

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

2010-2013

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) calendar 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) calendar 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) calendar days of receiving the grievance in an attempt to resolve the grievance. The immediate

supervisor will give his/her written answer within fourteen (14) calendar 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) calendar 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) calendar 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) calendar 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) calendar days in an effort to settle the grievance. The Superintendent will give his/her written answer within fourteen (14) calendar 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) calendar 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 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

Each regular employee will be granted annually two (2) 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. 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	Martin Luther King Day
Columbus Day	Presidents' Day
Veterans' Day	Patriots' Day
Thanksgiving Day	Memorial 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 prorated 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 + years	2.08 days per month

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 – Applicable Law

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

Article Sixteen - Duration

This agreement will be in effect from September 1, 2010, except as otherwise provided for, and will remain in full force and effect until June 30, 2013.

Article Seventeen - 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

	FY 2011	FY 2012	FY 2013
Step 1	20.69	21.10	21.52
Step 2	21.79	22.23	22.67
Step 3	23.12	23.58	24.06
Step 4	24.45	24.94	25.44
Step 5	25.83	26.35	26.88



MASSACHUSETTS TEACHERS ASSOCIATION
 29 ASHBURTON PLACE, BOSTON, MA 02108
 TELEPHONE: (617) 742-7950 or 800-392-6175
 www.massteacher.org • www.nea.org

Payroll Deduction MEMBERSHIP APPLICATION

INSTRUCTIONS:

- 1) Please read and complete all sections.
- 2) Print firmly and clearly so image transfers to all copies.
- 3) Present the completed application to the Association Representative so your temporary card can be signed and activated.

PLEASE CHECK ONE

- Pre-K thru 12 Professional
 Education Support Professional (ESP)
 Higher Education

PERSONAL INFORMATION

SOCIAL SECURITY NUMBER: _____

AREA CODE HOME PHONE: _____

AREA CODE WORK PHONE: _____

AREA CODE PERSONAL FAX NO: _____

E-MAIL ADDRESS: _____

NAME: FIRST MIDDLE LAST (JR, SR, ETC): _____

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ CTRY: _____ ZIP + 4: _____

SEE CODES ON BACK OF FORM

*ETHNICITY: _____ GENDER: _____ MARITAL STATUS: _____ DATE OF BIRTH: MO. DAY YR. _____

POSITION: _____ SUBJECT: _____ HIRE DATE: MO. DAY YR. _____ FIRST TIME MEMBER? YES NO _____

Note: When your membership has been processed, you will automatically be given a unique membership identification number, which can be used as an identifier in place of your Social Security number. You will find it on your membership card. You can also use it to access the Members Area of the MTA web site: www.massteacher.org

Dues payments are not deductible as charitable contributions for federal income tax purposes. Dues payments (or a portion) may be deductible as a miscellaneous itemized deduction.

NEA CLASSROOM TEACHER DEFINITION: Classroom Teacher shall mean any person who is certified, where required, and a major part of whose time is spent in direct contact with students or who performs allied work, which results in placement of the person on a local salary schedule for teachers.

*Ethnicity information is optional. Failure to provide it will in no way affect your membership status, rights or benefits in NEA, MTA or any of their affiliates. All information on this form will be kept confidential and for the exclusive use of MTA / NEA.

MEMBER YEAR: _____

LOCAL ASSOCIATION NAME: _____

BARGAINING UNIT: _____

EMPLOYER: _____

WORK LOCATION / BLDG. CODE: _____

PAYMENT INFORMATION

ASSOCIATION	TYPE	ANNUAL PAYMENT
NEA		
MTA		
COUNTY		
LOCAL		
TOTAL		

MEMBER'S SIGNATURE: _____ DATE: _____

THE ASSOCIATION LOCAL ASSN REPRESENTATIVE: _____

PAYROLL DEDUCTION AUTHORIZATION

I HEREBY AUTHORIZE THE

SCHOOL COMMITTEE AND THE TREASURER OF SAID MUNICIPALITY OR THE TREASURER / BURSAR OF THE UNIVERSITY/COLLEGE TO DEDUCT EACH YEAR THE CURRENT DUES OF MY LOCAL, COUNTY, STATE AND NATIONAL ASSOCIATIONS NOTWITHSTANDING ANY INCREASES OR DECREASES IN SUCH DUES IN THE FUTURE YEARS.

I UNDERSTAND THAT THE SPECIFIC AMOUNT OF THE CURRENT DUES OF THE ASSOCIATIONS SHALL BE CERTIFIED TO THE COMMITTEE BY MY LOCAL ASSOCIATION TREASURER OR THE TREASURER / BURSAR EACH SCHOOL YEAR.

THE DEDUCTIONS SHALL BE MADE IN ACCORDANCE WITH THE AGREEMENT BETWEEN THE LOCAL ASSOCIATION AND THE

SCHOOL COMMITTEE OR BETWEEN THE FACULTY ASSOCIATION AND THE UNIVERSITY / COLLEGE AS IT MAY BE AMENDED OR RENEWED FROM TIME TO TIME, INCLUDING ANY SUCCESSOR AGREEMENTS AND IN THE ABSENCE OF ANY SUCH AGREEMENT SUCH DEDUCTIONS SHALL BE MADE PURSUANT TO C 180 S. 17C AS MOST RECENTLY AMENDED.

I UNDERSTAND THAT I MUST GIVE AT LEAST SIXTY (60) DAYS NOTICE TO THE COMMITTEE OR TO THE TREASURER / BURSAR TO WITHDRAW THIS AUTHORIZATION FOR A SUBSEQUENT SCHOOL YEAR. I FURTHER UNDERSTAND THAT I AM OBLIGATED TO PAY THE FULL ANNUAL DUES FOR EACH YEAR AS DETERMINED BY THE MTA BYLAWS.

X

SIGNATURE

DATE

APPENDIX A

EMPLOYER COPY

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 Regional School District
 Tutor Evaluation Form

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
- *****

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

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 _____

SIGNATURE PAGE

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 noted below.

For the Concord-Carlisle Tutors Association:

Donald E Matson

Date: 9/7/11

For the Concord-Carlisle School Committee:

Peter G. G. G. G.

Date: 8/30/2011