Agreement between the Concord-Carlisle Regional School Committee and the Tutors Association

2019 - 2022
Article One - Recognition
Pursuant to General Laws, Chapter 150E, the School Committee of the Concord-Carlisle Regional School District recognizes the Concord-Concord-Carlisle Tutors Association as the exclusive representative for purposes of collective bargaining with respect to wages, hours and working conditions of employment for all tutors employed by the Concord-Carlisle Regional School District.

Article Two - Retained Rights of the School System
Except as specifically modified by this Agreement, the rights of the Employer shall include, but not be limited to, such rights as the right to select and hire all employees; to promote employees; to determine and modify job content and qualifications; 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 determined appropriate by the Employer because of lack of work, lack of funds, changes in the educational program or other reasons determined by the employer; to make rules and regulations which do not conflict with the provisions of this Agreement; and generally to control and supervise the Employer's operations and affairs without hindrance or interference by the Association. This Agreement shall in no way restrict the Employer in its sole judgment from employing temporary or substitute employees. Such temporary or substitute employees shall not be covered by this Agreement.

Except as limited by the express terms of this Agreement, the Employer will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise, without bargaining with the Association, all the powers, authority, and prerogatives of management and all rights accorded the Employer by applicable law.

Except as expressly provided by a specific provision of this Agreement, the exercise of the sample of aforementioned rights, as well as any matter dealing with administration, shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

Article Three - No Strikes/No Lockouts
No employee covered by this Agreement will engage in, induce, or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or withholding of services from the District, including so-called work-to-rule, refusal to perform in whole or part duties of employment, however established, whether mandatory or voluntary.

The Association agrees that neither it nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or withholding of services from the District, including so-called work-to-rule, refusal to perform in whole or part duties of employment, however established, whether mandatory or voluntary.

The Association agrees further that should any employee or group of employees covered by this Agreement engage in any job action (including without limitation those described above), the Association will forthwith disavow such activity, refuse to recognize any picket line
established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action. Violation of this article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be cause for termination of any employee and such other action that the District may deem appropriate.

**Article Four - Dues Deduction**
Subject to applicable law as set forth in the General Laws of Commonwealth of Massachusetts Chapter 180, Section 17A the School Districts shall deduct Association dues for each of its employees within the unit covered by this Agreement who, individually, in writing on the form set forth in Appendix A of this Article authorize such deductions. Dues shall be deducted two pay periods each month.

The School District shall remit such deductions to the Treasurer of the Association together with a report at the conclusion of each month.

The Association shall indemnify and save the School District harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken by the School Districts for the purpose of complying with this Article or in reliance on any assignment furnished to the School District.

The School District will incur no liability for loss of dues money after said money has been deposited.

**Article Five - Grievance and Arbitration**
A. For purposes of this Article, a "grievance" will be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement; provided, however, that any matter arising under the purported exercise of management rights pursuant to that Article, or any matter reserved to the discretion of the District by the terms of this Agreement, will not be subject to this grievance procedure nor construed as being grievable.

B. The District and the Association understand that the grievance procedure is designed as a procedure for prompt resolution of disputes. Therefore, no grievance procedure may be commenced more than five (5) business days after the occurrence of the incident or event upon which the grievance is based.

C. All grievances will be handled in accordance with the grievance procedures set forth in this Article. No more than two representatives of the Association may accompany the employee in any meeting with a District representative concerning a grievance. All grievance meetings will be held during non-work hours unless in the written determination of the Superintendent it is necessary to hold such a meeting during work hours.

D. A grievance that affects or may affect more than one member of the bargaining unit will be submitted as one grievance, in writing commencing at Level Two.

**LEVEL ONE**
A bargaining unit member with a grievance shall present the grievance in writing on the form in
Appendix B to the SPED department chair or METCO director within five (5) business days from the day of the event upon which the grievance is based or the day either the grievant or the Association should first have reasonably known of the event upon which the grievance is based. The SPED department chair or METCO director shall meet with the grievant within fourteen (14) business days of receiving the grievance in an attempt to resolve the grievance. The immediate supervisor will give his/her written answer within fourteen (14) business days of the conclusion of said meeting.

**LEVEL TWO**

If the grievance has not been resolved to the satisfaction of the grievant(s) within fourteen (14) business days of being presented to the SPED department chair or METCO director, the grievance may be submitted to the High School Principal who shall meet with the grievant(s) within fourteen (14) days in an effort to settle the grievance. The Principal will give his/her written answer within fourteen (14) business days of the conclusion of said meeting.

**LEVEL THREE**

If the grievance has not been resolved to the satisfaction of the grievant(s) within fourteen (14) business days of being presented at level two, the grievance may be submitted to the Superintendent who shall meet with the grievant(s) within fourteen (14) business days in an effort to settle the grievance. The Superintendent will give his/her written answer within fourteen (14) business days of the conclusion of said meeting.

**LEVEL FOUR**

If the grievance has not been resolved to the satisfaction of the grievant(s) at level three, the Association may submit the matter to arbitration before the American Arbitration Association, within fourteen (14) business days of the Superintendent's decision relative to any dispute concerning the interpretation or application of this written agreement. The District may also submit a grievance to arbitration.

E. The arbitrator shall have no power to add to, subtract from or modify this Agreement. Any decision of the arbitrator shall be final and binding on the parties, subject to review only to the extent permitted by applicable law.

F. Each party shall bear expenses incurred by it and expenses of arbitration incurred jointly shall be borne equally by the Association and the District.

G. The arbitrator shall not render a decision contrary to state or federal law.

Grievances may be settled without precedent at any stage of the process.

I. The arbitrator shall decide any disciplinary cases based upon the preponderance of the evidence standard of proof.

J. The time limits set forth in this Article are mandatory (and any grievance not advanced in a timely manner to the next Level of this process shall be deemed abandoned), but the time limits may be extended by mutual agreement, in writing, of the parties. Any grievance not resolved within the 14 day period at Levels One, Two or Three shall be deemed to have been denied,
unless the parties have extended, in writing, the time for response.

K. The District may also process grievances under the grievance and arbitration procedure.

**Article Six - Work Year**
The regular work year for unit members will be one hundred eighty (180) days. Additional days may be added at the discretion of the administration and will be compensated.

**Article Seven - Sick Leave**
Each unit member shall be granted ten (10) days of absence annually. Unused sick leave days shall accumulate to a maximum of 180 days. In addition to personal illness, use of sick leave shall include absence up to a maximum of five days a year because of illness on the part of a spouse, child, father, or mother.

**Article Eight - Bereavement Leave**
Bereavement Leave will be granted by the immediate supervisor and Principal not to exceed five (5) days. The leave is to be granted without salary deductions in the event of the loss of the following: husband, wife, child, father, mother, brother, sister, grandparent, or mother in-law, father in-law, or grandchild. Bereavement leave for purposes other than those in the prior category may be granted upon written request at the discretion of the Superintendent upon the recommendation of the Principal.

**Article Nine - Personal Leave & Leave for Religious Observance**
Each regular employee will be granted annually three (3) days’ absence from school duties for personal business that is unusual and imperative and cannot be done at any other time with no loss of salary. The benefits of this Section shall not be utilized to extend a vacation period or a weekend. Unused personal days will be cumulative to five (5) days per tutor. To be eligible for leave without loss of salary, a unit member must receive approval from his/her immediate supervisor and Principal at least twenty-four (24) hours before taking such leave. In case of an emergency the unit member shall contact the immediate supervisor as soon as reasonably possible. Personal business means a matter which cannot be attended to at a time other than when school is in session.

**Article Ten – Holidays**
Tutors that work fifteen (15) hours or more shall be entitled to the following paid holidays provided the employee was scheduled to work on that day. All holidays shall be observed on the day established by Massachusetts law. When a paid holiday falls on a Sunday, it shall be observed on the following Monday. When a paid holiday falls on a Saturday and schools are in session and the tutor is scheduled to work the preceding Friday, tutors shall receive an extra one (1) day of pay at straight time.

| Labor Day | Thanksgiving Day | Patriots Day |
| Columbus Day | Martin Luther King | Memorial Day |
| Veterans’ Day | Presidents’ Day | Christmas Day |
| News Year Day | | |
**Article Eleven – Payment in Lieu of Vacation**

Tutors hired on or before June 30, 2011 who regularly work fifteen hours a week or more shall be entitled to the following payment in lieu of vacation time. The calculation of time is based on continuous employment. Payment in lieu of vacation time is accrued for each month of service based on the date of hire. Tutors are expected to be present while school is in session. Payment will be issued at the end of the school year in which it is accrued. Upon separation of employment, vacation time shall be pro-rated accordingly. This article does not apply to tutors hired on or after July 1, 2011.

<table>
<thead>
<tr>
<th>Completed Years of Service</th>
<th>Vacation Pay Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 4 Years</td>
<td>.83 days per month</td>
</tr>
<tr>
<td>5 - 14 Years</td>
<td>1.25 days per month</td>
</tr>
<tr>
<td>15 - 19 Years</td>
<td>1.67 days per month</td>
</tr>
<tr>
<td>20 plus Years</td>
<td>2.08 days per month</td>
</tr>
</tbody>
</table>
Article Twelve - Reduction in Force
The determination of whether and when employees shall be laid off shall be
determined solely by the District. The determination of which positions and how
many positions shall be subject to layoff or reduction shall be determined solely by
the District. The layoff of an employee shall not be subject to the grievance
procedure. In addition, the determination of the occurrence of layoffs, the number of
employees to be laid off, the filling of vacancies, and the reassignment of
employees as a result of a reduction in force are essential elements of management
and as such are not subject to the grievance process.

Article Thirteen- Savings Clause
No provision of this Agreement shall be enforced if such enforcement is
adjudged to be in violation of applicable law. If any Article or section of this
Agreement should be held invalid by operation of law or by any tribunal of
competent jurisdiction, or if compliance with or enforcement of any Article or
section should be restrained by such tribunal, the remainder of this Agreement
will not be affected and will remain in full force and effect.

Article Fourteen - Evaluation Procedures
The employee shall be evaluated using the attached evaluation instrument in
Appendix C. Evaluations shall be conducted annually or at the discretion of the
department chair, principal, director of special education, and/or the
superintendent.

The evaluation report shall be signed by the employee. The employee's signature
indicates that he/she has read the evaluation. The employee's signature does not
indicate agreement or disagreement with the contents of the evaluation.

Article Fifteen –Tuition Reimbursement
15.1 The sum of $1,500 shall be provided annually for tuition reimbursement for
graduate course work and conference/workshop that are job related. Written
requests using the form in Appendix D for reimbursement will be made to the
tutor's Director and Principal of CCHS with final approval by the Human
Resource Manager. Approval of requests will be consistent with established
guidelines in Appendix D.

15.2 Reimbursement may not exceed $100 per tutor for approved graduate
course, workshop or conference. In order that opportunities are available for as
many tutors as possible, only one request per employee per school year will be
considered for approval. If funds remain, consideration will be given to request
a second reimbursement.

15.3 Reimbursement will be made upon submission of evidence of payment in
the form of a canceled check or credit card statement and evidence of
completion of the graduate course, workshop or conference.
Article Sixteen – Applicable Law
All tutors are covered by applicable Massachusetts law in place during the length of this contract.

Article Seventeen- Duration
This agreement will be in effect from July 1, 2019, except as otherwise provided for, and will remain in full force and effect until June 30, 2022.

Article Eighteen - Stability of Agreement
No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this agreement unless made and executed in writing by the parties.

The failure of the District or the Association to insist upon performance of any of the terms or conditions of the Agreement in one or more situations will not be considered as a waiver or relinquishment of the right of the District or the Association to future performance of any such terms or conditions, and the obligations of the District and the Association to such future performance will continue in full force and effect.

Article Eighteen - Wages

<table>
<thead>
<tr>
<th></th>
<th>FY2020</th>
<th>FY2021</th>
<th>FY2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>$25.77</td>
<td>$26.41</td>
<td>$27.07</td>
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<tr>
<td>Step 2</td>
<td>$27.14</td>
<td>$27.82</td>
<td>$28.52</td>
</tr>
<tr>
<td>Step 3</td>
<td>$28.80</td>
<td>$29.52</td>
<td>$30.26</td>
</tr>
<tr>
<td>Step 4</td>
<td>$30.47</td>
<td>$31.24</td>
<td>$32.02</td>
</tr>
<tr>
<td>Step 5</td>
<td>$32.17</td>
<td>$32.98</td>
<td>$33.80</td>
</tr>
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</table>

6.5 Hours Per Day

<table>
<thead>
<tr>
<th></th>
<th>FY2020</th>
<th>FY2021</th>
<th>FY2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>$31,824</td>
<td>$32,620</td>
<td>$33,435</td>
</tr>
<tr>
<td>Step 2</td>
<td>$33,520</td>
<td>$34,358</td>
<td>$35,217</td>
</tr>
<tr>
<td>Step 3</td>
<td>$35,571</td>
<td>$36,460</td>
<td>$37,372</td>
</tr>
<tr>
<td>Step 4</td>
<td>$37,634</td>
<td>$38,575</td>
<td>$39,540</td>
</tr>
<tr>
<td>Step 5</td>
<td>$39,735</td>
<td>$40,729</td>
<td>$41,747</td>
</tr>
</tbody>
</table>
### 7 Hours Per Day

<table>
<thead>
<tr>
<th>Step</th>
<th>1st Year</th>
<th>2nd Year</th>
<th>3rd Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>$34,272</td>
<td>$35,129</td>
<td>$36,007</td>
</tr>
<tr>
<td>Step 2</td>
<td>$36,099</td>
<td>$37,001</td>
<td>$37,926</td>
</tr>
<tr>
<td>Step 3</td>
<td>$38,307</td>
<td>$39,265</td>
<td>$40,247</td>
</tr>
<tr>
<td>Step 4</td>
<td>$40,529</td>
<td>$41,543</td>
<td>$45,581</td>
</tr>
<tr>
<td>Step 5</td>
<td>$42,792</td>
<td>$43,862</td>
<td>$44,959</td>
</tr>
</tbody>
</table>
APPENDIX A

CONCORD-CARLISLE TUTORS ASSOCIATION (CCTUA)
Payroll Deduction Dues Form

NAME (FIRST):______________________________ (MI):

(LAST):______________________________

ADDRESS:______________________________ CITY/STATE:

ZIP:________

PHONE:________________

EMAIL ADDRESS:_________________________

I hereby authorize the Concord-Carlisle Regional School District to withhold from my wages the amount of money sufficient to pay current membership dues as certified by the CCTUA. This amount of _____ shall be deducted in equal installments over the school year. I have the right to revoke the authorization at any time.

Signature:_________________________ Date signed:______________

MAIL COMPLETED FORM TO: CCTUA
APPENDIX B
Grievance Form
Concord-Carlisle Tutors Association

Level (Circle One): One / Two / Three

Grievant's Name:

Supervisor at Level 1:

Statement of the Grievance:

Contract Article(s) Violated:

Remedy sought at this Level:

________________________________________  __________________________
Signature of Grievant                          Date
Name: (PLEASE PRINT)  
Position:  
Evaluator:  
Date:  

Using the performance factors listed below please circle the appropriate rating. The ratings are defined as:

1. Exceeds: Consistently exceeds expectations; role model for peers  
2. Meets: Generally meets expectations or requirements  
3. Unsatisfactory: Unacceptable job performance; not meeting standards

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Job Knowledge</td>
<td>Demonstrates knowledge of methods, techniques, and skills required of position</td>
<td>1 2 3</td>
</tr>
<tr>
<td>B. Job Performance</td>
<td>Performs consistently, accurately, and effectively. Work completed meets expectations and performance responsibilities.</td>
<td>1 2 3</td>
</tr>
<tr>
<td>C. Self Motivation/Management</td>
<td>Builds on strengths and works on deficiencies. Well organized, utilizes time efficiently, and works when appropriate.</td>
<td>1 2 3</td>
</tr>
<tr>
<td>D. Adaptability to Change</td>
<td>Possesses the ability to be flexible and adapts quickly to a multitude of new situations</td>
<td>1 2 3</td>
</tr>
<tr>
<td>E. Interpersonal Effectiveness</td>
<td>Maintains effective working relationship with others, handles and resolves conflict well, presents ideas effectively, and well.</td>
<td>1 2 3</td>
</tr>
<tr>
<td>F. Dependability</td>
<td>Consistently reports to work and assigned responsibilities when expected and on time.</td>
<td>1 2 3</td>
</tr>
<tr>
<td>G. Student Learning</td>
<td>Students consistently demonstrate advancement in learning</td>
<td>1 2 3</td>
</tr>
</tbody>
</table>
Overall Rating: Exceeds    Meets Expectations    Unsatisfactory

Supervisor’s Comments:

Supervisor’s Recommendation:

________  Continue employment with normal salary increase - if applicable

________  Termination of employment

Tutor's Signature_________________________  Date_____________

Evaluator’s Signature_________________________  Date_____________
APPENDIX D

CONCORD-CARLISLE TUTORS ASSOCIATION - TUITION REIMBURSEMENT FORM

The sum of $1,500 shall be provided annually for tuition reimbursement for graduate course work and conference/workshop that are job related. Written requests using this form for reimbursement will be made to the tutor’s Director and Principal of CCHS with final approval by the Human Resource Manager.

Reimbursement may not exceed $100 per tutor for approved graduate course, workshop or conference. In order that opportunities are available for as many tutors as possible, only one request per employee per school year will be considered for approval. If funds remain, consideration will be given to request a second reimbursement.

Reimbursement will be made upon submission of evidence of payment in the form of a canceled check or credit card statement and evidence of completion of the graduate course, workshop or conference.

Name: ___________________________ Dept.: ___________________

Course: ____________________________

Institution: ____________________________

Description:

Course Begins: _________________ Course Ends: _________________

Approved by: ___________________________ Date: _________________
    Director/Dept. Chair

Approved by: ___________________________ Date: _________________
    Principal

Central Office Use

Approved for $100.00 in tuition reimbursement:

______________________________ Date: _________________
    Human Resource Manager

______________________________ Date: _________________
    Director of Finance & Operations
This Agreement has been mutually voted and ratified by the Concord-Carlisle Regional School Committee and the Concord-Carlisle Tutors’ Association.

IN WITNESS WHEREOF the execution hereof as of the day and year as noted below.

For the Concord-Carlisle Tutors Association:

_________________________________________ Date
Anna Romanov

For the Concord-Carlisle School Committee:

_________________________________________ Date
Court Booth