AGREEMENT BETWEEN THE
CONCORD SCHOOL COMMITTEE
and the
CONCORD-CARLISLE REGIONAL DISTRICT SCHOOL COMMITTEE
and the
CONCORD/CONCORD-CARLISLE SUPPORT STAFF ASSOCIATION
MTA SECRETARIES' UNIT

2017 - 2020

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ARTICLE 1 - RECOGNITION

1.1.
Pursuant to General Laws, Chapter 150E, the School Committees of the Town of Concord and Concord-Carlisle Regional School District recognize the Concord/Concord-Carlisle Support Staff Association/MTA as the exclusive representative for purposes of collective bargaining with respect to wages, hours and other conditions of employment for all regular full-time and regular part-time clerical and secretarial employees employed by the School Committees of the Town of Concord and/or the Concord-Carlisle Regional School District including secretaries, switchboard operators, and accounting assistants, but excluding transportation department employees, cafeteria employees, copy center employees, CPS library aides, nurse's aides, paraprofessionals, tutors, tutor aides, special education aides, all other aides, resource assistants, professional employees, temporary employees, supervisory employees, managerial employees, confidential employees, and all other employees. CCHS Library Assistants will be recognized as part of this bargaining unit effective July 1, 2004 (please see Appendix E).

1.2.
The terms "employee" and "employees" as used hereafter in this Agreement refer only to such persons as at the time in question fall within the bargaining unit as defined in this Article.

ARTICLE 2 - RETAINED RIGHTS OF THE SCHOOL SYSTEM

2.1.
Except as specifically modified by this Agreement, the employer retains the right to select and hire all employees; to promote employees; to determine the necessity for filling a vacancy; to transfer employees from one position to another; to suspend, discipline, or discharge employees; to subcontract all or any part of the work of the bargaining unit; to assign, supervise or direct all working forces and to maintain discipline and efficiency among them; to lay off employees and to adjust employment when required because of lack of work and/or budgetary constraints; to make reasonable rules and regulations which do not conflict with the provisions of this Agreement; and generally to control and supervise the employer's operations and municipal affairs without hindrance or interference by the Association. No action taken by the employer under this Article shall conflict with the express provisions of this Agreement.

2.2.
This Agreement shall in no way restrict the employer in its sole discrimination from employing regular part-time employees or temporary employees. Such temporary employees shall not be covered by this Agreement. Temporary employees are those employees who are informed when hired that they are being hired for special projects, to fill temporary vacancies, or to replace employees on leaves of absence or vacation and who are not regularly employed for more than four (4) consecutive months.

ARTICLE 3 - NON-DISCRIMINATION

3.1.
Neither the Association nor the employer shall discriminate against any member of this bargaining unit with respect to promotion, assignment, or any other matter because of race, color, ancestry, gender identity, age, sex, handicap, national origin, genetics, active military, religion, sexual orientation, Association membership, or Association activities. All persons covered by the terms of this Agreement shall receive its equal and full protection.

3.2.
The employer shall not discriminate against or discharge any employee without just cause.

ARTICLE 4 - DEFINITIONS OF EMPLOYEE

A) PROBATIONARY employees are employees who have completed less than six (6) months of continuous service. During the probationary period employees are in a probationary status and may be terminated at any time without recourse.

B) PERMANENT employees are employees who have completed six (6) months of continuous service.

C) FULL YEAR, FULL-TIME employees are employees who are regularly scheduled to work the full year, i.e. 260 days and a minimum of twenty-five (25) hours per week.

D) FULL YEAR, PART-TIME employees are employees who are regularly scheduled to work the full year, i.e. 260 days but fewer than twenty-five (25) hours per week.

E) SCHOOL YEAR, FULL-TIME employees are employees who are regularly scheduled to work less than the full year (less than 260 days) and who work a minimum of twenty-five (25) hours week during the scheduled weeks.

F) SCHOOL YEAR, PART-TIME employees are employees who are regularly scheduled to work less than the full year (less than 260 days) and fewer than twenty-five (25) hours per week during their scheduled weeks.

G) ELEMENTARY SECRETARIES (SE) shall work five (5) days before school begins and five (5) days after school ends upon the request of the principal.

H) HIGH SCHOOL academic department chair secretaries may work five days before school begins and five days after school ends upon the request of the department chair and approval of the principal.

ARTICLE 5 - WAGES

5.1.

The attached Appendix A, Hourly Salary Schedule, lists all positions covered by this agreement along with the negotiated wage rates for each position category. Additional job classifications may be instituted by the employer whenever the employer's activities require.

5.2.

If the employer establishes a new bargaining unit position or makes a substantial change in the duties of an existing position, the rate for the new or changed position shall be established by the employer with due regard for the content of the new or changed position and the rates paid for comparable work to other employees of the bargaining unit. Following mutual discussion between the employer and the Association, if the Association disagrees with the rate as determined by the employer, the question of what the new rate should be in accordance with the foregoing shall be subject to the grievance and arbitration procedure hereunder, commencing at Step 2. Any award shall be retroactive to the establishment of the new position or the changes in duties of the existing position.

5.3.

Permanent employees whose performance is satisfactory will advance to the next higher step on the salary schedule on July 1. Any advancement to a higher step on the salary schedule is dependent upon the results of an annual evaluation by the employee's supervisor. A step increase may be withheld by the Superintendent for unsatisfactory performance based upon a recommendation of the supervisor and the Director of Human Resources.

5.3.1. The Human Resource Department will be responsible for implementing probationary reviews with supervisors and promptly notifying the payroll department of the step increase. In the event of a delay, a post probationary increase will be retroactive to the end of the probationary period.

5.3.2. Initial step placement of new employees is at the discretion of the Director of Human Resources. Consideration will be given for prior secretarial experience when making this determination.

5.4. OVERTIME

Employees may be required to work a reasonable amount of overtime. When requested by their supervisor to work overtime, employees shall receive additional compensation as follows: Time and a half shall be paid for all time worked in excess of forty (40) hours in one week and for all time worked on recognized holidays. An employee may request compensatory time in lieu of overtime pay. If the employee's request for compensatory time is approved by his/her administrator/manager such compensatory time will be granted at the rate of time and one-half and must be used within 30 days of the date on which it is earned. If such compensatory time is not or cannot be used within 30 days of the date on which it is earned, overtime pay will be given. There shall be no pyramiding or duplication of premium or overtime pay or compensatory time.

5.5

School year employees will be paid over a twelve month period expect for those positions that are less than twenty (20) hours a week.

ARTICLE 6 - EMPLOYEE RESPONSIBILITIES

6.1.

Except as expressly authorized by the Superintendent of Schools, no employee shall:

A) accept any gratuities of money or goods having a substantial value from any person dealing with the School Systems in furnishing supplies, equipment or services

B) participate as an official representative of the School Systems in charity drives, special observances or promotional activities.

6.2. ACCESS TO BUILDING

The employer agrees to permit the Association reasonable use of school facilities for meetings.

6.3. BULLETIN BOARD

The employer will provide bulletin board space on the premises of each middle school building and at the high school for the posting of notices of a routine nature pertaining to Association business and notices from the employer to the employees.

ARTICLE 7 - TAX-SHELTERED ANNUITIES

By request of any individual employee, and his/her authorization for salary deductions to fund the cost thereof, tax-sheltered annuities will be purchased for such employee. Arrangements for such purchase must be made with the Deputy Superintendent.

ARTICLE 8 -GROUP INSURANCE

8.1. MEDICAL INSURANCE

The School Districts will provide to employees who regularly work at least twenty (20) hours per week a group insurance plan on the same basis as the group insurance plan available to other employees of the School Districts. It is understood that the School Districts will not itself operate the plan but the insurance company or companies (which may include Blue Cross-Blue Shield and all health maintenance organizations accepted by the Town) will administer the benefits, which will be subject to such conditions and limitations as are provided by law and in the application. The premiums for such plan will be shared in the same proportion as for other employees of the School Districts. Any claims or disputes concerning eligibility for or payment of benefits under this description will be determined in accordance with the applicable insurance policies and contracts.

8.2. LIFE INSURANCE

Employees who regularly work at least twenty (20) hours per week are eligible for basic life insurance coverage, which is a $5,000 term policy with double indemnity for accidental death. The premiums for such plan will be shared in the same proportion as for other employees of the School Committee. Those employees who are eligible to participate in this plan and who wish to subscribe to it should contact the Director of Human Resources. At the discretion of the employer, additional life insurance coverage may be made available.

8.3. GROUP INSURANCE

Group insurance coverage will cease in the event that an employee's hours are reduced to fewer than twenty (20) per week.

ARTICLE 9 - OTHER VOLUNTARY PAYROLL DEDUCTIONS

9.1. BONDS

Employees covered by this Agreement are eligible for payroll deductions to purchase U.S. Savings Bonds. Equal payroll deductions will be made for each employee so requesting from each payroll in the amount authorized by the employee. When sufficient funds have been deducted to purchase the amount of the Bond authorized, the Treasurer will purchase the bond and send it to the employee. Authorization forms may be obtained in the Accounting Office.

9.2. CREDIT UNIONS

Employees covered by this Agreement are eligible to join approved credit unions. Equal payroll deductions will be made for each employee so requesting from each payroll in the amount authorized by the employee. Such deductions will be forwarded directly to the appropriate credit union. Authorization forms are available in the Accounting Office.

9.3. DUES

The employer agrees to deduct Association dues of two (2) times per month for nine (9) months starting with the first pay check in October. This authorization shall be effective for the term of this Agreement, unless revoked by an employee upon sixty (60) days following the receipt of the revocation in the Accounting Office. Where earnings for any pay period are insufficient to cover dues, the deduction shall be made upon the next sufficient pay period. Where the deduction cannot be made up, payment shall be made by the employee directly to the Association Treasurer.

9.4. INSURANCE PAYMENTS

Medical and dental deductions will be of equal installments throughout the year.

ARTICLE 10 - RETIREMENT PROGRAM

Participation in the Town of Concord's Contributory Retirement Program is mandatory for all employees who regularly work at least twenty-five (25) hours per week. The employee's contribution to this program will be deducted from his/her gross pay each pay period. For further information regarding the Town of Concord's Contributory Retirement Program employees should contact the Director of Human Resources. Retirement deductions for participants in the Town's retirement program will continue in the event that an employee's hours are reduced to fewer than 25 per week.

ARTICLE 11 - WORKERS' COMPENSATION

The Workers' Compensation Act has been accepted by the School Districts and applies to employees who suffer industrial accidents. The employee shall notify his/her immediate supervisor within twenty-four (24) hours after an accident occurs so that the Workers' Compensation report may be filed. An employee who is receiving Workers' Compensation and who has accrued sick leave may use such of his/her accumulated sick leave payment as, when added to the amount of his/her compensation payments, will result in the payment to him/her of his/her full salary or wages. A full-year employee who is absent because of industrial accident and who has exhausted his/her sick leave may use accrued vacation.

ARTICLE 12 - AUTHORIZED LEAVE

12.1. SICK LEAVE

12.1.1. Each permanent employee shall accrue sick leave at the rate of one and one-fourth (1¼) days for each month of active service. For employees who are not scheduled for the same number of hours each day or five days per week, a day of sick leave shall be defined as the daily average number of hours for which the employee is scheduled during a normal school week. Sick leave charged to such employees will be determined by the number of scheduled hours for the particular day(s) of illness provided such time has been accrued.

Example of Sick Leave Charge: An employee is scheduled to work as follows:

Instructional days only, 3 days per week

Monday	6 hours
Tuesday	3 hours
Wednesday	6 hours
	15 hours/week

Credited sick leave = 15 hours

5 days = 3 hours/month

If an employee is ill on Monday, 6 hours are charged to sick leave.
If an employee is ill on Tuesday, 3 hours are charged to sick leave.

All sick leave charges and credits will be rounded off to the nearest half-hour. Sick leave shall be accumulated without limit.

12.1.2. Persons Covered.
Sick leave with pay shall be granted for personal illness or injury or for serious sickness of the employee's spouse, child, mother, father, step-children, step-mother, or step-father. A doctor's statement may be required for sick leave exceeding five (5) consecutive working days, for repetitive intermittent periods of absence or other instances deemed warranted by the School Administration. The doctor's statement shall pertain to the sick person.

12.1.3. Notification.
An employee must notify his/her supervisor a reasonable amount of time before his/her work day begins if he/she is to receive sick pay.

12.1.4. Death or Retirement.
Upon retirement pursuant to the regulations of the Town of Concord Retirement System, each employee hired before July 1, 1983 and who draws a pension from the Town of Concord shall be paid for 50% of his/her accumulated, unused sick leave to a maximum of 62 paid days (50% of 124 days of accumulated sick leave).* This pay will be calculated on his/her hourly rate in effect at the time of retirement. Persons working on a part-time schedule will accumulate and be paid for days in relation to the percentage of time actually worked. An employee who voluntarily takes deferred retirement is not eligible for this pay for accumulated sick leave. Upon the death or permanent disability of an employee, payment for unused sick leave in accordance with the formula above will be made to the employee or his/her beneficiary. If an employee fails to name a beneficiary who survives him/her, payment shall be made to the employee's estate. Employees hired on or after July 1, 1983 are not eligible for any pay for accumulated sick leave upon death, permanent disability, or retirement.

*Employees with more than 124 days accrued sick leave as of June 30, 1981 shall upon retirement, as described in this Article, be entitled to be paid for 50% of his/her accumulated unused sick leave accrued as of June 30, 1981 up to a maximum of 100 days pay (50% of 200 days).

12.2. BEREAVEMENT LEAVE

Employees shall be entitled to a maximum of five (5) scheduled working days off with pay for the death of a member of the employee's immediate family. Immediate family shall be defined as mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, niece, nephew, stepfather, stepmother, stepchildren, domestic partner or member of employee's immediate household. Such time must be taken within three (3) months of the death. Employees are also entitled to one day of bereavement leave for death of other relatives or friends. Bereavement leave will be granted in hours.

12.3. PERSONAL LEAVE AND LEAVE FOR RELIGIOUS OBSERVANCE

At the discretion of the appropriate supervisor, all bargaining unit employees may be granted up to a maximum of three (3) days of personal leave with pay in any one fiscal year. Such leave is cumulative to five (5) days. Probationary employees may be granted a maximum of one (I) personal leave day.

Such leave may be granted in terms of hours as requested and as approved by the immediate supervisor.

Employees requesting personal leave must realize that such leave is a privilege extended to employees so that business and other matters which must be done during the work day may be accomplished without loss of pay. Personal leave is not an employee right which must be granted when requested, and the excused times must be limited to the time required. Whenever possible, personal matters should be scheduled for off-duty time or on non-work days. Leave for religious observance may be considered as personal leave.

Personal leave will be granted for the time required if such leave will not materially affect operations. Sufficient information regarding the need for such leave must be given to the supervisor so that he/she may make a logical and fair decision on the request.

All personal leave must be requested for a reasonable amount of time in advance in order to arrange for coverage of the employee's duties.

12.4. JURY DUTY

Permanent and probationary employees serving on jury duty will be paid the difference between the money received by them for jury duty, less travel allowance, and their regular pay calculated on the basis of their scheduled hours multiplied by their regular hourly rate. An employee who is normally scheduled to work evenings or nights shall not be required to report to work on any day during which he/she serves on jury duty beyond noon time.

12.5. LEAVE OF ABSENCE

12.5.1.

A leave of absence for a period of up to one year may be granted by the Superintendent after proper written application through the appropriate Supervisor(s). Such leave will be without pay, but an employee on leave will retain length of continuous service in the school system.

12.5.2.

An employee's insurance plans will be continued during the period of any unpaid leave of absence (including maternity leave) provided that the employee pays the total monthly cost of such coverage within the first seven (7) days of each month. Failure to make premium payments by the seventh of each month or failure to return to work after the leave will result in cancellation of insurance coverage.

12.5.3.

For the purpose of extended leaves of absence greater than one-half the employee's scheduled work year, the employee will be frozen on the salary step he/she attained at the time the leave began. The employee will not be credited with seniority or other service benefits during this leave.

12.5.4.
An employee on leave of absence for four months or less will be returned to his/her former position. After an extended leave of absence (more than four months), the employee will be returned to his/her former position whenever possible.

12.6. CHILD-BEARING AND CHILD-REARING LEAVE

12.6.1.
An employee who is pregnant may remain in her position until the termination of her pregnancy, provided that, at the end of the seventh (7th) month of pregnancy she provides a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of confinement. The employee's supervisor along with the employee shall determine that she is adequately performing all of the duties of active employment.

12.6.2.
Employees who are disabled from working because of pregnancy, or recovery, may apply unused sick leave in accordance with Section 12.1, SICK LEAVE, for those days in which they are unable to work.

12.6.3. LEAVE OF ABSENCE
Any female employee shall be granted, upon request to the Director of Human Resources, a leave of absence without pay for reasons of child-bearing. Such leave shall not exceed eight (8) weeks. Employees on Child-Bearing leave may apply unused sick leave for those days on which they are unable to work as a result of pregnancy, or recovery as certified by their physician. In cases of unused sick leave, Section 12.1, SICK LEAVE, shall apply. An employee who has been on a Child-Bearing leave must provide medical certification before returning to her scheduled assignment.

12.6.4. Child-Rearing.
An employee upon written request may be granted leave of absence without pay for up to eight (8) weeks for the purpose of child-rearing immediately following child-bearing leave or adoption.

12.6.5.
The employer, at its discretion and upon written request from the employee, may terminate the Child-Rearing leave of absence in order to enable the employee to return to duty prior to the end of the Child-Rearing leave.

12.6.7.
Additional paid leave beyond normal sick leave may be granted at the discretion of the Superintendent.

12.8. PROFESSIONAL LEAVE
Employees may, after written request and approval of the Superintendent or Director of Human Resources, be granted reasonable one day absences with pay to attend professional activities relating directly to their responsibilities or professional growth.

12.9. LEGAL DAYS
A maximum of four (4) days per year may be granted upon written request and approval of the Superintendent or Director of Human Resources for legal purposes pertinent to contract matters.

12.10. THE FAMILY AND MEDICAL LEAVE ACT OF 1993
Upon receipt of an application, the Superintendent or Director of Human Resources shall approve a maximum of twelve (12) weeks unpaid, job-protected leave each year for specified family and medical reasons consistent with the FMLA. For purposes of the FMLA, the year is defined as the twelve (12) consecutive months immediately preceding the requested leave date.

12.11. Employees must immediately record all absence requests in the automated system used by the employer.

ARTICLE 13 - VACATION LEAVE

13.1.
Vacation days with pay will be granted to employees scheduled for a minimum of fifteen (15) hours per week based on length of continuous service from date of employment. Vacation accrual will occur during any month in which an employee works a minimum of one-half of the scheduled work days of that month.

13.1.1.
Probationary employees employed on a 12-month basis will accrue five (5) days of paid vacation when he/she completes his/her probationary period and becomes permanent employee. This accrued leave may be taken only after the completion of the probationary period. If an employee terminates service for any reason before the end of the probationary period he/she is not entitled to any accrued vacation.

13.1.2.
School year employees, (hired before July 1, 2005) employed less than 12 months and employed prior to March 1 shall be paid accrued vacation at the conclusion of their assignment at the end of the school year. School year employees hired on or after March 1 and re-employed for the following school year shall be paid accrued vacation at the conclusion of their assignment the following school year based upon length of continuous service from the date of employment. If a probationary school year employee terminates his/her service for any reason before the end of the school year he/she is not entitled to any accrued vacation. School year employees hired after July 1, 2005 shall not be entitled to vacation time/pay.

13.2.
Permanent school employees are entitled to accrue vacation pay monthly based upon length of continuous service from date of employment as follows:

Completed Years of Continuous Service	School Year Employees Vacation Accrual
Date of employment to end of 4th year	0.83 day per month
Beginning of 5th year to end of 9th year	1.25 days per month
Beginning of 10th year to end of 19th year	1.67 days per month
Beginning of the 20th year and thereafter	2.08 days per month

13.2.1
School year employees shall be allowed to take up to 2 days of accrued vacation time during the school year with advanced approval of their supervisor.

13.3.
Permanent full year employees are entitled to accrue paid vacation leave monthly based upon length of continuous service from their date of employment as follows:

2 weeks vacation accrual of 0.83 day per month end of probation to end of 4th year
3 weeks vacation accrual of 1.25 days per month end beginning 5th year to end of 9th year
4 weeks vacation accrual of 1.67 days per month end beginning 10th year to end of 19th year
5 weeks vacation accrual of 2.08 days per month end beginning 20th year and thereafter

13.3.1.
No Saturday or Sunday or holiday leave day shall be computed as a day of an employee's vacation.

13.3.2.
A full year employee may carry over a maximum of five (5) days of unused vacation days at the end of a fiscal year. Unused vacation days in excess of five (5) days at the end of a fiscal year will be lost.

13.3.3.

Vacation time off for full year employees will be scheduled, insofar as practical, taking into account the desires of the employee and the needs of the department.

13.4. COMPUTATION
A day of vacation for a particular month shall be computed at the employee's regular hourly rate multiplied by the average number of hours per day for which the employee was scheduled during the month.

13.5. TERMINATION
Upon termination of employment, an employee shall receive payment equal to the amount of vacation pay accrued to the date of termination. If termination is caused by death, such payment shall be made to the employee's spouse (if living), otherwise to his/her estate. Except in unusual circumstances, employees must give at least two weeks' notice before terminating employment and failure to give such notice shall result in the loss of any accrued vacation pay.

ARTICLE 14 - HOLIDAYS

14.1.
The holiday benefit provides time off with pay for the purpose of celebrating certain recognized holidays.

14.2. RECOGNIZED HOLIDAYS.
The recognized holidays under this policy are:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King's Birthday
Veterans' Day	Presidents' Day
Thanksgiving Day	Patriots' Day
Day After Thanksgiving	Memorial Day

All holidays referred to above shall be observed hereunder on the day established for its observance under Massachusetts law.

14.3. ELIGIBILITY
Every permanent and probationary employee who regularly works a minimum of fifteen (15) hours per week shall be eligible for holiday pay in accordance with the following conditions:

14.3.1.
For a holiday occurring between the beginning of a school year in September and the end of such school year in June, an employee must work his/her scheduled hours on his/her scheduled work days immediately preceding and immediately following such holiday. Employees scheduled for fewer than five (5) days per week will be paid only for those holidays which fall on scheduled work days.

14.3.2.
For a holiday occurring between the end of one school year and the beginning of the next school year, an employee must be scheduled to work and actually work on the Central Office scheduled work days immediately preceding and immediately following such holiday.

14.3.3.
When a paid holiday falls on a Sunday, the following Monday shall be observed. When a paid holiday falls on a Saturday and the schools are in session on the preceding Friday, school-year employees will receive one (l) extra day's pay at straight time at the end of the school year; full-time employees will receive one (l) extra day's pay at straight time or a compensatory day mutually agreed to by the employee's supervisor and the employee.

14.3.4.

An employee will be considered to have worked any day required under sub-sections 14.3.1 or 14.3.2 above if he/she is on approved paid leave; i.e., sick leave, personal leave, bereavement leave or vacation leave.

14.3.5.
The terms "scheduled days" and "scheduled hours" as used herein shall mean the days and hours of the position held by the employee.

ARTICLE 15 - LONGEVITY PAY

15.1.
The purpose of the longevity pay is to reward non-instructional employees for years of continuous service to the Concord Public Schools and Concord-Carlisle Regional District.

15.2. ELIGIBILITY
Every employee who regularly is scheduled to work for all of the school days in the relevant school year(s) shall be eligible for the longevity pay after completion of five years continuous service in such status. The longevity pay will be granted after every succeeding full year of such service.

15.2.1.
Eligibility will not be lost because of transfer in assignment from one school system to the other provided all qualifications continue to be satisfied. An employee who transfers from an "eligible" position to an "ineligible" position will not receive the pay in any year in which the employee occupies an "ineligible" position. If the employee later returns to an "eligible" position, the time period in the "ineligible" position will not be counted as credit towards years of continuous service for longevity payment. However, this intermediate time will not constitute a break in employment.

15.2.2.
A qualified employee who is on an approved leave of absence for less than one-half of his/her work year in an anniversary year will receive credit of a full year (i.e., 10 or 12 months, as appropriate) of service provided no other employment is entered into during the leave. A qualified employee who is on an approved leave of absence for one-half or more of his/her work year in an anniversary year will not receive credit for a full year of service toward the longevity benefit; however, this leave period will not constitute a break in employment provided no other employment is entered into during the year.

15.3. AMOUNT OF PAYMENT
The amount of money which an eligible employee will receive is based on the number of months the employee has worked (or been credited) in the anniversary year just completed. A 12-month employee will receive 100% of the payment. A school year (10 or more months) employee will receive five-sixths of the longevity pay.

If, during an anniversary year, an eligible employee's assignment is reduced from 12 months to 10 or 11 months or increased from 10 or 11 months to 12 months, the amount of the payment given at the end of that anniversary year will be based on the monthly schedule applicable during the majority of the months in that completed anniversary year. Upon the retirement or death of an eligible employee, a prorated longevity payment will be made to the employee or his/her estate.

The amount of the payment will be based on the schedule in effect at the time the payment is paid. The schedule in effect as of July 1, 2014, is as follows:

Completed Years of Continuous Service	12-month Employee	10 or 11 Month Employee
5 to 9	$ 300	$ 200
10 to 14	475	375
15 to 19	700	600
20 or more	1000	900

ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

16.1.

A grievance shall mean a complaint by an employee that as to such employee the Committee(s) have interpreted and applied this Agreement in violation of a specific provision hereof. The Committee and the Association desire that such procedures shall always be as confidential as possible. The grievant has the right to Association representation at any step of the grievance and arbitration procedure. Grievances shall be handled in the following manner:

STEP 1. The aggrieved employee shall reduce the grievance to writing and sign it. The employee and not more than two (2) representatives shall meet with his/her immediate supervisor at a mutually convenient time within fourteen (14) calendar days after the occurrence which forms the basis for the grievance for the purpose of attempting to resolve the grievance. The immediate supervisor will give his/her written answer within fourteen (14) calendar days of the conclusion of said meeting. If the immediate supervisor fails to respond within the allotted time, the grievant has the right to move to Step 2.

STEP 2. If not settled at Step 1, the grievance shall be submitted to the Director of Human Resources within fourteen (14) days of the answer of the immediate supervisor in Step 1. The Director of Human Resources shall meet with the employee to discuss the grievance within fourteen (14) calendar days of the receipt of the written complaint and shall provide a written response to the employee within fourteen (14) calendar days of the conclusion of the meeting. If the Director of Human Resources fails to respond within the allotted time, the grievant has the right to move to Step 3.

STEP 3. If not settled at Step 2, the grievance shall be referred to the Superintendent within fourteen (14) calendar days after the Director of Human Resource's written answer in Step 2. The Superintendent shall meet with grievant and Association and hear the grievance within thirty (30) calendar days of referral and render a written decision within fourteen (14) calendar days following the hearing. Such hearing shall be in Executive Session.

STEP 4. In the event the Superintendent is unable to resolve the grievance, the grievance may be referred to arbitration by giving the Superintendent written notice thereof within fourteen (14) calendar days after receipt of the Superintendent's decision or after the date when the decision should have been received if no written decision is received. The arbitrator shall be selected through the American Arbitration Association, and such arbitration shall proceed in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

No arbitrator shall have any power to add to or subtract from or modify any of the terms of this Agreement or to decide any questions except the grievance as submitted. No award may be retroactive for more than thirty (30) calendar days prior to the date the grievance was reduced to writing. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days following the hearing, and such decision as to all matters shall be final and binding on all parties.

The expense of the arbitration proceedings (except the individual expense of either party in prosecuting its case) shall be born equally by the employer and the Association. If either party desires a stenographic transcript of the proceedings, it may cause such a transcript to be made, providing it pays for the transcript and makes one (l) copy available without charge to the other party and one (l) copy to the arbitrator, provided that for good cause shown the arbitrator may allocate up to one half of such expense to the other party.

If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee as qualified in Step 4.

16.2.
Any time interval specified herein may be extended by mutual agreement.

ARTICLE 17 - SENIORITY AND QUALIFICATIONS

17.1.
Seniority is defined as the length of continuous employment in a bargaining unit position for the Concord Public Schools/Concord-Carlisle Regional District.

17.2. TERMINATION OF EMPLOYMENT

Seniority shall be broken if an employee:

A) resigns;
B) is discharged for cause;
C) is absent for three (3) or more consecutive working days without notifying his/her supervisor;
D) fails to report to work upon recall within the specified time limits;
E) has been laid off from or otherwise has not been in active employment within the schools for a period of one (1) year.

17.3. QUALIFICATIONS

Qualifications mean the ability, knowledge, and skill of an employee to perform the required duties of a job classification in an efficient manner. The Committees through their agents shall be the sole judge of qualifications.

17.4 TRAINING

All bargaining unit members will continually upgrade their skills, particularly computer related skills. Cross training of members is expected. The employer will provide training when it is required on specific software. Any required training beyond the normal work day will be compensated accordingly.

17.5 EVALUATION PROCEDURES (as of July 1, 2005)

The performance evaluation program for secretaries shall focus on the extent to which each person carries out her/his performance responsibilities as stated in the job descriptions for secretaries. All current secretarial job descriptions shall be on file with each principal, the Human Resource Department, and the Association. Job descriptions will be reviewed on a regular basis. Updates should be made as necessary.

The primary purpose of the performance evaluation program is:

A) To improve the delivery of secretarial service
B) To identify and commend satisfactory and exemplary performance
C) To identify and remediate unsatisfactory performance

PROCEDURES:

1. The employee shall have the right to identify any constraints which the employee believes may inhibit her/his ability to meet the evaluation criteria and to discuss the removal of such constraints with their supervisor (the evaluator) prior to an evaluation of her/his performance.
2. Employees shall be evaluated using the evaluation instrument outlined in Appendix D. Evaluations shall be conducted once every two years or when areas of improvement are noted on an evaluation or at the discretion of the supervisor. Employees will be evaluated prior to June 30th but not before October 15th. The employee may also provide additional information on her/his evaluation.
3. The evaluation report shall be signed by the supervisor and the employee. The employee's signature indicates that she/he has read the evaluation. The employee's signature does not indicate agreement or disagreement with the contents of the evaluation.
4. The supervisor shall meet with the employee within ten (10) work days to discuss the evaluation.
5. The employee may respond in writing to the evaluation and such response will be attached to the evaluation report.

CATEGORIES

- UNSATISFACTORY - Not adequately demonstrating the qualities and behaviors described
- NEEDS IMPROVEMENT - Significant improvement required to meet acceptable level of performance
- MEETS EXPECTATIONS - Meets satisfactory level of performance
- EXCEEDS EXPECTATIONS - Surpasses the qualities and behaviors described

ARTICLE 18 - TRANSFERS

18.1.
Transfers will be considered only when circumstances or the qualifications of individuals make such action appropriate in the best interest of the school system as determined by the employer

18.2.
A transfer of an employee will be made only after written notification of the transfer to the employee. If the employee so requests, the employee shall meet with the Superintendent and/or the Director of Human Resources to discuss the reasons for the transfer.

18.3.
No full year employee will be transferred into a school year position and no school year employee will be transferred into a full year position except by mutual agreement.

ARTICLE 19 - VACANCIES

19.1.
Notice of a vacancy in a job classification will be posted on the district web site.

19.1.1.
Summer Vacancies. Copies of job postings for summer vacancies will be mailed to employees requesting such notification as expressed by annually giving the Human Resource Office three (s) self-addressed, stamped envelopes for the purpose of such notification. In the event of more than three (3) vacancies, the Human Resource Office will notify the Association president of the vacancies.

19.1.2.
Additional Opportunities. Any additional opportunities that may occur from time to time because of grant funding, extra help needed, or anything other than a regular position in the unit, must be posted according to wording in the current contract and all members of the unit will have the opportunity to apply

19.2.
Any member of the bargaining unit may apply to fill the vacancy by submitting an online application.

19.3.
The employer may select a qualified candidate to fill its vacancy from the applying members of the bargaining unit.

19.4.
The Human Resource Office will notify the Association president with the names of new employees upon request.

ARTICLE 20 - REDUCTION-IN-STAFF PROCEDURES

20.1

In the event that the employer determines that positions are to be reduced or eliminated, the following procedures shall be implemented.

20.1.1.

Position category in which the reduction is to occur is identified. The employer retains the right to identify the position category to be reduced. These categories in each salary scale shall be: (See next page)

POSITION CATEGORY

Salary Scale SAA:

Senior Administrative Assistant

High School Principal
Elementary School Principal
Middle School Principal
High School Assistant Principals
High School Registrar
High School Receptionist
High School Guidance (1)
Ripley Accounting Assistants
K-12 METCO
Ripley Information Technology/Maintenance

Salary Sale AA:

Administrative Assistant

High School Sped
High School Guidance (1)
Middle School Administration
Middle School Guidance (1)
High School Department Chair
High School Attendance
Elementary Schools
Ripley Special Education
Athletics

Salary LA:

Library Assistants – CCHS Library

20.1.2.
If a specific position within one of the above position categories is abolished or reduced, the person holding that position has the right to take a vacant position in the same position category. If no vacancy exists, the person holding the abolished or reduced position may displace (bump) the least senior person in the same position category provided there have been no documented incidents of unsatisfactory performance and/or letters of reprimand and the total responsibilities of the position are assumed and the hiring manager or principal has evidence (evaluations and a recommendation from the current supervisor) that the person is qualified for the job.

20.1.3.
If a category position is abolished or reduced, the least senior person in the category position is affected. All employees, whether on leave or not, will receive equal consideration with respect to reduction-in-force.

20.1.4.
All persons reduced shall retain recall rights to his/her former position category and to lower paid categories positions for a period of one (1) year.

20.1.5.
As recall positions become available, each laid-off person will be notified in order of lay-off (last laid-off, first recalled) by certified mail. Laid-off persons will respond in writing within seven (7) calendar days. Refusal to accept recall and/or failure to respond in writing within seven (7) calendar days of receipt will result in person forfeiting further recall rights. When a laid-off person returns to a position, all further recall obligations are voided.

20.1.6.
Persons returning as a result of recall will return to the same salary step held before the lay-off occurred, and their seniority will continue to accrue, i.e., if a person was laid-off with four (4) years of service and is rehired, said person will be beginning their fifth (5th) year of service.

20.1.7.
It shall be the responsibility of the Association to maintain updated addresses of laid-off employees for recall purposes. These addresses will be made available to the Human Resource Office whenever positions become vacant.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

21.1.
The employer shall not discipline, suspend, or discharge any employee without just cause. In all cases involving the suspension or discharge of a permanent employee, the employer shall notify the employee in writing of his/her suspension or discharge and the reasons therefore. Any dispute arising between the employer and the Association concerning the existence of just cause for suspension or discharge may be subject to the grievance and arbitration procedure set forth in this Agreement, except that the suspension or discharge of a probationary employee shall not be subject to the grievance and arbitration procedure under this Agreement.

ARTICLE 22 - MISCELLANEOUS

22.1. LICENSES
Fees for any special license required by an employee in order to perform his/her duties will be paid for by the employer.

22.2. PHYSICAL EXAMINATIONS
The employer may require a physical examination and a doctor's certificate attesting that a new employee is physically capable of performing his/her duties. A physical examination and/or doctor's certificate may also be

required of an employee who is returning to work after an illness of five (5) or more consecutive days or in other circumstances deemed appropriate by the employer.

22.3. NOTICE OF TERMINATION

Except in unusual circumstances, employees must give at least two (2) weeks notice before terminating their employment.

22.4. LEGAL CONFLICT

Should any provision of this Agreement be found to be in violation of any applicable Federal or State law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement

ARTICLE 23 - STRIKES AND LOCKOUTS

23.1.

During the term of this Agreement, there shall be no strikes, "sick-outs," work stoppages, secondary boycotts or any slowdown, disturbances or demonstrations during working hours. The Association and its representatives will give their support to the employer in maintaining orderly and efficient operations. Participation by an employee or employees in any act in violation of the provisions of the Article shall be cause for discipline. During the term of this Agreement, there shall be no "lockouts" by the employer.

ARTICLE 24 - SCHOOL CANCELLATION

24.1.

In the event that school is called off because of an unforeseen emergency situation, including inclement weather:

A) Each 52 week per year (full-year) employee shall be expected to report for work as near to his/her regularly scheduled starting time as possible, provided the Central Office has not been closed for that particular day. If an employee is unable to report for work under such conditions, he/she shall so notify his/her immediate supervisor, and with the approval of his/her supervisor, the employee may credit such absence as either a vacation day or a personal day provided such leave has not already been exhausted. In the event that such permission is not granted or such leave has been exhausted, this absence shall be without pay. If the Superintendent of Schools determines that conditions are such that the Central Office is to be closed on a given day, all full year employees covered by this policy shall be notified not to report for work and shall be paid for the day(s) in question.

B) Each school-year employee shall not report for work. Such absence shall be without pay due to the fact that such canceled days are normally rescheduled later in the school year or accrued vacation time may be used.

ARTICLE 25 - ASSOCIATION RIGHTS

25.1.
The employer shall permit the CCSSA to use in-school mail boxes and to make reasonable use of school buildings for Association Meetings provided no additional cost is incurred by the employer for such use.

25.2.
The employer shall furnish to the CCSSA annually in September, a listing of all persons employed in positions covered by the bargaining unit and the positions they occupy.

25.3.
Employees participating in negotiations shall be paid for time spent during scheduled hours in collective bargaining sessions with the employer.

25.4.
The employer agrees to discuss all anticipated changes to bargaining unit positions with the union leadership. No changes shall go into effect without the union leadership being informed and a discussion occurring prior to any change taking place.

ARTICLE 26 - STAFF DEVELOPMENT

26.1. TUITION REIMBURSEMENT
The sum of $1,500 shall be provided annually for tuition reimbursement for course work relevant to position. Written requests for reimbursement will be made to the Director of Human Resources for approval prior to taking the course. Approval of requests will be consistent with established guidelines in Appendix B.

26.2.
Tuition for course work taken as a job requirement at the request of the employer will be fully reimbursed.

26.3.
Support staff will be included in appropriate growth and development programs, i.e., Appreciation for Human Differences workshops.

Support staff input will be elicited in the preparation of the staff development program booklet and employee needs will be considered during the annual planning of staff development programs. It is the intent of this Article to provide timely in-house staff development opportunities for the support staff when possible. Time will be made available for employees to attend staff development programs with the approval of their immediate supervisor.

ARTICLE 27 - TRAVEL EXPENSE

Employees whose duties require travel during working hours, will be reimbursed for this travel at the same rate as provided other District employees. Employees will also be reimbursed for actual parking costs and tolls incurred. Requests for reimbursement must be based on actual mileage traveled and under a procedure established by the employer.

ARTICLE 28 - EMPLOYEES' FILES

28.1.
No material which the Superintendent or supervisor deems derogatory to an employee's conduct, service, character, or personality will be placed in such employee's personnel file unless the employee has had an opportunity to review the material. A copy of the material will either be hand delivered to the employee or sent by certified mail, return receipt requested. The employee will acknowledge having had the opportunity to review such material by signing the copy to be filed within fourteen (14) calendar days of its receipt. Such signature, however, shall not be deemed to indicate agreement with the contents thereof. Such material, either

hand delivered to an employee or sent to the employee by certified mail return receipt requested with a signed receipt returned, will be accepted by both parties as proof that the requirements of the school system as described here have been fulfilled in the event that the employee does not sign the material within fourteen (14) days of its receipt.

28.2.
The employee has the right to submit a written answer to such material within thirty (30) calendar days of its receipt and his/her answer shall be reviewed by the Superintendent and the supervisor and attached to the file copy.

28.3.
The employee shall have the right upon request at reasonable times to examine her/his personnel file at a location designated by the employer and to have a copy of any material in it. An employee shall have information removed from his file by use of the grievance procedure, on the grounds that information in his file is improper, incorrect, or irrelevant to the employment relationship.

ARTICLE 29

DURATION OF CONTRACT

This Agreement shall become effective as of July 1, 2017 and shall remain in full force and effect until June 30, 2020 and thereafter for successive one (1) year periods unless either of the parties hereto on or before the sixtieth (60th) day next preceding the expiration of the above stated period or any subsequent year of the existence of this agreement shall notify the other party in writing of its desire to terminate, amend or modify the same.

ARTICLE 30

If the parties do not reach an agreement prior to the expiration date of the Agreement, the entire Agreement will remain in full force and effect until a successor agreement is reached.

WITNESS the execution and ratification hereof as of the day and year noted below:

CONCORD PUBLIC SCHOOLS

By _____

Date 9/26/17

CONCORD-CARLISLE REGIONAL SCHOOL DISTRICT

By _____

Date 9/26/17

C/CCSSA - SECRETARIES UNIT

By R. Bryant-Gates Date 10/4/17

By _____ Date _____

HOURLY SCHEDULE

SENIOR ADMINISTRATIVE ASSISTANTS (SAA)

Elementary, Middle & High School Principals, High School Assistant Principals (1), High School Guidance (1), High School Registrar, Ripley Accounting Assistants, Ripley Information Technology/Maintenance, K-12 METCO, High School Receptionist

Step	7/1/2017 Hourly Rate	7/1/2018 Hourly Rate	7/1/2019 Hourly Rate
SAA-1	$ 26.28	$ 27.01	$ 27.75
SAA-2	$ 27.27	$ 28.02	$ 28.79
SAA-3	$ 28.29	$ 29.06	$ 29.86
SAA-4	$ 29.34	$ 30.14	$ 30.97
SAA-5	$ 30.70	$ 31.55	$ 32.41

ADMINISTRATIVE ASSISTANTS (AA)

Ripley SPED, High School SPED, High School Guidance (1), Middle School Administration, Middle School Guidance (1), High School Department Chair, High School Attendance, Elementary Schools, Athletics

Step	7/1/2017 Hourly Rate	7/1/2018 Hourly Rate	7/1/2019 Hourly Rate
AA-1	$ 23.63	$ 24.28	$ 24.95
AA-2	$ 24.50	$ 25.17	$ 25.86
AA-3	$ 25.46	$ 26.16	$ 26.88
AA-4	$ 26.37	$ 27.09	$ 27.84
AA-5	$ 27.61	$ 28.37	$ 29.15

CONCORD-CARLISLE HIGH SCHOOL LIBRARY ASSISTANTS (LA)

Step	7/1/2017 Hourly Rate	7/1/2018 Hourly Rate	7/1/2019 Hourly Rate
LA-1	$ 23.51	$ 24.16	$ 24.82
LA-2	$ 24.77	$ 25.45	$ 26.15
LA-3	$ 26.27	$ 27.00	$ 27.74
LA-4	$ 27.79	$ 28.56	$ 29.34
LA-5	$ 29.60	$ 30.42	$ 31.25

CONCORD/CONCORD-CARLISLE SUPPORT STAFF ASSOCIATION

TUITION REIMBURSEMENT GUIDELINES

RE: SSA STAFF DEVELOPMENT

Employees represented by the Association scheduled for at least twenty (20) hours a week are eligible for tuition reimbursement.

Staff Development may include workshops, courses, or other programs and activities which are job-related. Reimbursement shall not be dependent on whether the course, workshop, activity, etc. is one for credit or associated with a degree program.

The $1,500 set aside annually shall be divided for distribution in two parts: $900 from September through February; $600 for March through August.

Reimbursement may not exceed $100 per eligible employee for each approved course, program, etc. In order that opportunities are available for all employees, only one request per employee per period will be considered for approval.*

In the event that approval for tuition reimbursement is denied because of a question of job-relatedness, the employee making the request may appeal to the Director of Human Resources who shall seek the advice and the opinion of two Bargaining Unit members, one of whom shall be the President of the Association or his/her designee.

Reimbursement will be made upon completion of the approved course, activity, or program as evidenced by submission of a certificate of completion and proof of payment.

These guidelines will be reviewed and amended, if necessary, annually on the anniversary date of the SSA contract.

*In the event that all funds are not expended, more than one request per employee will be considered.

Concord Public Schools
Concord-Carlisle Regional school District

SECRETARY EVALUATION INSTRUMENT

The evaluation should be thorough, objective and clearly understood by the employee, so as to positively affect future performance.

Each employee shall receive a copy of his/her evaluation prior to a conference with his/her evaluator.

I. KNOWLEDGE OF THE JOB

A. Demonstrates thorough grasp of the responsibilities of the job
B. Demonstrates competency in work related skills
C. Understands and follows directions
D. Exhibits thorough knowledge of relevant workplace technology

II. PERFORMANCE OF TASKS

A. Demonstrates organizational skills
B. Demonstrates accuracy and efficiency
C. Exhibits good communication skills
D. Recognizes and implements priorities

III. INITIATIVE

A. Demonstrates initiative and is resourceful
B. Performs tasks with minimal supervision
C. Uses time productively and efficiently

IV. PERSONAL CHARACTERISTICS

A. Exhibits dependability (including attendance and punctuality)
B. Displays positive attitude
C. Demonstrates discretion and tact
D. Is cooperative and enthusiastic

Unsatisfactory	Not adequately demonstrating the qualities and behaviors described.
Needs Improvement	Significant improvement required to meet acceptable level of performance.
Meets Expectations	Meets satisfactory level of performance.
Exceeds Expectations	Surpasses the qualities and behaviors described.

EVALUATION FORM

NAME:_____

SCHOOL:_____ POSITION:_____

I. WORK EFFECTIVENESS

A. Knowledge of job

B. Ability to organize work

_____ Exceeds Expectations
_____ Meets Expectations
_____ Needs Improvement
_____ Unsatisfactory

C. Task Performance

_____ Exceeds Expectations
_____ Meets Expectations
_____ Needs Improvement
_____ Unsatisfactory

D. Initiative

_____ Exceeds Expectations
_____ Meets Expectations
_____ Needs Improvement
_____ Unsatisfactory

E. Technology

_____ Exceeds Expectations
_____ Meets Expectations
_____ Needs Improvement
_____ Unsatisfactory

COMMENDATIONS AND/OR RECOMMENDATIONS:

II. PUNCTUALITY

Exceeds _____ Meets _____ Improvement Needed_____ Unsatisfactory _____

COMMENDATIONS AND/OR RECOMMENDATIONS:

III. PERSONAL CHARACTERISTICS

A. Cooperation, ability to work with others (i.e. colleagues, students, community members)

_____ Exceeds Expectations t
_____ Meets Expectations
_____ Needs Improvement
_____ Unsatisfactory

B. Reliability/Dependability

_____ Exceeds Expectations
_____ Meets Expectations
_____ Needs Improvement
_____ Unsatisfactory

C. Discretion and tact - supportive of school and/or system policies

_____ Exceeds Expectations
_____ Meets Expectations
_____ Needs Improvement
_____ Unsatisfactory

COMMENDATIONS AND/OR RECOMMENDATIONS:

IV. COMMENTS ABOUT EMPLOYEE OR EMPLOYEE'S WORK NOT COVERED IN ITEMS I, II OR III

COMMENDATIONS AND/OR RECOMMENDATIONS:

PROFESSIONAL GROWTH: (List all courses, workshops, professional meetings, conferences and other staff development opportunities.)

****

EVALUATOR'S RECOMMENDATION

_____ Continue employment with normal salary increase

_____ Withhold salary increase in accordance with the appropriate collective bargaining agreement article

Signature of Evaluator:_____ Date:_____

****

NOTE TO STAFF MEMBER: This report was prepared and discussed with you to keep you informed of your supervisor's appraisal of your work. We ask you to sign this form which indicates that you have read it and, though you may or may not agree with the content, you do understand what it says. The space below is provided for any written comment that you may wish to make. You may respond in more detail if you wish and the response will be attached to this form.

Employee's Signature:_____ Date:_____

Employee's Comments:

cc: Personnel File

APPENDIX D

CONCORD/CONCORD-CARLISLE SUPPORT STAFF ASSOCIATION

LIBRARY ASSISTANTS POSITIONS

Agreement between the Concord-Carlisle School Committee/Concord School Committee and the Concord-Concord-Carlisle Support Staff Association, dated July 1, 2011.

1. The two (2) CCHS Library Assistant positions currently being held by LouAnn Franke and Jane-Sarah MacFarlane shall be grandfathered.

2. These two (2) positions (employees named in #1) shall continue with all of the bargaining unit benefits as stated in the CCSSA contract.

3. As each position is vacated (by the employee named in #1), such position will no longer be recognized as a bargaining unit position.