

Agreement

Between

THE TOWN OF BARNSTABLE SCHOOL COMMITTEE

and

THE ADMINISTRATIVE ASSISTANT UNIT

of the

BARNSTABLE TEACHERS ASSOCIATION

Effective July 1, 2021

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**Article 1
Recognition**

The Committee recognizes the Association for the purposes of collective bargaining as the exclusive representative of a unit consisting of all twelve-month, ten-month and hourly Administrative Assistants, Supervisory Administrative Assistants, High School Systems Administrator(s), English Language Learner (ELL) Parent Liaisons and Technology Facilitator(s) of the Barnstable Public Schools, formerly known as Supervisory Secretaries, Secretaries, set forth in Article IX.

Excluded from this unit are all Maintenance, Chapter 1, Administration, Food Service, and all other employees who are not required to pay union dues or an agency fee as outlined in Article IV.

**Article 2
Negotiation Procedure**

- A. Not later than October 15 of the calendar year preceding the expiration of this Agreement, the Committee and the Association agree to enter into negotiations for a successor agreement.
- B. Any Agreement reached between the Committee and the Association will be reduced to writing and will be signed by the Committee and the Association.
- C. The Association acknowledges that the Committee has complete authority over policies and administration of the schools that it exercises under the law.
- D. If the negotiations described in Section A reach an impasse, the procedure described in Chapter 150E, Section 9 of the General Laws of Massachusetts, will be followed.

**Article 3
Grievance and Arbitration**

- A. A grievance is a dispute or controversy arising between the parties involving the interpretation, meaning or application of specific provisions of this Agreement.
- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits to the aggrieved employee shall permit the aggrieved party or parties to proceed to the next step.
- C. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step, provided that any time limits may be extended by mutual consent.
- D. Nothing herein contained will be construed as limiting the right of any having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

E. Procedure

Level One

An member of the Administrative Assistant Unit having a grievance shall, with or without a representative of the Association, discuss it with the immediate supervisor and/or the principal within ten (10) school days of the date on which the member of the Administrative Assistant Unit had knowledge or reasonably should have had knowledge of the occurrence of the event giving rise to the grievance. Any meeting with reference to the above normally shall be held during non-duty

hours. If the grievance is of such a nature as to involve more than one supervisor or principal, the grievance may be commenced at Level Two within the time limits specified above. It is understood that the Association may file any grievance on Level One, with or without the involved.

Level Two

- A. In the event that the grievance shall not have been satisfactorily resolved at Level One, or in the event that no decision has been reached within ten (10) school days after the presentation of the grievance to the immediate supervisor and/or principal, the grievance shall be reduced to writing and referred to the Superintendent or his/her designee by the aggrieved employee or by the Association within five (5) school days of the disposition under Level One.
- B. The Superintendent or his/her designee shall represent the School Committee at this level of the grievance procedure. Within ten (10) days after the receipt of the written grievance by the Superintendent or his/her designee, (s) he or his/her designee shall meet with the aggrieved employee and the Designated Representative of the Association in an effort to settle the grievance.

Level Three

In the event that the grievance shall not have been satisfactorily resolved at Level Two, or in the event that no decision has been reached within ten (10) school days of the disposition under Level Two, the grievance shall be referred in writing to the Superintendent for movement at Level Three to the School Committee. At its next regular School Committee meeting or at a meeting called at the request of the Association for the purpose of considering the grievance, the School Committee shall meet with the Association in an effort to settle the grievance. If a special meeting is requested, it shall be held as soon as possible, but in no event later than two (2) weeks after it has been requested.

Level Four

- A. In the event that the grievance shall not have been satisfactorily resolved at Level Three, or in the event that no decision has been reached within ten (10) school days of the disposition under Level Three, the unsettled grievance will be moved to arbitration. The Arbitrator shall be selected by the American Arbitration Association, in accordance with its rules and regulations, shall make the selection. The fee and expenses of the Arbitrator shall be shared equally by the Parties.
- B. The decision of the Arbitrator shall be final and binding on the Committee, the Association and any individual involved, provided that the Arbitrator shall be without power or authority to modify or alter the terms of this Agreement.
- C. In the event a grievance is filed on or after any June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as it is practicable.
- D. If by mutual consent, a grievance meeting between Association and School Committee representatives is scheduled during school hours, individuals necessary to the processing of such grievances shall be released from their normal duties.

Article 4
Agency Fee and Dues Deduction

- A. In accordance with M.G.L Ch. 66 § 10B, the Employer shall provide a list of all bargaining unit members to the Association by November 15th and May 15th of each year. The list shall include each unit member's name, job title/assignment, work site location, home address, work telephone number, home and personal cellular telephone number, work email address and personal email address. The Employer shall not disclose to third parties the date of birth, home address, personal email address, home telephone number, or cellular telephone number of any employee, or member of the employee's

family, as well as bargaining units and groupings of employees and emails or other communications between employee organizations and their members as the information is not a "public record" and are prohibited from disclosure.

In accordance with M.G.L. Ch 150E Section 5A. The Employer shall provide the Association access to members of the bargaining unit. This shall include, but not be limited to, the right to meet with newly hired employees, without the charge to pay or leave time of the employees, for a minimum of thirty (30) minutes, not later than ten (10) calendar days after the date of hire, during new employee orientations or, if the employer does not conduct a new employee orientation, at individual group meetings scheduled by the Association. The Employer shall notify the Association by email of hiring decisions no later than ten (10) calendar days after the date a prospective employee accepts an offer of employment, and shall provide the Association, in spreadsheet form, the new employee's contact information which includes the employee's name, job title/assignment, worksite location, home address, work telephone numbers, home and personal cellular telephone numbers, date of hire, work email address and personal email address.

- B. The Committee agrees to deduct from the salaries of its employees dues payments for the Barnstable Teachers Association, Massachusetts Teachers Association, or the National Educators Association, or any one of such associations as said employee individually and voluntarily authorizes the Committee to deduct and to transmit the monies promptly to said Association or Associations. Administrative Assistants' authorizations will be in writing in the form set forth as the Barnstable Teachers Association "Dues Authorization Card."
- C. The Barnstable Teachers Association and the Massachusetts Teachers Association jointly and severally agree to save the Committee and/or Town harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Associations pursuant to this Article and against all claims, demands, suits or liability which may arise by reason of termination of any employee who is not a member in good standing of the Association or who refuses to authorize the Committee to deduct agency fee as set forth above.

Article 5 Employees' Rights and Obligations

- A. Employees covered by the Agreement shall have the right, and shall be protected in the exercise of that right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Association; to act in the capacity of Association representative; and to engage in other lawful Association and concerted activities for the purpose of collective bargaining or other mutual aid or protection; except that no official of the Town of Barnstable shall participate in the management of the Association or act as its representative if such activity would be incompatible with his or her official duties.
- B. In the exercise of the aforementioned rights, all employees covered by this Agreement shall be free from any and all interference, restraint and coercion, and such employees shall be protected against any discrimination in regard to permanency, promotion or other conditions of employment
- C. Neither the Committee nor the Association will discriminate against any employee covered by this Agreement or applicant for employment because of race, color, creed, sex, national origin, marital status, sexual orientation or age in accordance with the law.
- D. No employee shall be dismissed or receive a decrease in pay without just cause.
- E. The Committee will endeavor to notify twelve-month and ten-month employees in writing by June 15 as to reappointment or non-reappointment, including in such notification reasons for non-reappointment.

**Article 6
Travel Allowance**

- A. A travel allowance equivalent to that approved for town employees will be paid an employee when (s)he is authorized by the Supervisor to use his/her automobile in the course of his/her employment.
- B. Administrative Assistants shall not be required to transport students at any time.
- C. Administrative Assistants shall not be required to take money home for safekeeping.

**Article 7
Job Posting**

- A. In the event that there is a vacant position in the Bargaining Unit, the School Committee shall post notification of said vacancy in each school and in the office of the Superintendent at least ten (10) working days prior to filling the vacancy.
- B. During the summer recess the School Committee agrees to notify a union representative by email ten (10) business days prior to filling any vacancy,
- C. An employee hereunder may apply for the vacancy by submitting an application to the Superintendent in writing. In filling vacancies within the Bargaining Unit an employee's training, quality of previous work experience based upon evaluations, experience, ability, suitability, length of service and other relevant factors will be considered.

**Article 8
Placement on Salary Schedule**

- A. All members of the Administrative Assistant Unit who enter the system other than at the beginning of the school year will move to the next step at the beginning of the next school year provided they have worked in a satisfactory manner for 100 days or longer. Those who have worked fewer than 100 days will be moved to the next step at the beginning of the following school year.
- B. Administration in its discretion may give new employees credit for past full-time service as an Administrative Assistant in a school setting within the five (5) years preceding their appointment.
- C. Step increases shall be effective as of July 1 of each year.

**Article 9
Classification**

The employees covered by the Agreement are to be classified as follows for the purposes other than the payment of wages:

Classification I: Employees employed on a twelve (12) month basis; 30 or more hours per week.

Classification II: Employees employed 30 hours or more per week whose work year normally includes the school year and up to five (5) days within the seven (7) work days immediately preceding the school year for students and five (5) days within the seven (7) work days immediately following the close of school at the discretion of the school principal.

Classification III: Permanent part-time employees who regularly work more than twenty (20) hours and less than thirty (30) hours per week.

**Article 10
Holidays**

- A. The following days in each year shall be paid holidays:

Classification I

New Year's Day	Martin Luther King's Birthday	President's Day
Patriot's Day	Good Friday	Memorial Day
Juneteenth	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Day before Christmas	Christmas Day

Classification I: Intermediate School and Grade 4/5 Supervisory Administrative Assistants

New Year's Day	Martin Luther King's Birthday	President's Day
Patriot's Day	Good Friday	Memorial Day
Juneteenth	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Day before Christmas	Christmas Day

Classification II

New Year's Day	Martin Luther King's Birthday	President's Day
Patriot's Day	Good Friday	Memorial Day
Juneteenth	Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day	Day after Thanksgiving
Day before Christmas	Christmas Day	

Classification III

None

June 19th shall be a recognized paid holiday. If June 19th is a Saturday, it will be observed Juneteenth on the preceding Friday. If June 19th is a Sunday, it will be observed Juneteenth on the following Monday.

- B. If a holiday falls within an employee's scheduled vacation time during the employee's normal work year, that day shall be considered a paid holiday and not a vacation day.
- C. If a holiday falls on Saturday, employees will receive the preceding Friday off, unless school is in session, in which case that holiday will be converted to an extra vacation day.

**Article 11
Vacations**

A. All Classification I employees shall be entitled to paid vacation leave as provided in this Article:

<i>Years of Service</i>	<i>Paid Vacation</i>
1 year through 5 years	10 days
6 years through 10 years	15 days
11 years through 15 years	20 days
16 years plus	25 days

All vacation eligibility shall be computed as of July 1 each year, counting full calendar months.

B. All Classification II employees shall be entitled to paid vacation leave as follows: One day of vacation for each seven weeks of continuous employment, with a maximum of eight (8) days' vacation through five (5) years of employment.

Vacation for Classification II employees shall be as follows:

<i>Years of Service</i>	<i>Paid Vacation</i>
1 year through 5 years	8 days
6 years through 10 years	11 days

11 years through 15 years	15 days
16 years plus	20 days

Vacation shall be based on entitlement as of July 1 of each year. Vacation allowance shall be paid in the pay period following the end of the school year.

- C. Paid vacation leave for Classification I employees shall normally be taken between July 1 and Labor Day, the regular vacation period, unless the Barnstable Public Schools can conveniently allow vacation leave to be taken at another time of the year. All vacation dates are subject to the approval of the building principal, which may give permission to an employee to take one week of earned vacation during the school year. Classification I employees may save no more than ten (10) vacation days per contract year to carry in a vacation day bank. The vacation day bank will be capped at ten (10) days. These days can be used as vacation days in following contract years. Any unused vacation days, from the employee's current contractual year allotment that are not moving to the bank, up to ten (10) days, will be cashed out on July 1 at the Classification I employee's per diem rate. Upon retirement, or if the employee leaves the school system, the Classification I employee will be able to cash in all unused vacation days from their current allotment and their bank.
- D. Upon termination of employment, the employee shall receive payment equal to the amount of unused vacation leave pay to which the employee would have been entitled had the termination not occurred. If termination is caused by death such payment shall be made to the employee's spouse (if living), otherwise to the next of kin.
- E. Classification III employees receive no paid vacation.

**Article 12
Sick Leave**

- A. *Classification I:* Paid sick leave at the rate of 1¼ days per month accumulates up to two hundred twenty (220) days.
Classification II: Paid sick leave at the rate of 1¼ days per month accumulates up to one hundred fifty (150) days.
Classification III: Paid sick leave at the rate of 1¼ days per month accumulates up to eighty-five (85) days.
- B. Vacation credit may be converted to sick leave at the employee's request.
- C. Employees will be able to convert unused personal days at the end of the contract year to sick days to be added to the member's sick day accumulation.
- D. The Sick Leave Bank for use by members of the Administrative Assistant Unit own sick leave shall continue in effect. The sick bank is for utilization by employees whose own sick leave accumulation, both annual and accumulated, is exhausted through illness or accident and who require additional sick leave to make full recovery from an illness or accident.

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

Once the thirty (30) days have been exhausted, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members with equal representation. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. If there is a tie vote the decision will be for the applicant.

When the number of days in the Sick Leave Bank reaches sixty (60), all employees covered by this Agreement will be assessed an additional day which will be deducted from their annual sick leave. If assessment is necessary, employees will not be assessed until their 25th month of employment. Effective July 1, 2009, if an administrative assistant has reached the maximum accumulation of sick leave in accordance with Section A of this article, the days to which the administrative assistant would be entitled which are not credited to the administrative assistant's sick leave account because of being over such maximum shall be credited to the Sick Leave Bank. Starting July 1, 2009, if administrative assistants have unused accumulated sick days when they leave the school district's employment, those unused sick days shall be transferred to the administrative assistants' Sick Leave Bank.

A calendar of Sick Bank Committee meetings will be published by September 15 each year.

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

The Sick Leave Bank Committee shall consider the following criteria in administering the Bank and the amount of leave, if any, to be granted:

1. Adequate medical evidence of serious long-term illness
2. Prior utilization of all eligible sick leave
3. Length of service in Barnstable School System
4. Propriety of use of previous sick leave

An applicant must submit to the sick leave bank committee a Certification of Health Care Provider for Employee's Serious Health Condition (U.S. Department of Labor Form WH-380-E as of July 1, 2009) from the applicant's health care provider.

- E. An employee with at least 10 years of service in Barnstable upon retirement, or an employee's estate upon the death of the employee, in accordance with the rules of any recognized retirement system, will be paid \$35 per day for any unused sick leave up to a maximum of \$7,700 for Classification I, \$5,250 for Classification II, and \$2,975 for Classification III employees. The employee is required to provide proof of retirement to Human Resources prior to payment under this section.

Article 13 Other Leave Provisions

A. *Bereavement Leave*

All employees shall be allowed a period of no more than five (5) consecutive business days' leave without loss of pay or sick leave for purposes of bereavement. At the discretion of the Superintendent or his/her designee, an employee will be allowed additional leave for the purposes of bereavement.

B. *Family Illness*

All employees in Classifications I, II and III shall be allowed to use up to four (4) days with pay per contract year for serious illness requiring attention by the employee for the employee's family as defined in Article XIII B. In addition, an employee may draw from accumulated sick days to care for a spouse, child, or parent with a serious health condition subject to eligibility under the Family Medical Leave Act of 1993 (FMLA).

C. *Personal Days*

All employees in each year starting July 1st shall be granted up to a maximum of three (3) days excused absence with pay for valid reasons. Requests stating the reason only as religious, legal, or family or other personal matters will be made in writing through the employee's immediate supervisor. Valid reason for this excused leave include those items of a personal nature that could not be met outside of the hours during which the employee has work responsibilities to the school system. No further explanation of the need of said personal day will be required.

D. *Extended Leave of Absence*

All employees may be granted a leave of absence without pay for good and sufficient reason upon the recommendation of the immediate supervisor and the approval of the Superintendent or his/her designee. During a leave of absence, there shall be no accrual of sick leave, vacation leave, or seniority.

E. *Professional Improvement*

If requested in writing by the Superintendent or his/her designee, or if requested in writing by the employee and approved in advance by the Superintendent or his/her designee, the Committee will pay the reasonable expenses (including fees, meals, and transportation) incurred by members of the Administrative Assistant Unit who attend workshops, seminars, conferences or other professional improvement sessions. Employees will not be denied the opportunity to enroll in out-of-district workshops based solely upon the fact that the workshop is out-of-district.

F. *Jury Duty*

An employee required to serve on jury duty upon application and presentation of an affidavit, shall be paid the difference between their regular pay and the jury duty pay received.

G. *Religious Holidays*

Employees shall be granted a leave of absence with pay for up to two (2) days per contract year for religious holidays that require the employee not to work. Request for religious holiday leave must be made thirty (30) days before the holiday.

H. *Association Business*

Employees shall be granted a leave of absence with pay for time necessary for Association representatives to attend and conduct Association business.

I. *Maternity Leave*

An employee who is pregnant may use available paid sick leave for a period not to exceed the period or periods of the employee's incapacity or twelve weeks, whichever is longer. As used in this paragraph, "incapacity" means inability to work due to pregnancy or childbirth, treatment therefore, or recovery therefrom. It is understood by the parties that sick leave is included in the outside limit of leaves provided in this section.

**Article 14
Use of School Buildings**

Upon making arrangements with the Facility Coordinator (not building principal), the Association may use a room at a school building at reasonable times, outside of working hours, for the purpose of conducting Association business. Such use shall be without cost to the Association provided a custodian is on regular duty.

**Article 15
Reporting Pay**

Employees who report to work at their regular starting time when they have not been notified not to do so and for whom work is unavailable, shall be provided with three hours pay in lieu thereof at their regular rate of pay unless the failure to provide work is due to an Act of God, power failure, work stoppage, or other, beyond the control of the Employer.

Classification I employees will not be required to report to work when school is closed due to inclement weather, but may be required to perform essential work remotely if deemed necessary by the administrative assistant's supervisor and if power and/or internet are available.

Employees will be alerted by phone call in instances of weather cancellations and delays. The notification will be made by no later than 6:00am. Employees will report to work with the same prorated schedule as students with delayed weather openings and leave work after parent pick-up and all buses have left during early release due to weather.

Article 16 Working Hours

- A. Starting and quitting times will be determined by the building principal.
- B. The normal workweek shall consist of five (5) days of eight (8) hours each, including two paid 15-minute breaks, and a 30-minute paid, on call lunch period.
- C. For Classification I members of the Administrative Assistant Unit, the School Committee will endeavor to maintain a normal workweek during the summer months of no less than 40 hours.
- D. Nothing herein shall be construed as a guarantee of hours worked per day or days worked per week.
- E. Time and one half shall be paid for all time worked in excess of 40 hours and for all time worked on Saturday, Sunday and holidays as such (unless an employee chooses to use compensatory time in lieu of overtime in accordance with Section F below.) The Overtime/Compensatory Time Request Form appended to this Agreement shall be used to request overtime or compensatory time.
- F. Compensatory time may be awarded in lieu of overtime, subject to the following conditions:
 - 1. Compensatory time will be used only by agreement between an employee and the employee's supervisor. Acceptance of compensatory time is voluntary. If an employee declines to accept compensatory time, the employee's supervisor may decide either to assign overtime hours on a paid basis or not to assign overtime hours.
 - 2. Compensatory time accrues at a rate of one and one-half hours for each hour of employment for which overtime pay would be required.
 - 3. Employees may accrue a maximum of 240 hours of compensatory time.
 - 4. An employee who accrues compensatory time may use the time within a reasonable period after asking to use it as long as it does not unduly disrupt the operations of the school district and, in any case, must use all accrued compensatory time within the fiscal year in which it is accrued.
- G. Any employee called back to work on the same day after having completed eight (8) hours work and having left the premises, shall be guaranteed a minimum of three (3) hours pay at the applicable rate.
- H. Classification II members of the Administrative Assistant Unit will work during July and August for a maximum of 80 hours in a schedule mutually-agreed upon by April 1 by the member of the Administrative Assistant Unit and the building principal.
- I. Ten-month members of the Administrative Assistant Unit will work full-day in-service days and will be compensated at their standard hourly rate. This will increase the formula for pay in Appendices A and B by one day. (Effective 2018-2019 school year).
- J. In the case of an involuntary move of the employee workspace, the district shall provide the employee with all necessary resources (i.e. boxes, tape) and an appropriate amount of contractual time, as determined by the principal, to pack/unpack. The employee will not be responsible for physically moving materials from one's workspace to the new assignment within the building or district.

- K. Any employee with five or more years of service in Barnstable who has no absences during a marking term will be entitled to a \$100 per marking perm attendance incentive (for a total of \$400 per year). Each payment will be paid within 15 school days of the end of the marking term. Neither an approved professional development day nor a day of jury duty for which an employee is summoned will constitute an absence for purpose of the attendance incentive plan.
- L. A member will be required to work into the month of July *immediately* after the conclusion of the school year, if necessary, to complete their contractual hours.

**Article 17
Other Benefits**

- A. *Insurance:* Employees shall be eligible for enrollment in such hospitalization and insurance plans as are available for other members of the Association. Eligibility and contribution for such plans shall be governed by Town Policy. Deductions for insurance premiums shall be deducted equally throughout the pay periods for both twelve-month and ten-month employees.
- B. *Retirement:* No later than six (6) months after their initial date of employment, members of the Administrative Assistant Unit shall become members of the Barnstable County Retirement System. This Article is subject to state statutes and regulations as to membership in the particular county retirement system that is applicable.
- C. *Professional Development:* With the approval of the Superintendent or his/her designee, members of the Administrative Assistant Unit will be reimbursed for courses totaling the full cost of a three-credit course at Cape Cod Community College, provided its content is applicable to his/her role in the district.

Any member of the Administrative Assistant Unit who is asked/assigned by administration to run an in-house Professional Development Training will be paid for no less than 3 hours of preparation time, to prepare outside of their contractual workday, at their hourly rate.

When the district institutes new software platforms and new procedures, both online and in person, members of the Administrative Assistant Unit will be allotted time during their contractual work day for training from internal and/or external providers, before the new platforms and procedures become an expectation of the job role.

- D. The Professional Development Board will work to create a mentorship program to begin no later than July 1, 2023 for members new to their position and appropriate PD for all members. Member mentors shall be assigned from a volunteer pool and shall be compensated at no less than their hourly rate.

**Article 18
Regulations**

- A. Employees are hired on an introductory basis for three (3) months. During this period, work performance and general attitude will be evaluated by supervisory personnel. Although introductory employees earn and accrue benefits such as vacation, sick leave, and other leaves of absence during their initial three-month period of introductory employment, they are not eligible to use those benefits (other than sick leave that they have accrued) during that introductory period.

Retention in the system of introductory employees is not subject to the grievance and arbitration procedures.

Except in unusual circumstances, employees must give at least two (2) weeks' notice before termination of employment.

**Article 19
Evaluation**

- A. All evaluation and observation of the work performed by an employee will be conducted openly and with full knowledge of the employee.
- B. Within a reasonable length of time, employee will have the opportunity to review any evaluation report prepared by their evaluators and will initial such report to indicate that they have had this opportunity. Employees also shall have the right to discuss such reports with their evaluators.

Any oral complaint upon which action is to be taken by the administration and any written complaints regarding any employee will be promptly called to the attention of the employee.
- C. The Association recognizes the authority and the responsibility of the principal for reprimanding an employee for delinquency of performance. If an employee is to be reprimanded by any member of the administration above the level of principal, s/he will be entitled to have a member of the Association present.
- D. All employees will receive yearly evaluations in accordance with the procedures established by the School Committee. A Joint Labor-Management Committee will meet no less than 5 times, beginning in October 2022 to revise evaluation documents to better align with new job descriptions. If adjustments to the job descriptions need to be made, those can also be presented with the evaluation documents to the parties for consideration by March, 2023 for use in the 2023-24 school year.
- E. If members of the Administrative Assistant Unit are directed to perform additional duties and the performance of such additional duties results in non-completion of all assignments during the work day, this shall not adversely affect the employee's evaluation.

**Article 20
Severability**

In the event that any provision of this Agreement is ultimately ruled invalid for any reason by an authority of competent and established legal jurisdiction, the balance shall remain in full force and effect.

**Article 21
No Strike**

The Association agrees that they will not cause, condone, sanction or take part in any strike, walkout, slowdown, or work stoppage.

The Association and the members of the Bargaining Unit individually and collectively agree that if there is a violation of this clause any or all persons violating this clause will be subject to disciplinary action, including, but not limited to discharge, suspension or complete loss of seniority, and the only matter subject to arbitration is that of participation in any of the above prohibited acts.

**Article 22
Reduction in Force**

- A. The Barnstable School Committee has the right to eliminate positions in the Bargaining Unit as it determines appropriate to staffing need, consistent with the law.
- B. If a Reduction in Force is made by the School Committee, first, Administrative Assistants with less than three years of continuous service as Administrative Assistants, as defined in Article I, for the Barnstable Public Schools shall be laid off by group. Thereafter, Administrative Assistants with three or more years of continuous service as Administrative Assistants, as defined in Article I, for the Barnstable Public School will be laid off according to the following criteria:

1. Performance
 2. Seniority
- C. If a Reduction in Force is made pursuant to Section A, the Committee shall consider both performance and seniority. In the absence of a significant difference in performances as determined by the Finance Director, seniority shall be the determining factor. The question of whether there is a significant difference in performance may be grieved up to and including Level 4 of the grievance procedure.
- D. In the event of a Reduction in Force members of the Administrative Assistant Unit who desire to retain recall rights for up to two (2) years may do so. Such period shall be treated as an involuntary leave of absence without pay. During such period members of the Administrative Assistant Unit may elect to continue insurance coverage by paying the full premium to the Finance Director on a timely basis.
- E. Upon written request an updated seniority list will be furnished to the Association.
- F. Seniority shall not accumulate during a leave of absence with or without pay, but such leaves of absence shall not interrupt continuous service as defined above.
- G. For the purposes of this Article only, members of the Administrative Assistant Unit shall be credited with up to two (2) years of service as a member of the Administrative Assistant Unit for prior continuous paraprofessional service for the Barnstable Public Schools provided there was no break in service when the paraprofessional commenced employment as a member of the Administrative Assistant Unit and provided the employee has been employed as a member of the Administrative Assistant Unit for the Barnstable Public Schools for a minimum of two (2) years. Each year of service as a paraprofessional working a minimum of twenty (20) hours but less than thirty (30) hours per week shall be equivalent to one half (½) year of service in the Administrative Assistant Unit and each year of service as a paraprofessional working a minimum of 30 hours per week shall be equivalent to one (1) full year of service in the Administrative Assistant Unit.
- H. Seniority shall be determined first by length of service. The date of the letter of appointment shall be used to determine the starting date of employment. Further ties in length of service will be broken by lottery.
- I. If an employee is assigned to a new position as a result of a reduction in force, the employee will receive proper and adequate training for the new position.
- J. The employer shall publish the seniority list to bargaining unit members annually by October 31. Any errors shall be brought to the attention of the Superintendent, in writing, by November 30. As of that date, no further revision will be made to the seniority list until the following year. The seniority list shall be by order of length of service as defined in section H of this article.
- K. Bargaining unit employees other than administrative assistants will not be able to displace administrative assistants in the event of a reduction in force but will enjoy all other rights and benefits of this Agreement.

**Article 23
Longevity
Pay**

Employees will be eligible for longevity pay as follows:

<i>Years of Service in Barnstable</i>	
After 10 years	\$1,285
After 15 years	\$1,360
After 20 years	\$1,560

After 25 years
After 30 years

\$1,660
\$1,935

For purposes of this article, the term "Years of Service in Barnstable" includes service in any bargaining unit in the Barnstable Public Schools. Longevity payments will be made in a separate lump sum check in the second pay period in November.

Article 24
Association-Management Communication

The Superintendent will meet with representatives from the Administrative Assistant Unit no less than four (4) times per year to review and discuss work-related issues.

Article 25
Duration

Except where otherwise provided, the provisions of this Agreement will be effective July 1, 2021, and will continue and remain in full force and effect through June 30, 2024, and shall be automatically renewed from year to year unless by October 1, 2023 either party notifies the other in writing of its desire to terminate this Agreement.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

Barnstable School Committee

By



Mike Judge, Chairperson

Barnstable Teachers Association

By



Brooke Styche, President

**Appendix A
Salary
Conversion**

Classification II

180 school days
1 in-service day, during the school year
5 days before school
5 days after school
13 holidays

204-x number of hours per day
Vacation to be added at year-end.

Classification I

260 days (includes holidays and vacations)

Appendix B Payment Formula

Employees may choose to be paid in 26 equal payments consisting of annual salary plus vacation time or one of the following:

Classification II

204 days times 8 hours per day = 1632 hours
1632 hours times hourly pay = Annual Salary
Divided by 21 pays = Bi-Weekly Pay
The 22nd pay is Vacation pay according to what they have earned.

Classification I

260 days times 8 hours per day = 2080 Hours
2080 hours times hourly pay = Annual Salary
Divided by 26 pays = Bi-Weekly Pay
Vacation days are taken on an individual basis

If an adjustment needs to be made to an employee's pay due to an accounting error, the employee will be given at least 30 days' notice before the adjustment is implemented.

**Appendix C
Salary
Schedule**

July 1, 2021		July 1, 2022		July 1, 2023	
	\$2		\$2		\$2
Classification II		Classification II		Classification II	
Step 1	\$24.33	Step 1	\$26.33	Step 1	\$28.33
Step 2	\$25.02	Step 2	\$27.02	Step 2	\$29.02
Step 3	\$25.70	Step 3	\$27.70	Step 3	\$29.70
Step 4	\$26.56	Step 4	\$28.56	Step 4	\$30.56
Step 5-9	\$27.77	Step 5-9	\$29.77	Step 5-9	\$31.77
Step 10-14	\$28.33	Step 10-14	\$30.33	Step 10-14	\$32.33
Step 15 +	\$29.05	Step 15 +	\$31.05	Step 15 +	\$33.05
 Classification I		 Classification I		 Classification I	
Step 1	\$26.56	Step 1	\$28.56	Step 1	\$30.56
Step 2	\$27.09	Step 2	\$29.09	Step 2	\$31.09
Step 3	\$28.31	Step 3	\$30.31	Step 3	\$32.31
Step 4	\$29.27	Step 4	\$31.27	Step 4	\$33.27
Step 5-9	\$31.17	Step 5-9	\$33.17	Step 5-9	\$35.17
Step 10-14	\$31.73	Step 10-14	\$33.73	Step 10-14	\$35.73
Step 15 +	\$32.51	Step 15 +	\$34.51	Step 15 +	\$36.51

Effective July 1, 2019, the Step 20+ Salary grade will read 15+ and those members who are on current step 10-19 and need to be moved to 15+ will be moved.

An \$800 stipend is to be paid to an Administrative Assistant serving in any building in which the principal is shared between two or more buildings on a regular basis, or at a building without a full-time associate principal, assistant principal, or vice principal. Members shall not be required to assume any duties of a building principal. The amount is to be paid with vacation pay.

The stipends for Administrative Assistants who have responsibility for processing payroll or accounts payable information are as follows in the following (4) categories: for administrative assistants in buildings with less than 600 students, 601-999 students, 1,000 or more students, and the preschool. The percentage adjustments set forth in Appendix C, above, are applied to these stipends.

2.0%	July 1, 2021	2.75%	July 1, 2022	3.0%	July 1, 2023
Preschool	\$1,113	Preschool	\$1,144	Preschool	\$1,178
<600	\$2,226	<600	\$2,287	<600	\$2,356
601-999	\$4,080	601-999	\$4,192	601-999	\$4,318
		1000+	\$6,000	1000+	\$6,100

Administrative Assistants will not be required to call substitutes outside their regular work day. Positions with respect to calling substitutes are to be posted with priority to members of the Bargaining Unit.

Appendix D
BTA/BSC Medical Relief Fund

Notwithstanding any provision of this Agreement to the contrary, the number of premium holidays for every employee subscribing to a Town of Barnstable health plan shall not be less than:

2017-18: three (3) holidays

2018-19: three (3) holidays

2019-20: four (4) holidays

A premium holiday is when the Committee pays for what would otherwise be deducted from a subscriber's paycheck.

The number of such holidays each year shall start with the first pay period in October and continue for subsequent pay periods.

**Barnstable Public Schools
Administrative Assistants'
Overtime/Compensatory Time Request Form**

Name: _____

School: _____

Date(s) overtime is requested: _____

Reason Overtime/Compensatory Time is needed: _____

Please check one:

I am requesting Overtime Pay for _____ hours.

I am requesting Compensatory Time for _____ hours.

Employee's Signature: _____

Name of Immediate Supervisor: _____

Please check one:

I recommend Overtime Pay for _____ hours.

I recommend Compensatory Time for _____ hours.

I do not recommend of Overtime/Compensatory Time due to the following reasons:

Immediate Supervisor's Signature: _____

Form continued on other side:Principal: _____

Please check one:

I approve Overtime Pay for _____ hours.

I approve Compensatory Time for _____ hours.

I do not approve of Overtime/Compensatory Time due to the following reasons:

I do not approve of Overtime but offer Compensatory Time in lieu of Overtime for _____ hours:

Principal's Signature: _____

Form should be submitted for approval at least 24 hours before the Overtime/Compensatory time is needed.

Administrative Assistant Wage Payment Option Form

Member of B.T.A. Administrative Assistant Bargaining Unit

Employee name _____ Employee # _____

Title _____ School Location _____

DEADLINE: THIS REQUEST MUST BE RECEIVED IN H.R. NO LATER THAN _____.

Pay Options:

I elect to receive my pay as follows:

_____ **21** equal prorated installments, to include paid holidays and equal to 204 days.

_____ **26** equal prorated installments, to include paid holidays and equal to 204 days.

- Pay will commence with first pay date for Licensed Employee Unit.
- Vacation days will be paid in a separate check before June 30th
- Summer work will be paid separately.

An employee's prior year election remains in effect year to year if no action is made during the open enrollment window.

Payment cycle elections are non-revocable. Mid-year position changes are not a qualifying event to change wage payment schedule.

Employee Signature **Date**

H.R. Signature **Date**