provided that Association shall contemporaneously with the submission to arbitration advise Committee, in writing, that the Association is of the opinion that the grievance is meritorious.

G. The following general provisions shall pertain to arbitration:

1. Within ten days after written notice has been given to the Committee that a grievance is to be submitted to arbitration in accordance with the provisions hereinabove set forth, the Committee and the Association will request of either the American Arbitration Association or the Commonwealth of Massachusetts Bureau of Arbitration and Conciliation a list of five potential arbitrators, none of whom shall have been primarily engaged during the immediately preceding five years in activities directly related to the academic community in the capacity of unit member, administrator, or public official, or be a lawyer residing within Berkshire County, whereupon each of the parties shall alternately strike two names from the list of such arbitrators until but one name remains upon the list. The said remaining name shall be designated as the arbitrator. Parties shall be bound by the rules and procedures of the representative arbitration association unless contrary to express provisions herein set forth. The Association will have the right to request either the Commonwealth of Massachusetts Bureau of Arbitration and Conciliation or the American Arbitration Association.

2. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Committee and the Association.

3. The arbitrator will confer with representatives of the Committee and the Association and hold hearings and will issue his/her decision as soon as possible. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on issues submitted. The decision of the arbitrator, other than the arbitrability of the issues involved, shall be final and binding upon the parties except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this agreement, or which recommends a right or relief for any period of time prior to the effective date of this agreement, or which modifies or abridges the rights and prerogatives of the Committee as set forth in this agreement.

4. It is recognized that members of the Association may have to testify in order to properly process a grievance under Step Four and so any member as well as the grievant shall be excused from his or her regular duties. Such excused absence shall be without loss of pay if such member of the Association notifies the administration seven days in advance of the date for commencement of the hearing.

H. 1. A unit member may pursue a grievance through Step Three and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, provided that the exclusive representative is afforded the opportunity to be present at all proceedings and that any adjustment made shall not be inconsistent with the terms of this agreement and provided the Association may represent the unit member, at any step if the unit member so requests. However, subject to the foregoing, the Association has the right to participate in the processing of a grievance at any step in accordance with the terms hereof and both Committee and Association agree that only those individuals directly involved in the presentation or resolution of a grievance shall be permitted to be in attendance at conferences and hearings.

2. The Committee and the administration will cooperate with the Association in the investigation of any grievance by making available to the Association all recorded information in the possession of the Committee which is available to the public for inspection, to the extent so requested by the Association.
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. The submission of any grievance to arbitration shall constitute a waiver of all other rights and remedies which the said Grievant or Association may have with respect to the matter submitted to said arbitration unless the Court shall determine that the matter submitted was not arbitrable.
5. No reprisals will be taken by the Committee or the school administration against any unit member participating in the presentation of a grievance in accordance with the provisions of this agreement because of such participation.
6. If a grievance affects a group or class of unit members, the Association as well as the unit member may submit such a grievance at Level Two within 40 days immediately after the first day of the occurrence of those acts or omissions upon which the grievance is premised.
7. The President of the Association and his/her designee shall have the right to participate in the investigation and processing of a grievance through Step Four. If it is necessary that such investigation or processing occur during a regular work day of the said President and his/her designee, they shall be released from their regular duties for such purpose without loss of pay.
8. The parties retain their respective rights under Chapter 150C of the General Laws of the Commonwealth of Massachusetts.
9. A unit member having a grievable matter is encouraged to seek an informal resolution prior to filing a grievance. Such efforts shall not extend the time within which to file a grievance but such time limit may be extended by mutual agreement in writing.
10. The Association, but not a unit member, may request the Committee to require the attendance at a grievance hearing of those Administrators who have information pertinent to the grievance if a request for the Administrator's attendance is received by the Superintendent at least two days before the date of the grievance or arbitration hearing. The Committee shall direct such Administrator to so attend.

Article 4

SALARY

All salaries in the Unit are set forth in the Salary Schedule.

In any case where an employee is required to serve in a higher classification for five (5) consecutive days or more, such employee shall receive the rate of that classification while so assigned, including any unit member assigned to the position of the Executive Assistant to the Superintendent, the Payroll and Benefits Coordinator, the Accounts Payable Coordinator, and the Accounting Coordinator.

Each member of the bargaining unit shall, at the end of the contract year, be credited with a year of service for purposes of step movement on the salary schedule if that unit member has been duly appointed and has worked (including use of paid leave available under the collective bargaining agreement, but excluding unpaid leave) more than ninety (90) days during said contract year.

Any employee hired on or after July 1, 2011 will be required to receive his/her compensation through direct deposit.

SALARY SCHEDULE

ADMINISTRATIVE ASSISTANT TO THE PRINCIPAL (AAP) OR ADMINISTRATIVE ASSISTANT TO SPECIAL SERVICES DIRECTOR (AASSD)

Year	2020-2021	2021-2022	2022-2023
1	\$17.02	\$17.28	\$17.54
2	\$18.17	\$18.44	\$18.72
3	\$19.38	\$19.67	\$19.96
4	\$20.45	\$20.76	\$21.07
5	\$21.50	\$21.82	\$22.15
6	\$22.19	\$22.52	\$22.86
7	\$22.65	\$22.99	\$23.34
8	\$23.09	\$23.44	\$23.79
9+	\$23.44	\$23.79	\$24.14

ADMINISTRATIVE ASSISTANT (AA)

Year	2020-2021	2021-2022	2021-2023
1	\$16.41	\$16.66	\$16.91
2	\$17.29	\$17.54	\$17.81
3	\$18.30	\$18.57	\$18.85
4	\$19.39	\$19.68	\$19.97
5	\$20.56	\$20.87	\$21.19
6	\$21.26	\$21.58	\$21.91
7	\$21.70	\$22.03	\$22.36
8	\$22.12	\$22.45	\$22.79
9+	\$22.45	\$22.79	\$23.13

Notes on Salary Schedule:

Diane Drosehn shall continue in the Administrative Assistant to the Principal (AAP) salary category so long as she is continuously employed by the District and included in the Administrative Assistant bargaining unit.

The AAP, AASSD, and AA salary schedules shall be increased in accordance with Article 12 – Insurance, Section H upon implementation of the health insurance contribution percentage changes.

Longevity

As recognition for their service to the District, employees working 20 or more hours per week shall receive a longevity payment in addition to their salaries according to the following schedule:

More than 10 years, but less than 15 years of service	\$300
More than 15 years, but less than 20 years of service	\$400
More than 20 years, but less than 25 years of service	\$700
25 years or more of service	\$750

On July 1, 2016 the former longevity step for employees with more than 5 years, but fewer than 10 years of service was removed by agreement of the parties. Employees who have at least five (5) years of service as of July 1, 2016 shall be grandfathered and shall receive a longevity payment in the amount of one hundred dollars (\$100) until they reach the first step of the longevity payment schedule above. Thereafter no employee shall be eligible for the one hundred dollar (\$100) longevity step.

This will be paid in the final pay period of the fiscal year as a lump sum, not as part of the base. Employees who retire prior to the end of the fiscal year shall be eligible for this payment. The first payment will be made in the final pay of June.

A unit member with previous experience in the paraprofessionals' unit of the Central Berkshire Regional School District shall receive, for the purpose of calculating one's access to longevity payment, credit, in- full, for previous years of service as a paraprofessional in the Central Berkshire Regional School District.

Article 5

WORK DAY/WORK YEAR

The work day will be eight (8) hours, not including lunch periods, for those employees working forty (40) hours per week, seven (7) hours, not including lunch periods, for those employees working thirty-five (35) hours per week, and six (6) hours, not including lunch periods, for those employees working thirty (30) hours per week. The work week will consist of five (5) consecutive days and there shall be no split shifts.

An employee on the payroll as of the date of the signing of this agreement shall not have her present regularly scheduled hours reduced during the term of this agreement except by agreement with the employee or after bargaining with the Association. During the summer months when school is not in session the work day may for full-day, full-year employees be reduced by one-half hour without loss of compensation at the sole discretion of the Superintendent of Schools.

On days when school opening at any or all schools is delayed, unit members will be paid their regular daily rate of pay. On days when school closing at any or all schools is early due to weather or similar emergency situation, unit members will be paid their regular rate of pay.

Unit members will not be required to arrange for substitutes beyond their regular work day.

Effective in FY 14, a school year Administrative Assistant will work two hundred (200) days. The school year Administrative Assistants work calendar will be as follows: one hundred-eighty (180) days in which students are in attendance, five (5) days immediately prior to the first day of school for students and five (5) days immediately after the last day of school for students. An additional ten (10) days will be scheduled at the discretion of the principal or special services director and approved by the Superintendent or his/her designee. When, due to cancellation of school or other reasons, there are insufficient work days remaining after the last day of school for students to permit an Administrative Assistant to work the full five (5) days as described above, the Principal, after consulting with the Administrative Assistant, and with the approval of the Superintendent or her/his designee, shall determine when those extra days will be worked.

Article 6

TRANSFER

A. Involuntary Transfer or Change of Assignment.

Whenever the transfer of a unit member or change of assignment of a unit member is contemplated, qualified volunteers shall be sought first. If there are no qualified volunteers, at least ten calendar days prior to the effective date of such transfer or change of assignment, the unit member shall be given written notice of the contemplated transfer or change of assignment. The unit member may, within those five calendar days immediately after receipt of said notice, request in writing of the Administrator who gave the written notice of the contemplated transfer or change of assignment for a meeting to hear the unit member's thoughts with regard to the contemplated transfer or change of assignment. Such Administrator shall, upon receipt of such written request from a unit member and within those three calendar days immediately after receipt of such request, meet with the unit member. Compliance with the procedural provisions of this paragraph (but not the substantive decisions hereunder made) shall be subject to the provisions of Article 3.

B. Voluntary Transfer or Change of Assignment

Whenever a unit member wishes a transfer or change of assignment to an unfilled Administrative Assistant position, he or she shall make application therefor. The decision to grant or deny an application for transfer or change of assignment made under this paragraph shall not be subject to the provisions of Article 3.

C. Temporary Transfer

Any bargaining unit member temporarily transferred to a non-bargaining unit position within the District Administrative office shall remain a member of the unit and shall retain all rights and all responsibilities of the unit.

Article 7

VACATIONS

1. Vacation leave, with pay, shall be credited each year on July 1st as follows:
 - A. After one (1) full year of service - ten (10) working days
 - B. After five (5) years service - fifteen (15) working days with an additional day of vacation for each year of employment thereafter to a maximum of 25 days.
2. Vacation schedules shall be approved by the employee's immediate supervisor and the Superintendent of Schools.

The employer agrees to change any previously scheduled vacation in instances where the employee becomes ill as verified by a doctor's certificate prior to the commencement of his or her vacation leave.

Vacation will, insofar as possible, be granted at the time most desired by the employee taking into account the needs of the District.

Upon written request, an employee will receive his/her vacation salary in advance of such requested vacation.

Unused vacation time may be accumulated to a maximum of thirty (30) days. At the start of each fiscal year no unit member will be credited with more than the maximum number of days. There shall be no cash settlement or payment for any vacation days not taken.

An employee leaving the employ of the school system shall receive payment in a lump sum equal to the amount of unused vacation leave and that portion they have earned in that year in which they leave.

If termination is caused by death, such payment will be made to the employee's spouse or beneficiary.

If an employee in a year-round position transfers to a school-year position, the employee shall retain his or her years of service in the year-round position for use in determining vacation time in the event that the employee transfers back to a year-round position with no break in service. The employee's anniversary date will begin on the date of initial employment within the unit, with no break in service.

Vacation days, up to 5 per year, that cannot be rolled over and/or exceed the maximum of 30 days due to a full year Administrative Assistant shall be transferred into their sick leave account.

Article 8

SICK LEAVE/RETIREMENT

A. **SICK LEAVE**

Each full year employee shall be credited with sick leave with pay at the rate of twelve (12) days per year. Each school year employee shall be credited with sick leave with pay at the rate of ten (10) days per year. Sick leave credit will begin the first day of the month in which the employee is employed, the first working day of that month. Sick leave shall be accumulated without limit. Any accumulation which present employees have at the effective date of agreement shall retain such accumulation.

Sick leave shall be granted for sickness or injury.

The employer shall not make it a general policy to request medical evidence of illness for periods of absence of less than three (3) consecutive days. Any request for medical evidence for absences of less than three (3) days shall be made on an individual basis.

The absence of a unit member for reasons of pregnancy and delivery of a child (not post-natal care of child) shall be deemed to be absence because of illness, and the right to leave of absence therefor shall be determined by the provisions of this article.

B. **RETIREMENT**

Upon retirement or death of an employee, accumulated sick leave of sixty (60) days shall be paid in a lump sum to the employee, or in the case of death, to his or her spouse or beneficiary; such sick leave shall be computed at his or her most recent daily rate of compensation at the time of retirement or death.

As a result of the unanticipated COVID-19 building closures in school year 2019-2020, the parties agree to increase the maximum number of accumulated sick days to be paid upon retirement or death from sixty (60) days to sixty-five (65) days in fiscal years FY22 and FY23. July 1, 2023 (FY24), and all subsequent fiscal years, the maximum number of sick leave days to be paid upon retirement or death shall revert to sixty (60) days.

Article 9

TEMPORARY LEAVES OF ABSENCE

A. Leave of absence with pay may be granted to an employee after the expiration of sick leave and vacation leave at the discretion of the school committee for unusual or extenuating circumstances.

B. Three (3) days leave of absence will be granted with pay each year for religious, personal, legal business, household or family matters which require absence during the normal working hours. Requests for temporary leaves of this nature shall be given forty-eight (48) hours prior to taking such leaves, except in cases of emergency.

C. Time with pay will be granted to individuals who must necessarily testify in any legal proceedings connected with collective bargaining procedures.

D. Up to one (1) year of leave (without pay) for maternity reasons will be granted. Notice of pregnancy will be given as soon as possible.

E. Temporary leave of absence with pay will be granted for rendering care or comfort to an ill member of the Administrative Assistant's family (Administrative Assistant's spouse, child, parent, sibling,

grandchild, current in-laws and persons living within the Administrative Assistant's household). Said leave shall not cumulatively exceed five days in any one work year.

F. Temporary leave of absence with pay will be granted in the event of the death of the husband, wife, parent, sibling, child or persons living within the Administrative Assistant's household of a Unit member, for a period not in excess of five (5) calendar days. Such leave is to be used within 30 days immediately following the date of death, except that where interment is delayed, any one or more of said days may be used to attend the interment and related services.

G. Temporary leave of absence with pay will be granted in the event of the death of a Unit member's grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, niece, or nephew for a period not in excess of three (3) calendar days. A temporary leave of absence with pay of a period not in excess of three (3) calendar days will be granted in the event of the death of the father, mother, brother, or sister of a persons living within the Administrative Assistant's household. Such leave is to be used within 30 days immediately following the date of death except that where interment is delayed, any one or more of said days may be used to attend the interment and related services. Upon the Unit member's request, the Superintendent/Principal may, but need not, extend leave up to two additional days.

H. The committee may grant a temporary leave of absence of up to one year for a unit member to assume the position of the Executive Assistant to the Superintendent.

I. The Committee may but need not grant other temporary leaves of absence to an employee for such reason or reasons as shall be deemed appropriate by the Committee. Such leave, as granted, shall be upon such terms and conditions as the Committee shall determine and the grant, denial, and imposition of terms and conditions by the Committee with respect to each leave shall be conclusive and shall not be subject to grievance or arbitration.

J. The School Committee shall abide by the provisions of the Family and Medical Leave Act (FMLA), M.G.L. c. 149, § 105D (the so-called Massachusetts Parental Leave Act (MPLA)), Small Necessities Leave Act ("SNLA") M.G.L. c.149, s. 52D, and the Domestic Violence Leave Act (DVLA) Chapter 260. The School Committee's policies regarding the above-referenced provisions will be posted in each Administrative office.

Leaves under the provisions of this Agreement, which are also eligible under the FMLA and/or MPLA, shall run concurrently as both FMLA/MPLA and contractual leave, and the more liberal of the provisions shall apply.

Article 10

PROFESSIONAL IMPROVEMENT

With prior approval of the Superintendent, the District may require and/or approve requests or applications to attend workshops, seminars, conferences or other professional improvement sessions attended by members of this unit. The Committee will pay the reasonable expenses (including meals, fees, and transportation). The Superintendent's sole decision is not subject to the provisions of Article 3.

The District shall reimburse unit members for use of their own motor vehicles for inter-school travel made at the direction of the Superintendent or his/her designees upon submission of appropriate evidence of such use, provided always that such reimbursement shall be at the IRS standard mileage rate for the first 15,000 miles of use.

The District shall, upon the request of the Association, conduct or cause to be conducted at least one in-service program per year for the purpose of fostering the professional improvement of unit members. The entire cost of such in-service program shall be borne by the District. Such in-service program shall be held on a work day when schools are not in session. The Superintendent's sole decision is not subject to the provisions of Article 3.

Article 11

VACANCIES

1. Whenever any vacancy in a bargaining unit position occurs it will be publicized by means of a notice placed on the bulletin board in each school at least seven (7) calendar days in advance of the anticipated appointment. The duties and the rate of compensation for the position will be set forth in the notice. Vacancies may be temporarily filled by transfer by the Superintendent of Schools.

2. All employees covered by this contract may make application for such positions. Due weight will be given to qualifications and length of service of such applicants. Preference in filling such vacancies will be given to qualified employees of the District.

Article 12

INSURANCE

A. The District will pay for Administrative Assistants whose duties regularly require no less than 20 hours per week 85% of the cost of a \$10,000 term life insurance plan of the type presently available to employees.

B. The District and employees will make contributions toward health insurance coverage in accordance with the percentages listed in the Memorandum of Agreement entered into with the Public Employee Committee (PEC). As stated in said Memorandum of Agreement, after June 30, 2015, the School Committee and/or the Association may negotiate contribution ratios which differ from the ratios listed in said Memorandum of Agreement.

C. The District will pay 50% of the cost of dental insurance coverage with benefits substantially equivalent to those benefits made available to employees on July 1, 1992.

D. Each employee, as a condition of the District paying for a portion of hospital and surgical insurance or HMO or PPO or POS or other medical coverage, or Delta Dental coverage, shall from time to time as requested by the District provide the District with written statement of such employee's health and surgical insurance, HMO or PPO or POS or other medical coverage and dental coverage from all sources and provide such identifying information about the same as the District shall request.

E. Notwithstanding the foregoing, the District shall not be obligated to provide or pay for any hospital or surgical insurance or HMO or PPO or POS or other medical coverage if the employee is covered by hospitalization and surgical insurance or HMO or PPO or POS or other medical coverage through his/her spouse.

F. Cafeteria Plan under internal Revenue Code Section 125 will be offered to eligible employees.

G. The District will provide health insurance to the bargaining unit members in accordance with the Memorandum of Agreement entered into with the Public Employee Committee (PEC). The Association understands that the plans and/or co-payments may change consistent with Massachusetts law and regulations in accordance with the terms of the Memorandum of Agreement entered into with the PEC or subsequent Memorandums of Agreement.

H. Effective July 1, 2021 or upon agreement by all bargaining units, whichever occurs later; employees shall contribute twenty percent (20%) of the total premium cost of the H.M.O. Plan with the remaining percentage (i.e., eighty percent (80%)) to be contributed by the District, employees shall contribute thirty percent (30%) of the total premium cost of the P.O.S. Plan with the remaining percentage (i.e., seventy percent (70%)) to be contributed by the District, and employees shall contribute thirty-five percent (35%) of the total premium cost of the P.P.O. Plan with the remaining percentage (i.e., sixty-five percent (65%)) to be contributed by the District.

Effective upon the implementation of the insurance contribution listed above, the AAP, AASSD, and AA salary schedules shall be increased by 1.75%.

Article 13

HOLIDAYS

The following days shall be considered to be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Day After Thanksgiving

Should any holiday fall on an employee's normal day off, the nearest scheduled working day will be considered to be the holiday.

Holiday pay shall be a regular day's pay at straight time rate. If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation with pay.

Any employee required to work on a holiday shall receive an amount equal to one and one-half times his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to four (4) hours work at the above rate.

Article 14

OVERTIME

Employees may be required to work overtime. They shall be paid at a rate of one and one-half times their normal rate for all hours in excess of eight (8) hours in one day or forty (40) hours in one week.

Article 15

PERSONNEL FILE

Administrative Assistants will have the right, upon request, to review the contents of their personnel file, excluding confidential recommendations rendered upon initial employment. An Administrative Assistant will be entitled to have a representative of the Association accompany him/her during such review. Also they will have the right to review with their supervisor any evaluation, prior to this being submitted to the Central Office and the School Committee.

Article 16

JURY DUTY

An employee who serves on jury duty shall receive the difference in pay between his/her salary and the compensation he/she receives for jury duty. Employees shall report to work immediately after release from jury duty for the remainder of the day, or whenever their attendance is not required in court.

Article 17

DISCIPLINE, DISCHARGE AND SUSPENSION

The Association and each unit member recognize the authority and responsibility of the administration to reprimand and discipline a unit member for just cause. No unit member will for disciplinary reasons be reduced in rank or compensation or deprived of any professional advantage without just cause. Any reprimand by any member of the administration shall be made in private. The presence or absence of just cause shall be subject to grievance and arbitration as provided in Article 3 unless the unit member proceeds to challenge the reprimand or discipline in a proceeding provided by statute, in which event the unit member shall not use grievance or arbitration provided for in this agreement.

The provisions of this Article do not apply to Administrative Assistants who have been employed by the District for less than ninety (90) working days, and said Administrative Assistants are deemed at-will employees.

Article 18

PART TIME EMPLOYEES

Part-time employees working 20 hours per week or more shall receive those benefits extended to full time staff, except that all leaves shall be on a prorated basis. Part-time employees working less than 20 hours per week shall not receive benefits.

Article 19

MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the Employer are retained by it.

Article 20

GENERAL

- A. There will be no reprisals of any kind taken against any unit member by reason of his/her membership in the Association or participation in its activities; or non-membership in the Association or non-participation in its activities.
- B. Grievance or negotiation meetings normally will be commenced after the normal dismissal time. If negotiation meetings are scheduled between the Committee and the Association during a school day, the 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. Under extreme and emergency conditions when it is necessary for representatives of the Association to schedule meetings during the school day in order to prepare negotiations, not more than three (3) such representatives at one time, upon notice to the Superintendent of Schools by the President of the Association, be released as necessary in order to permit participation in such meetings, provided, however, that their salary will be reduced by the cost of the Committee of employing necessary substitutes. When it is necessary, pursuant to the "Grievance Procedure" for a member of the Administrative Assistants Negotiating Committee as designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she will, upon notice to his/her principal and to the Superintendent by the President of the Association or his designee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any unit member whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.
- C. The School Committee recognizes the right of individuals to work and advance on the basis of merit, ability, and potential without regard to race, sex, color, disability, religion, national origin, gender identity, sexual orientation, age, or union activity. Non-discrimination and equal opportunity are the policy of the School Committee in all of its employment programs and activities.
- D. The Committee will promptly provide Association with one copy of the minutes of official and open (as opposed to "Executive Sessions") meetings of Committee together with the agenda and attached documents (including but not limited to the preliminary budget and final approved budget) after same have been duly approved by the Committee.
- E. Copies of this Agreement will be printed at Committee expense and a copy given to each unit member in the employ of the Central Berkshire Regional District School System. If the Association and Association members desire additional copies, the Committee or its designee will furnish same at printer's cost each copy. Copies of this Agreement shall be printed in such format as the Committee shall determine.
- F. If any provision of 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 permitted by law, but all other provisions or applications will continue in full force and effect.
- G. The names of new staff members covered under the "Recognition" clause of this Agreement and their building or assignment will be furnished by the Committee to the Association as soon as practicable after engagement. Names of new Administrative Assistants engaged during July and August will be furnished to the Association by September 15.
- H. The District agrees to indemnify unit members from personal financial loss and expenses, including legal fees and costs, if any, as provided and to the extent permitted under Massachusetts General Laws, Chapter 25B, Section 9.

I. Any signed written complaint regarding an Administrative Assistant made by any member of the administration, parent, student or other person will be called to the attention of the Administrative Assistant within 15 days. Any unsigned, anonymous complaints will be destroyed.

J. Twelve month Administrative Assistants shall not report to work during a State of Emergency declared by the Commonwealth of Massachusetts covering Berkshire County, without loss of pay.

K. In the event of a scheduled extended leaves of absence, the supervising administrator shall make reasonable efforts to secure substitute coverage for Administrative Assistants. Substitute coverage may be provided by non-bargaining unit personnel on a temporary basis. Substitutes shall not assume bargaining unit work on a permanent basis.

Article 21

REDUCTION IN FORCE

Any reduction in staff will be strictly according to seniority within the separate classifications of positions within the bargaining unit. For the purposes hereof: (a) any employee's seniority will be determined as the length of continuous employment from the day of initial employment in the bargaining unit; (b) employee shall receive credit, as continuous service, for any time that the employee was on leave authorized by provisions of this or any predecessor agreement. Lots shall be used to resolve ties in seniority.

Article 22

TERMINATION

This Agreement between the employer and the Union shall become effective on July 1, 2020, and shall continue in full force and effect to and including midnight June 30, 2023.

Article 23

WORKER'S COMPENSATION ACT

If an employee, because of injury sustained in the course of and arising out of his/her employment by Committee, is receiving benefits under Section 34 of Chapter 152 of the General Laws of the Commonwealth of Massachusetts (Worker's Compensation Act), the Committee shall pay to such employee each pay period so long as such employee is receiving benefits under said Section 34, an amount equal to the difference between the employee's salary at the time of such injury and amount of weekly indemnity being received by the employee. The total amount payable under this article because of any one injury shall not exceed an amount obtained by multiplying the number of such employee's accumulated sick leave days by such employee's per diem rate. (Total amount payable = number of employee's accumulated sick days X employee's per diem rate.) The number of accumulated sick leave days available to the employee shall be reduced by an amount equal to the total sum paid to employee under this article divided by the employee's per diem rate. (# that accumulated sick days is to be reduced by = total sum paid to employee divided by employee's per diem rate.)

If the illness or injury of an employee comes within the purview of both this article and Article 8, it shall be deemed to come within the purview of this article, and as such employee shall not be paid any benefits pursuant to Article 8 for such illness or injury, except as is provided in the preceding paragraph.

Article 24

SALARY DEDUCTIONS

The District agrees to deduct from the salaries of unit members such sums as shall be authorized by the employees, upon forms satisfactory to the District, for United Way donations, group insurance payments, credit union payments, and payments for "tax-sheltered" annuity established pursuant to the United States Public Law No. 87-370.

Article 25

EVALUATION

- A. Evaluation is intended to be a constructive process, the purpose of which is to improve the quality of performance provided by the Employee. The evaluation system that follows will be in force during the life of this contract and is based upon a philosophy that a high level of work performance can only be achieved in an atmosphere of mutual respect, trust and positive dialogue among all the participants in the evaluation.
- B. Each unit member will be evaluated once in each academic year. Evaluations will be in written form and be conducted openly and with full knowledge of the employee. The annual evaluation will consist of a self-evaluation as well as the supervisor's evaluation.
- C. All evaluations will be prepared in two (2) copies. Each employee will receive one (1) copy of the evaluation during a post evaluation conference with his/her supervisor.
- D. Evaluations will be conducted and prepared by an appropriate member of the administration.
- E. Evaluations will be completed and copies provided by June 15th of each academic year. The evaluation of June 15th will make a specific recommendation on continued employment.
- F. Employees will have ten (10) days from the receipt of the evaluation to make any written comments regarding their evaluation. Any such comment will be attached to the evaluation and placed in the individual's personnel file.
- G. Employees will be given the opportunity to sign their evaluation, given with the understanding that their signature does not imply agreement with the contents of the evaluation.
- H. An employee whose evaluation does not recommend "unconditional reappointment" will be placed on an Intensive Employee Support Plan (IESP). The IESP will be prepared by or under the direction of such employee's Principal, Special Services Director and/or the Superintendent. The Association may elect to participate in the preparation and direction of the IESP. The employee not recommended for "unconditional employment" shall receive their IESP within 15 working days of having received their evaluation.
- I. An employee shall have their IESP evaluated every 10 weeks during the academic year. The purpose of the 10-week evaluation shall be to determine if the employee has reached a satisfactory level of performance and is recommended for "unconditional reappointment". When the employee is found to be satisfactory in his/her performance, the IESP will no longer be in effect. Should it be determined at the end of the academic year that the employee has not reached a satisfactory level of performance, the employee is subject to termination.

This Agreement entered into this 25th day of February, 2021.

WITNESS:

Gregory Boiao

Gregory Boiao

For the Employer:

Barbara Craft-Reiss

Chairperson
Central Berkshire Regional School Committee 2021-03-01

For the Union:

Lara Miller

Executive Secretary
Central Berkshire Education Association
2021-03-02

Signature Certificate

Document Ref.: UKFGF-GZHSV-VZX50-XXUUS

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