

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

2022 - 2025

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ARTICLE 1
RECOGNITION

Pursuant to General Laws, Chapter 150E, the School Committee of the Concord-Carlisle Regional School District recognizes the 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.

- a. The first ninety (90) work days of continuous employment of any newly hired employee shall constitute the employees' probationary period. Probationary employees may be granted a maximum of one (1) personal leave day. No transfer, layoff, suspension, discipline and/or discharge made during the employee's said probationary period shall be construed as a violation of any of the provisions of this Agreement or shall be subject of a grievance proceeding hereunder.

ARTICLE 2
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 3

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 4

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 5

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) school 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) school 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) school days of receiving the grievance in an attempt to resolve the grievance. The immediate supervisor will give his/her written answer within fourteen (14) school 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) school 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) school days in an effort to settle the grievance. The Principal will give his/her written answer within fourteen (14) school 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) school 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) school days in an effort to settle the grievance. The Superintendent will give his/her written answer within fourteen (14) school 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 Department of Labor Relations, within fourteen (14) school 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 H. 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 6 **WORK YEAR, WORK DAY AND WORKLOAD**

6.1. Work Year: The regular work year for unit members will be one hundred eighty days (180). Additional days may be added at the discretion of the administration, and will be compensated at their regular hourly rate of pay.

6.1.1. An employee may work up to four (4) hours at their regular hourly rate of pay during the two professional development days preceding the start of the school year.

6.1.2. An employee who attends a mandatory training/workshop in accordance with an assignment by the Superintendent or his/her designee shall be considered in a duty status for the number of hours, not to exceed seven (7) hours in a single work day, the employee is in attendance at such training/workshop and shall be paid for such hours at their regular hourly rate of pay.

6.2. Work Day: All full time tutors are scheduled to work six and one-half (6.5) hours per day unless otherwise assigned by the Principal and/or their designee.

6.2.1. All tutors working six and one-half (6.5) hours or more in a calendar day shall have an unpaid, duty free lunch period.

6.3. Workload: Tutors shall be provided the resources necessary to perform their job including but not limited to a school-loaned laptop and student information systems to support students.

ARTICLE 7 **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 8 **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 9 **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 10 **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
New Year's Day	Juneteenth	

ARTICLE 11 **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.

<u>Completed Years of Service</u>	<u>Vacation Pay Accrual</u>
0 – 4 Years	.83 days per month
5 – 14 Years	1.25 days per month
15 – 19 Years	1.67 days per month
20 plus Years	2.08 days per month

ARTICLE 12 **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 13 **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 14 **EVALUATION PROCEDURES**

The employee shall be evaluated using the attached evaluation instrument in Appendix C. Evaluations will be conducted at the close of the probationary period, and every two years thereafter. Evaluations shall be conducted by the Department Chair, Principal, Director of Student Services, Special Education Administrator, 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 15 **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 16 **APPLICABLE LAW**

All tutors are covered by applicable Massachusetts law in place during the length of this contract.

ARTICLE 17 **DURATION**

17.1 This Agreement will become effective as of July 1, 2022 and shall remain in full force and effect until June 30, 2025.

17.2 Any party to this Agreement may initiate negotiations for a successor agreement to be effective on or after July 1, 2025 by notifying the other party in writing.

17.3 In the event any federal or state law, or any order of any State Executive or Administrative Office having the authority, or if the final determination of any Board or Court of competent jurisdiction affects any provision(s) of the Agreement, the provision(s) so affected shall conform thereto. Except as modified, the Agreement will continue in full force and effect.

17.4 Any desire to terminate, amend, or modify the Agreement must be made and executed in writing by all parties.

17.5 If the parties do not reach an agreement prior to the expiration of the above stated period, the Agreement will remain in full force and effect in its entirety until a successor Agreement is reached.

ARTICLE 18 **STABILITY OF AGREEMENT**

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 19

WAGES

Hourly Rates

	FY2023	FY 2024 (2.0%)	FY2025 (2.0%)
Step 1	27.88	28.44	29.01
Step 2	29.38	29.96	30.56
Step 3	31.17	31.79	32.43
Step 4	32.98	33.64	34.31
Step 5	34.81	35.51	36.22
Step 6	35.83	36.54	37.28

6.5 Hours Per Day*

	FY2023	FY 2024 (2.0%)	FY2025 (2.0%)
Step 1	34,432	35,123	35,827
Step 2	36,284	37,001	37,742
Step 3	38,495	39,261	40,051
Step 4	40,730	41,545	42,373
Step 5	42,990	43,855	44,732
Step 6	44,250	45,127	46,041

7 Hours Per Day*

	FY2023	FY 2024 (2.0%)	FY2025 (2.0%)
Step 1	37,080	37,825	38,583
Step 2	39,075	39,847	40,645
Step 3	41,456	42,281	43,132
Step 4	43,863	44,741	45,632
Step 5	46,297	47,228	48,173
Step 6	47,654	48,598	49,582

**Annualized salaries are based upon 180 school days and 10 paid holidays (190 days total). If school is in session during Juneteenth, an extra day's pay needs to be calculated accordingly.*

ARTICLE 20
MISCELLANEOUS

20.1: A working group will be formed for the sole purpose of creating an appropriate on-boarding protocol for new tutors. This group will be comprised of: two unit members (appointed by the Tutors Association), the Principal/his designee, the Special Education Administrator, and the HR Manager. The goal of the working group is to complete the new on-boarding protocol, and present it to the Superintendent for review by November 1, 2022.

20.2: Tutors providing after-school academic services will be compensated at their hourly rate of pay with prior approval.

ARTICLE 21
EMPLOYEE FILES

21.1 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.

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

21.3 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.

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

APPENDIX C
Concord-Carlisle High School
Tutor Evaluation Form

We propose a working group be formed for the sole purpose of creating an evaluation form that is better indicative of the roles and responsibilities of the tutor position. This group will be comprised of: two unit members (appointed by the Tutors Association), the Principal/his designee, the Special Education Administrator, and the HR Manager.

The goal of the working group is to complete the form and present it to the Superintendent for review by November 1, 2022.

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: _____
Director of Human Resources

_____ Date: _____
Assistant Superintendent of Finance and Operations

SIGNATURE PAGE

The July 1, 2022 - June 30, 2025 Collective Bargaining Agreement between the Concord-Carlisle Regional District School Committee and the Tutors' Association (CCTUA) is hereby duly executed by the respective representatives of the parties to the Agreement.

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

For the Concord-Carlisle Tutors Association:

Patricia M. North
Signature

Aug. 31, 2022
Date

For the Concord-Carlisle School Committee:

Sheryl M. ...
Signature

Sept 6, 2022
Date