

BAY PATH UNIT M ASSOCIATION

And

**THE SOUTHERN WORCESTER COUNTY REGIONAL
VOCATIONAL
SCHOOL DISTRICT COMMITTEE**

July 1, 2021 – June 30, 2024

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PARTIES TO THE AGREEMENT

WHEREAS, the Southern Worcester County Regional Vocational School District Committee, hereinafter, the "Committee" is the duly incorporated and recognized representative of the Southern Worcester County Regional Vocational School District, and

WHEREAS, the Bay Path Unit M Association, hereinafter, the "Association" is the sole representative of the professional employees defined herein.

NOW, THEREFORE, pursuant to Chapter 150E of the General Laws of Massachusetts, the parties do hereby agree as follows:

ARTICLE I EMPLOYEE UNIT

The Committee agrees and does hereby recognize Unit M as the exclusive representative, for the purpose of bargaining with respect to wages, hours, standards of productivity and performance and other conditions of employment, of the following employees of the District: Dean of Students; Vocational Director; Assistant Vocational Director/Director of Cooperative Education; Curriculum Coordinator, Assistant Pupil Personnel Services Director. The parties acknowledge that these titles may change in the event there is a reorganization pursuant to Article XIII.

ARTICLE II CONSTRUCTION

Wherever the singular is used and the context clearly so requires, it shall include the plural. Wherever the masculine is used and the context clearly so requires, it shall include the feminine.

Wherever any provisions of this Agreement shall require that any act be done or not done by the Southern Worcester County Regional Vocational School District Committee, by the Superintendent or by any member of the Administration of the School, such act may be done or may not be done, as the case may require, by the designee of the Committee or the Superintendent.

ARTICLE III COMMITTEE PREROGATIVES

The parties recognize that the Committee has and will continue to retain, whether exercised or not, the sole and unquestionable right, responsibility and prerogative to direct the operation of the Bay Path Regional Vocational Technical High School in all aspects, including but not limited to the following: to maintain a vocational school and such other educational activities as in the judgment of the Committee will best service the interests of the District; to give the students of the District as nearly equal advantages as may be practicable; to provide the District with school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of pupils to be admitted into the school; to make such provisions as will enable each child of the District to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and

discipline for the school; to decide the textbooks to be used; to make rules for the arrangement, use and safe-keeping of the school library and to approve the books selected therefore; to approve plans for school buildings; to prepare budgets, in its sole discretion, to expend monies appropriated for the maintenance of the school, and to make such transfers of funds, within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any part of the specific terms and provisions of this Agreement.

ARTICLE IV STATUTORY RESPONSIBILITIES OF THE COMMITTEE

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Committee. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Committee under the Laws of the Commonwealth, which powers include the power to adopt and establish policies to the extent that such policies do not contravene any express provision of this Agreement.

ARTICLE V MANAGEMENT RIGHTS

The management of the Bay Path Regional Vocational Technical High School, and the direction and control of the staff, including the right to plan, direct and control school operations; to determine the number and location of operations; to determine the means, methods, and schedules of operations; to alter, rearrange, change, extend, curtail, or discontinue its operations partially or completely; to determine the methods of educational delivery to be used and services to be rendered; to determine the size, scheduling and assignment of the staff; to establish standards and maintain quality of performance; to establish and require employees to observe the publicized rules and regulations and reasonable standards of conduct; to maintain order and discipline or discharge employees in accordance with applicable statutes, shall be the right, solely and exclusively, of the Southern Worcester County Regional Vocational School District.

The foregoing enumeration of management's rights is not intended to be all inclusive but indicates the type of matters or rights which belong to and are inherent to management and shall not be deemed to exclude other rights of management not specifically set forth. The Southern Worcester County Regional Vocational District, therefore, reserves all rights, unless they are limited by the language of a provision of this Agreement.

Any of the rights, powers, authority and functions the Southern Worcester County Regional Vocational School District has prior to the negotiation of this Agreement are retained by the School District, except as expressly abridged by a specific provision of this Agreement. The District not exercising rights, power, authority and functions reserved to it or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of its right to exercise them in some other way not in conflict with a specific provisions of this Agreement.

**ARTICLE VI
EMPLOYEE RIGHTS**

The rights and benefits provided to persons covered by this Agreement are in addition to those guaranteed by City, State or Federal Law.

**ARTICLE VII
RELATIONSHIP BETWEEN CONTRACTUAL AND OTHER REMEDIES**

Employees must elect between remedies under the grievance and arbitration procedures in this agreement, and remedies from outside agencies and courts. In no event shall an employee pursue both, concurrently or consecutively.

ARTICLE VIII
[Deleted in 2021-24 Agreement]

**ARTICLE IX
PAYROLL DEDUCTIONS**

- A. The District agrees to deduct membership dues from the salaries of bargaining unit members, who by October 1 of that year have voluntarily submitted a written authorization. Unit members may revoke their authorization by submitting written notice to the District.
- B. The amount so deducted will be remitted in accordance with such authorization to the Association for disbursement to the respective organizations, provided that the Committee shall be under no obligation to make any such deductions after the receipt of a revocation, in accordance with the terms thereof.
- C. The Committee also agrees to authorize payroll deductions to approved Credit Unions.
- D. Annuities may be deducted for a limited number of companies, such companies to be approved by the School Committee.
- E. The District shall maintain Dependent and Medical Care Account Plans, whereby bargaining unit members may, if they pay their share of the applicable administrative fee, have certain pay withheld to cover eligible child care and uninsured medical expenses. Such plans shall be governed by the applicable law, the plan descriptions, and the procedures employed by the third-party administrator that will be used to implement these plans.

**ARTICLE X
INSURANCE PROTECTION**

- A. Health and Life Insurance
 - 1. The District will pay 85% of the cost of an HMO product selected by the employee from among such products made available to employees of the District except that the district shall pay 70% of the cost for those employees whose first contract with the

district begins after July 1, 2011. The District shall have the authority to take certain actions for the purpose of securing favorable premiums, including elimination of under-subscribed plans; consolidation of participants into a smaller number of plans or a single plan; entrance into a multi-employer trust or group or similar entity for the purchase of insurance and offering the products available through the trust or group. Should the District make any of these changes, it will make its best efforts to ensure that the quality and scope of benefits are not materially diminished. Any unilateral changes made by insurers to products in the area of benefits or co-payments shall not be subject to a bargaining obligation. This includes changes effected by insurers by discontinuing products and offering products with different names or designations in their place. In the event of any changes to health insurance, the District's obligation shall be met by giving the Association notice of the change within a reasonable time after the change is made known to the District.

2. The Committee agrees to pay the full premium for a \$10,000 group life insurance plan covering all employees based upon the plan in force during the school years covered by this agreement. Individuals may subscribe for additional coverage for themselves and/or other family members: the cost of any coverage in excess of \$10,000 to be borne by the insured.

B. Workers' Compensation

The Committee, having accepted the provisions of Section 69 of Chapter 152 of the Massachusetts General Laws on August 30, 1973, will pay to employees governed by this contract who receive injuries arising out of and in the course of their employment, or, in the case of death resulting from such injuries to the persons entitled thereto, the compensation provided for under Chapter 152.

C. Longevity

Unit members shall be paid longevity, in equal installments throughout the year in addition to regular salary, in the following amounts based upon completing years of continuous service to the District. (see table)

YEARS	AMOUNTS
10	\$1500
15	\$2000
20	\$2500
25+	\$3000

**ARTICLE XI
PERSONNEL FILES**

Employees' files shall be kept and controlled by the Superintendent/Director or his/her designee, and maintained under the following circumstances:

- A. No material regarding an employee's conduct, service, character or personality shall be placed in the employee's file unless the individual has viewed the material and signed it and said employee will be sent a copy at the same time. The file copy shall be signed on receipt. This does not imply that the employee agrees with the material.
- B. A copy of the Evaluation Form shall be sent to the employee before it is filed.
- C. The employee shall have the right to submit a written response to the statement within ten (10) working days. The reply shall also be included in the file.
- D. On request, an employee shall be given access to his/her file without unreasonable delay.
- E. On receipt of a written request, the employee or his/her Association representative, if he/she so designates in writing, shall be furnished a reproduction of the material in his/her file.

**ARTICLE XII
EVALUATION OF ADMINISTRATORS**

The District shall conduct regular progress/performance evaluations for each employee. The evaluation system is intended to 1) establish individual goals that align with the District and to ensure a common understanding by both manager and employee of what is expected in terms of job performance; 2) serve as the basis for identifying employee accomplishments, as well as the need for performance improvement; 3) plan training, guidance and self-development activities that will help employees gain the knowledge and skills to improve performance, advance career goals, and increase job satisfaction; 4) provide documentation of employee performance to serve as the basis for personnel actions; and 5) to continuously improve the education and services offered by the District. The District may conduct additional evaluations when appropriate in judgment of the Superintendent. A performance evaluation completed by someone other than the Superintendent may be appealed to the Superintendent. The Superintendent's decisions regarding matters arising under this article shall be final and shall not be subject to appeal under the grievance and arbitration procedures. The Association will work collegially with the District to revise the administrator evaluation process, procedures, and instruments and shall be implemented as required by the Massachusetts Board of Education beginning in Fiscal Year 2013.

Administrator Evaluation Cycle:

Unit M members will participate in a 2-year Evaluation Cycle. All Unit M members will receive a rating as assigned under the evaluation system at the end of Year 1 and the end of Year 2.

The requirements for Unit M members are identified in the chart below.

Year 1 of 2	Due Date to Superintendent	Year 2 of 2	Due Date to Superintendent
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Administrator Self-Assessment	September 15	End of Cycle Report	June 5
Administrator Goals	September 15		
Mid-Cycle Report	June 5		

The requirements for the Superintendent are identified in the chart below.

Year 1 of 2	Due Date to Unit M Members	Year 2 of 2	Due Date to Unit M Members
Administrator Self-Assessment Review	September 30	End of Cycle Report Signature	June 15
Administrator Goals Approval	September 30	Summative Evaluation	June 15
Mid-Cycle Report Signature	June 15		
Formative Evaluation	June 15		

**ARTICLE XIII
JOB DESCRIPTION**

The Superintendent shall have the discretion to create and revise job descriptions for members of the bargaining unit. Notwithstanding any other provision of this agreement, the Superintendent has the discretion to reorganize the administration in any way that in his judgment best serves the needs of the District, including by realigning duties, by changing job titles and/or reporting relationships, and by adding or subtracting duties or positions.

Prior to implementing a change in an individual job description, the Superintendent will provide notice of the changes to the individual(s) affected and permit the affected employee an opportunity to have input regarding the changes. Likewise, if a re-organization is contemplated, the Superintendent will permit Unit M and all affected administrators the opportunity to have input regarding the changes. Ultimately, the decision of the Superintendent shall be final, and not subject to appeal through the grievance and arbitration procedures.

**ARTICLE XIV
PERFORMANCE OF DUTIES AND RESPONSIBILITIES**

- A. Administrators will work either a full 12-month work year or a school year work year as determined by their respective job descriptions.
- B. Work Schedules.

1. The parties recognize that as professionals the work schedule of each administrator shall be established by the Superintendent or his designee to provide for the performance of the duties of the administrator consistent with the needs of the school and the terms of this Agreement.
2. The work schedule of the administrator shall be arranged, where required so as to provide for so-called "peak periods of work", during which the administrator may be required to devote an unusual amount of time to the discharge of his normal duties during any work week.
3. In establishing, or adjusting, the work schedule of any administrator, the Superintendent-Director or his/her designee should also consider that there might be periods during which the discharge of the duties of the administrator may permit flexible scheduling.
4. Consistent with the needs of the school, the Superintendent-Director, or his/her designee, after consultation with the administrator, shall arrange from time to time for such flexible workday and/or week of such administrator as he/she, in the exercise of his/her discretion shall so determine. Such decision shall not be subject to the Grievance Procedure of this Agreement.
5. Unit M members shall have the same day before Thanksgiving as the teachers.

C. Inclement Weather

1. If school is cancelled, administrators do not have to report to work; (2) If there is a school delay administrators may report one hour before students; and (3) for early dismissal, administrators may depart 30 minutes after students have departed.

D. School Year Administrators.

The work year for school year administrators shall consist of all pupil session days plus twenty (20) additional workdays which shall be determined by the Superintendent-Director and communicated in writing to the Association in the preceding year after the school calendar is approved. The twenty days will include 5 days immediately before and 5 days immediately after the academic school year. The other 10 days will be used for attendance at school functions, professional development, and other meetings and activities as determined by the Superintendent-Director. Workdays will be same for pupil session days and non-pupil days unless otherwise determined by the District and communicated to employees.

E. Workday

1. The workday for unit members during the school year shall ordinarily be from 7:30 A.M. to 3:30 P.M. unless determined otherwise by the Superintendent
2. The workday for unit members during the summer recess and school vacations shall ordinarily be from 7:30 A.M. to 2:00 P.M.

- F. Employees shall ordinarily have a duty-free lunch of thirty (30) minutes.
- G. Unit members may be required, on occasion, to attend School Committee Meetings as part of their professional responsibilities, without any additional compensation or time off. There shall be two Program Advisory and one General Advisory meeting each year. Academic administrators shall be exempt from (1) Program Advisory Committee meeting with the approval of the Superintendent but all administrators must attend the General Advisory meeting. There shall be at least one academic administrator at each of the Program Advisory Committee meetings. Vocational administrators will attend all Advisory Committee meetings. Academic administrators will attend both Parent's Nights. Vocational administrators will attend the spring Parent's Night. By September 15th of each year, the Association shall provide to the Superintendent a list of Unit Members attending each of the Advisory Committee meetings.
- H. School functions which take place after school hours (e.g. school dances), other than those required by the position, or assigned as part of the work year pursuant to Section D above, shall be covered on a rotating basis by applicable unit members. Sufficient notice will be given concerning coverage (e.g., at least two weeks prior to the event) and emergency coverage will be handled accordingly.
- I. Employees may be required to submit to criminal background checks in accordance with state and local policies and regulations. As part of the implementation of this process, the District agrees to pay the initial costs of fingerprinting for administrators hired before 8/1/2013.

**ARTICLE XV
LEAVES OF ABSENCE**

A. Sick Leave

- 1. a. All full year employees originally hired by the District before July 1, 2009, shall earn eighteen (18) sick days per year. Six (6) of these days shall be received on the first day of the year and the remaining twelve (12) days shall be earned at the rate of one (1) sick day per month. Full year employees hired by the District after June 30, 2009 shall earn 12 sick days per year at the rate of 1 sick day per month. Up to five (5) of these days may be used for illness in the immediate family.
- b. All school year employees, originally hired by the District before July 1, 2009, shall earn sixteen (16) sick days per year. Six (6) of these days shall be received on the first day of the school year and the remaining ten (10) shall be earned at the rate of one (1) sick day per month. School year employees hired by the District after June 30, 2009 shall earn 10 sick days per year at the rate of 1 sick day per month. Up to five (5) of these days may be used for illness in the immediate family.
- c. The Superintendent-Director shall have the discretion to advance sick leave to an administrator to be applied against sick leave to be earned later in the same academic year.

2. Sick Leave shall accumulate (when not used) during the length of employment.
3. Unit members shall be entitled to receive partial payment for accrued unused sick days upon death or retirement only, subject to the following provisions of this paragraph:
 - a. A maximum of 290 days shall be available for buyback. An eligible employee shall receive \$55 per day for the first 195 days, and \$75 per day for days 196 to 290.
 - b. In order to receive this payment, the employee must have no less than 13 years of service and must notify the Superintendent in writing at least one year prior to the date of retirement.
 - c. In the event the employee dies or fails to give sufficient notice of retirement to permit the buyback amount to be budgeted, the District shall have the option of deferring payment to the following fiscal year.
 - d. Unit members shall receive reimbursement under this provision no later than July 31 of the year of retirement.
4. An employee in the Southern Worcester County Regional Vocational School District excluded or removed from employment on account of tuberculosis in a communicable state shall be carried on sick leave pursuant to the provisions of M.G.L. Ch. 71, Section 55B.
5. Sick leave may be used only in cases where the employee is genuinely ill and where the employee is not being compensated under another leave program, insurance program or in accordance with statutes (e.g., workers' compensation). An employee on Workers' Compensation may use sick leave to bring his/her pay up to 100% of base pay. Employees will make every effort to schedule routine medical and dental appointments outside of the work day.
6. Sick Leave Abuse. In an effort to control improper or excessive use of sick leave, the Superintendent may designate certain individuals as "Suspected Sick Leave Abusers" (SSLA). This designation shall be made in the Superintendent's discretion exercised in accordance with the guidelines set forth in this section and shall entitle the Superintendent to invoke certain remedies with respect to these individuals. This provision is not the exclusive means for the District to combat sick leave abuse, and the District's failure to designate an individual as an SSLA shall not prevent the District from taking direct disciplinary action in cases of sick leave abuse.
 - a. Criteria. The District may designate an employee a suspected sick leave abuser (SSLA) when, in the opinion of the Superintendent, the employee has met any of the following criteria:
 - i. Employee has 6 or more occasions (as defined above) of sick leave usage in a given year;
 - ii. Employee has used more than 75% of sick leave accrued over the past two or more years;

- iii. Employee has a historically high usage of sick leave not explained by long term absences;
 - iv. Employee has been disciplined for sick leave abuse within the last five years;
 - v. Employee exhibits a pattern of sick leave usage (e.g., short absences patterned on certain days, or around days off); or
 - vi. Employee is observed while on sick leave engaging in activities inconsistent with being sick.
- b. Designation. The Superintendent shall make the designation of SSLA in writing with a copy to the Association. The making or refusal to make such a designation shall not be subject to the grievance and arbitration procedure. However, disciplinary action (suspension or discharge) taken based upon the SSLA status is still grievable. Such a designation is discretionary. For example, if the Superintendent determines that the circumstances meeting the criteria above are due to a bona fide disability, then the designation would not be made.
- c. Consequences. The District may impose any of the following consequences upon a duly designated SSLA:
- i. Requiring the employee to obtain medical certification for each absence;
 - ii. Exempting the employee from pay for coverage under Article XII, Section 5 of this agreement;
- d. Duration. An employee shall remain in SSLA status for one year from the date the District notifies him/her in writing of that status. If the employee has not made sufficient progress, the Superintendent may renew the SSLA designation for one additional year, at his discretion. The District may also re-designate the employee as a SSLA if the employee still meets one of the criteria set forth above.
- e. Discipline. If the District imposes discipline upon an employee for sick leave abuse, the District may impose any of the consequences listed above in addition to any discipline that may be imposed, irrespective of whether the employee had previously been designated as SSLA. Discipline will be imposed after an opportunity for a hearing and may include:
- i. Charging the employee 2 sick days for each subsequent sick day used;
 - ii. Reducing the rate at which the employee accrues sick leave;
 - iii. Requiring that the employee remain at home during any subsequent sick day, unless he/she has called in to let the Administration know of his/her whereabouts; or
 - iv. Imposing other discipline (e.g., suspension or discharge).

The provisions of this article shall not be subject to the grievance or arbitration procedures of this article.

B. Personal Leave

Employees will be allowed three (3) days personal leave annually with the approval of the Superintendent. In exceptional cases, the Superintendent may extend the above limit. Application

for personal leave must be made at least forty-eight (48) hours before taking such leave (except in cases of emergencies) and must be approved by the Superintendent. The applicant for such leave will not be required to state the reason for taking such leave other than he/she is taking it under this section. Employees may carry over up to one (1) unused personal leave day to the next year, but at no time may an employee carry more than four (4) personal day's total. All unused personal days shall be converted to sick leave.

C. Emergency Leave

Employees may be granted emergency leave at the discretion of the Superintendent. Emergency leave will be granted only if all available personal days have been exhausted. Emergency leave is defined as being absent due to unforeseen circumstances which require immediate action renderable only by the employee. With rare exception, this leave is granted only for family or personal emergencies.

D. Reserve Forces Leave

Military Leave shall be granted in accordance with state and federal law.

E. Statutory Leaves

1. Notwithstanding anything in this Agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the FMLA. Likewise, employees may exercise their rights to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA"), parental leave pursuant to the Massachusetts Parental Leave Act ("MPLA"), or Domestic Violence Leave pursuant to M.G.L. c. 149, §52E.
2. The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for covered military service members who become ill or injured in the line of duty while on active duty in the military.
3. The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employee's child, accompanying an employee's child to routine medical or dental appointments, or accompanying an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.
4. The MPLA provides an employee who has been employed for 3 months as a full-time employee with 8 weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute.

As long as the employee provides two-weeks' notice of their intent to return and returns at or before the expiration of 8-weeks, their right to return to the same or similar position is protected, as further detailed in the statute.

5. Unit members who are victims of domestic violence shall be granted leave in accordance with the terms of M.G.L. c. 149, §52E.
6. Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. Qualifying paid leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute. For example, a leave taken in connection with the employee's own illness (including medically documented disability resulting from childbirth), qualifies for the use of sick leave, while leave to care for another sick person qualifies for sick leave only to the extent that sick leave for family illness is available. Parental leave that is not taken in connection with any disability of the teacher would not generally be eligible for sick leave, except as provided in Section 5 above. In the event that an employee qualifies for FMLA, MPLA or SNLA leave, the School District has the right to designate applicable paid leave as FMLA, MPLA or SNLA leave. Leave entitlement will be calculated on a rolling 12-month basis. The School District shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this agreement. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the District, they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.

F. Bereavement Leave

Bereavement Leave with pay shall be granted in the amounts set forth below in cases of a death in the employee's family:

1. Five (5) days for a spouse, father, mother, brother, sister, or child/stepchild.
2. Three (3) days for stepbrother, stepsister, parent-in-law, stepparent, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild or near relative who resides in the same household or any person with whom the employee has made his or her home.
3. One (1) day for a near relative, defined as, first cousin, aunt, uncle, niece, or nephew.
4. Additional bereavement leave may be granted at the Superintendent's discretion.

G. Other Leaves

1. Leaves of absence without pay, for up to two (2) years, may be granted at the discretion of the Committee for the purpose of:
 - a. Family Illness (Immediate Family)
 - b. Professional Improvement

2. Any employee may be granted an unpaid leave of absence of up to two (2) years by the Committee to accept an appointment or position with the Massachusetts Teachers Association (MTA) or National Education Association (NEA).
 3. Any employee required to perform jury duty shall receive leave with pay for the period of such duty. Compensation shall be the difference between jury duty pay and the employee's regular salary.
- I. Employees shall not accrue any type of paid leave (sick, vacation, etc.) while in a leave status of any kind in excess of 30 consecutive calendar days.

ARTICLE XVI PROFESSIONAL IMPROVEMENT

A. Leave for Study or Professional Development

1. The Superintendent may grant a leave of absence to any unit member for the purpose of participating in study or research which substantially increases his/her professional ability. Such leave is granted solely at the discretion of the Committee upon the recommendation of the Superintendent/Director. The format for requesting such leave will be specified by the Superintendent/Director.
2. Any employee granted leave may receive compensation at the rate of full salary for one-half (1/2) year or one-half (1/2) salary for one (1) year. Such compensation shall be at the sole discretion of the Committee upon the recommendation of the Superintendent.
3. Prior to granting final approval for leave, the employee and the Committee shall enter into a written agreement. This agreement will include, but will not be limited to the following items:
 - a. the length and purpose of the leave;
 - b. an assurance that following termination of the leave the employee will return to the service of the Bay Path Regional Vocational Technical High School for a period three times the length of the leave; and
 - c. an assurance that the employee will provide the Superintendent with a detailed report regarding the activity of the leave on request.
4. In the event of the failure to complete the amount of service required by the agreement outlined immediately above, the employee will return to the school district an amount of the salary received while on leave apportioned to the amount of service not rendered.

B. Course Reimbursement

The District shall reimburse an employee for college courses each year provided the course has the advance approval of the Superintendent/Director. To be reimbursed an employee must

successfully complete the course by achieving a C or better in undergraduate courses and a B or better in graduate courses. The reimbursement shall not exceed \$1,450 in total tuition, books and fees for regular, graduate, or doctoral level courses. Reimbursement for said courses shall be paid no later than September 30, January 31, or June 30. Employees may apply this annual reimbursement to professional development courses with advance approval of the Superintendent-Director.

C. The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by administrators who attend workshops, seminars, conferences or other professional improvement sessions at the request and/or with the advance approval of the Superintendent (or his designee).

ARTICLE XVII GRIEVANCE PROCEDURE

- A. The purpose of this Article is to provide an orderly method for the settlement of grievances, which are disputes between the parties over a claimed violation of a specific provision of this Agreement. Grievances must be processed in accordance with the following steps, time limits, and conditions set forth in this article.
- B. Grievances concerning suspensions and other discipline may be brought under the procedure set forth in this Article. However, should an employee elect to pursue any statutory arbitration remedy, including arbitration pursuant to M.G.L. c. 71, §42D, such arbitration shall be the exclusive remedy for the discipline at issue.
- C. In general, letters issued by the District are not grievable or arbitrable, even if the letter points out a performance issue with which the employee disagrees. In such a case, the employee's sole remedy shall be to submit a rebuttal to the letter, which will be kept with the file copy of the letter. Such a rebuttal must be submitted within 15 calendar days of the date that the letter is delivered.
- D. All grievances filed at Step 1 and 2 of the grievance procedure shall specify:
1. The particular contract article and section alleged to have been violated,
 2. the facts supporting each alleged violation in reasonable detail,
 3. the date each act or omission violating the Agreement is alleged to have occurred and
 4. the remedy sought for each alleged contract violation.
- E. The Steps of the grievance procedure shall be as follows:

STEP 1:

The employee shall submit the grievance in writing to the Administrator designated by the Superintendent within 15 calendar days of the date that the employee or the Association knew or, with the exercise of reasonable diligence, should have known of the occurrence

giving rise to the grievance. The designated administrator and the Association may meet to discuss the grievance. If the grievance has not been resolved or responded to within 10 calendar days of receipt by the designated administrator, the Association may appeal to the next level. If there is no designated administrator, the grievance will commence at Step 2 within the 15-day timeline specified in this Step 1.

STEP 2:

If the grievance is not resolved in Step 1, the Association may appeal it by giving a written notice of such appeal to the Superintendent of Schools within 15 calendar days after the answer of the designated administrator is due. The Superintendent and the Association may meet to discuss the grievance. If the grievance has not been resolved or responded to within 15 calendar days of receipt by the Superintendent, the Association may appeal to the next level.

STEP 3:

If the grievance is not settled in Step 2, the Association may request a hearing before the School Committee, by submitting a written request, which may include a written summary of the basis of the grievance, to the Superintendent within 15 calendar days of the date the Step 2 response is due. The Superintendent will present the request to the School Committee in executive session at the next available meeting and shall communicate the School Committee's decision to the Association in writing within 5 days of the decision. If the decision is a denial of the request, then the Superintendent's written notification of the denial to the Association shall serve as the District's Step 3 response for the purposes of this Article. Should the School Committee agree to hear the grievance, the hearing will be held at or before the next available meeting after the meeting at which decision to hear the grievance is made. If the School Committee elects to have a subcommittee hear the grievance, then the hearing shall be scheduled at a time mutually agreeable to the parties. Thereafter, the Committee's written Step 3 response shall be due within 30 calendar days after the hearing.

- F. The parties agree to follow each of the foregoing steps in the processing of the grievance. If any step the District fails to give its written answer within the time limit therein set forth, the grievance shall be deemed to be denied, and the Association may appeal the grievance to the next step at the expiration of such time limit. Failure of the Association at any step to process according to the time limits set forth herein shall mean that the Association has waived the grievance, and the right to proceed further.
- G. The settlement or remedy of a grievance, including any monetary or back pay remedy, in any case, shall not be made retroactive for any period prior to 15 days before the date the grievance was first presented in writing.
- H. Arbitration
 - 1. If the dispute or grievance is not settled in the foregoing steps and it involves the claimed violation of an arbitrable provision of this Agreement, then the Association may seek

arbitration by filing a written demand for arbitration with the American Arbitration Association. The demand shall be filed with the American Arbitration Association within 30 calendar days of the District's answer in Step 2, unless Step 3 review has been requested, in which case, the demand must be filed within 30 calendar days of the District's answer in Step 3.

2. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The hearing locale shall be Bay Path Regional Vocational Technical High School, unless otherwise agreed by the parties. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School District, the Association, and the grievant. The decision of the arbitrator shall not violate any statutes of the Commonwealth, or regulations pursuant to such statutes.
3. The arbitrator's decision shall be final and binding and may be reviewed in court under G.L. c.150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of law. The dispute, as stated in the request for arbitration, shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree in writing to modify the scope of the hearing. A dispute that was not raised in the grievance may not be raised in arbitration. The arbitrator may not hear evidence or argument with respect to matters that are not arbitrable under this agreement.
4. The following matters shall not be subject to grievance-arbitration under this Agreement or other recourse:
 - a. Any matter involving the exercise of discretion accorded management under this agreement;
 - b. Disputes over alleged unlawful discrimination;
 - c. Changes in job descriptions or assigned duties;
 - d. Any incident which occurred or failed to occur prior to the effective date of this Agreement.

**ARTICLE XVIII
NO STRIKE - NO LOCKOUT**

- A. Neither the Association nor any of its agents nor any of its members will individually, collectively, concertedly, or in any manner whatsoever engage in, incite, participate in, aid or condone, whether directly or indirectly, any strike, sit-down, stay-in, slowdown, work stoppage, withholding of services or other interference with delivery of services, or resort for relief to any forms of self-help or other direct or indirect action which would have the effect of depriving the Bay Path Regional Vocational Technical High School of contractual services during the term of this Agreement and the Southern Worcester County Regional Vocational School District Committee agrees that during the term of the Agreement it will not lockout any of the employees covered by this Agreement.

- B. If any controversy or dispute of any nature arises between the Southern Worcester County Regional Vocational School District Committee, their employees and unions representing these employees or attempting to represent such employees, and further that if any controversy or dispute of any nature arises between the management or any company performing work for the Committee and/or on school premises, or for the School Committee under other conditions their employees covered by this agreement and the union representing those employees or attempting to represent such employees, or any company which supplies materials to the school, their employees or attempting to represent such employees, such controversy or dispute shall not affect in any way the rights and obligations of the parties herein established by this agreement; and if any such controversy or dispute results in or threatens to result in any strike, stoppage of work, or other interference with delivery of services, the parties hereto agree to abide by all provisions of this Article (No Strike - No Lockout clause) of this Agreement and to fulfill their obligations in accordance with the terms of this Agreement.
- C. Neither the violations of any provision of this agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state, or local law shall excuse employees, the Association or the School Committee from their obligations under the provisions of this Article.

**ARTICLE XIX
SALARY AGREEMENT**

- A. Financial adjustments beyond those negotiated increases to the salary of any administrator within the range of each classification may be made from time to time upon the recommendation of the Superintendent and at the sole discretion of the School Committee with notice to Unit M.
- B. The District shall pay salaries to members of the bargaining unit in accordance with the Salary Schedules found at Appendix A. Step increases shall be granted upon completion of three (3) years of continuous full-time service within the time from appointment, or from the previous step increase.

**ARTICLE XX
VACATIONS AND HOLIDAYS**

A. Holidays

- 1. The following days shall be paid holidays for full year (12-month) employees:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Patriot's Day	Friday after Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	Day before Christmas Day
July 4th	Day before New Year's Day

Labor Day

Half day before Thanksgiving

2. Three (3) additional vacation days may be taken, to be used only during the Christmas recess. The scheduling of the above additional vacation day(s) during the Christmas recess must be approved in advance by the Superintendent. Such days must be taken as vacation days and no payment in lieu of such days will be permitted. The Superintendent may require that one or more employees use one or more of these days at a different time. If the days off have already been scheduled, the Superintendent will first solicit volunteers to change their day(s) off, and if there are none, will change days off in an equitable manner.

B. Vacations

1. Employees on a full year schedule will be entitled to four (4) weeks of vacation a year.
2. Those employees on a full year schedule with eight (8) years of service at Bay Path will be entitled to five (5) weeks' vacation.
3. Fifty percent (50%) of these days may be taken during the school year with the approval of the Superintendent.
4. The Superintendent shall have the option of closing the facility for up to two weeks in July and requiring the use of vacation during that period. If the Superintendent determines that there will be no facility closing, or if the closing is less than two weeks, employees will nonetheless be required to use at least 9 days of vacation during the summer vacation. This requirement may be waived in specific cases, in the Superintendent's discretion.
5. Employees are expected to use at least half of their vacation leave prior to June 30. Any remaining vacation time beyond that, with Superintendent approval, will be disposed of in the following manner based upon the employee's preference:
 - Up to 7 days as carry over to the next fiscal year as vacation days.
 - Up to 6 days to be reimbursed to the unit member at his/her per diem rate.
 - Up to 7 days to be converted to sick time and carried over to the next year.
6. Vacation will be earned pro rata on a monthly basis in the final year of employment. Under normal circumstances Superintendent will allow the use of the years' accrual before it is earned; if the administrator leaves before the vacation is earned the overage will be recouped. If the separation is involuntary, any overage will not be recouped, and any unearned vacation will not be paid out.

ARTICLE XXI STABILITY OF AGREEMENT

- A. No agreements, practices, benefits, privileges, or understandings, oral or written, benefiting an employee or the employees covered by this Agreement, shall be controlling or in any way

affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties on or after the date of this Agreement.

- B. The failure of the District or the Association to insist, in any one or more instances, upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the District or the Association to future performance of any such term or condition and the obligation of the District or the Association to such future performance shall continue in full force and effect.
- C. No amendment, alteration, or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Association and the School District.
- D. Should any provision of this agreement be found to be invalid by operation of law or by a court of competent jurisdiction, all other provisions of this agreement shall remain in effect.

ARTICLE XXIII **EXTENT**

The Committee and the Association acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the Committee and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any term or condition of this Agreement.

Nothing in this provision shall be deemed to prohibit the parties to this Agreement from conducting negotiations during the term thereof by mutual consent.

Further, nothing in the foregoing shall derogate from the Association's right to impact bargain during the course of this Agreement on mandatory subjects as outlined in Chapter 150E of the General Laws of Massachusetts.

ARTICLE XXIV **PROBATIONARY PERIOD**

- A. Administrators newly appointed to positions in the unit shall be probationary employees for the first three years of employment. During the first year they shall be employees at will, and may be disciplined or dismissed during the course of the year without recourse to the grievance and arbitration procedures in this agreement. After completion of the first year, they may be dismissed during the year only for cause, but are subject to non-renewal of their employment for the following year without recourse to the grievance and arbitration procedures in this agreement.

- B. After an administrator commences working the fourth year in the unit, the administrator shall have completed the probationary period and shall be subject to suspension, dismissal, or non-renewal only for cause.
- C. Absences in excess of 30 days shall not count towards the running of the probationary period. In the event that an administrator is absent for more than one-half of the school year, that year will not count at all toward the three-year period.

**ARTICLE XXV
DURATION**

This agreement shall take effect July 1, 2021 and continue in effect through June 30, 2024.

WHEREFORE, the parties hereto hereunder set their hands and seals on the dates set forth below:

BAY PATH UNIT-M ASSOCIATION

**SOUTHERN WORCESTER COUNTY
REGIONAL VOCATIONAL SCHOOL
DISTRICT COMMITTEE**

Daniel McHown

Joseph A. Becken

Justin [Signature]

Date: 6/12/23

Date: 6/5/23

**APPENDIX A
PAY SCALES**

FY22 2%

Vocational Director (12 months)

Step	BA	MA	CAGS	Doctorate
1	124,786	126,200	126,552	126,906
2	126,441	127,855	128,209	128,562
3	128,096	129,509	129,863	130,216
4	129,750	131,164	131,518	131,871

Asst PPS Director (12 months)

Step	BA	MA	CAGS	Doctorate
1	114,386	115,800	116,154	116,506
2	115,992	117,406	117,760	118,113
3	117,599	119,013	119,367	119,719
4	119,206	120,620	120,974	121,327

Asst. Director/Coordinator (10 months)
(Asst Vocational Director, Dean, Curriculum Coordinator)

Step	BA	MA	CAGS	Doctorate
1	108,039	109,454	109,807	110,161
2	109,417	110,832	111,185	111,539
3	110,798	112,211	112,564	112,918
4	112,177	113,590	113,944	114,297

Asst. Director/Coordinator (12 months)
(Assistant Vocational Director/Coop Coordinator)

Step	BA	MA	CAGS	Doctorate
1	111,502	112,916	113,269	113,623
2	112,880	114,294	114,648	115,001
3	114,259	115,673	116,027	116,380
4	115,638	117,052	117,406	117,760

FY23 1.5%

Revised Scale

Vocational Director (12 months)

Step	BA	MA	CAGS	Doctorate
1	126,658	130,457	134,371	138,402
2	128,557	132,414	136,387	140,478
3	130,486	134,400	138,432	142,585
4	132,443	136,416	140,509	144,724

Asst PPS Director (12 months)

Step	BA	MA	CAGS	Doctorate
1	116,102	119,585	123,172	126,867
2	117,843	121,378	125,020	128,770
3	119,611	123,199	126,895	130,702
4	121,405	125,047	128,799	132,663

Asst. Director/Coordinator (10 months)
(Asst Vocational Director, Dean, Curriculum Coordinator)

Step	BA	MA	CAGS	Doctorate
1	109,660	112,950	116,338	119,828
2	111,305	114,644	118,083	121,626
3	112,974	116,364	119,855	123,450
4	114,669	118,109	121,652	125,302

Asst. Director/Coordinator (12 months)
(Assistant Vocational Director/Coop Coordinator)

Step	BA	MA	CAGS	Doctorate
1	113,175	116,570	120,067	123,669
2	114,872	118,319	121,868	125,524
3	116,596	120,093	123,696	127,407
4	118,344	121,895	125,552	129,318

FY24 1.5%

Vocational Director (12 months)

Step	BA	MA	CAGS	Doctorate
1	128,557	132,414	136,387	140,478
2	130,486	134,400	138,432	142,585
3	132,443	136,416	140,509	144,724
4	134,430	138,463	142,616	146,895

Asst PPS Director (12 months)

Step	BA	MA	CAGS	Doctorate
1	117,843	121,378	125,020	128,770
2	119,611	123,199	126,895	130,702
3	121,405	125,047	128,799	132,663
4	123,226	126,923	130,731	134,652

Asst. Director/Coordinator (10 months)
(Asst Vocational Director, Dean, Curriculum Coordinator)

Step	BA	MA	CAGS	Doctorate
1	111,305	114,644	118,083	121,626
2	112,974	116,364	119,855	123,450
3	114,669	118,109	121,652	125,302
4	116,389	119,881	123,477	127,182

Asst. Director/Coordinator (12 months)
(Assistant Vocational Director/Coop Coordinator)

Step	BA	MA	CAGS	Doctorate
1	114,872	118,319	121,868	125,524
2	116,596	120,093	123,696	127,407
3	118,344	121,895	125,552	129,318
4	120,120	123,723	127,435	131,258

