



**A G R E E M E N T**

**-Between-**

**TEAMSTERS LOCAL UNION No. 25  
International Brotherhood of Teamsters**

**and**

**TEWKSBURY SCHOOL COMMITTEE  
(TEWKSBURY ADMINISTRATORS GROUP)**

**For the Period**

**July 1, 2021 through June 30, 2024**

**Thomas G. Mari  
President/Principal Officer**

**Steven J. South  
Secretary-Treasurer**

**Printed & Assembled by  
Teamsters Local 25  
Office Staff**

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**ARTICLE I  
RECOGNITION**

**1.01** The Tewksbury School Committee ("the Committee") acknowledges the Tewksbury Administrators Group represented by the International Brotherhood of Teamsters, Local Union No. 25 ("the Union"), as the exclusive bargaining agent for the purpose of establishing wages, hours and other terms and conditions of employment of the following professional employees: High School Assistant Principals (214 days), Middle School Assistant Principals (214 days), Elementary Assistant Principals (214 days), Assistant Business Manager (year round), Director of Food Service (207 days), Director of Community Services (year round), and Athletic Director/High School Facilities Manager (year round), but excluding all other supervisory, managerial, confidential, casual and all other employees.

**1.02** ALL Assistant Principals or Food Service Managers hired with a start date after June 30, 2022 shall be considered year round employees. These employees shall be granted vacation time in ARTICLE XIX in an amount sufficient to have them work an equivalent number of days as listed above, factoring in HOLIDAYS, as per Article XVII and based on a 261 day work year.

**ARTICLE II  
UNION DUES AND INITIATION FEES**

**2.01 Exclusive Agent**

The Committee may conclude no agreement with an alien bargaining unit which will affect the basic premises, concepts, terms or conditions of this Agreement.

**2.02 Union Membership**

**2.02.01** Effective the thirtieth (30<sup>th</sup>) day following the beginning of employment under this Agreement, the Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees, voluntary service fees and uniform assessments of the Local Union having jurisdiction over such employees, provided that the employee provides express written authorization for such deductions, and agrees to remit to said Local Union all such deductions taken from the 1<sup>st</sup> payroll period of each month and remit to the Local Union by the 2<sup>nd</sup> payroll period of each month. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

**2.02.02** Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

**Union Local 25**  
**International Brotherhood of Teamsters**  
544 MAIN STREET • BOSTON, MASSACHUSETTS 02129-1113  
**CHECK-OFF AUTHORIZATION AND ASSIGNMENT**

NAME (PRINT) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

WHERE EMPLOYED \_\_\_\_\_ DATE EMPLOYED \_\_\_\_\_

I, the undersigned member of Local Union 25, International Brotherhood of Teamsters hereby authorize my employer to deduct from my wages and to pay to Local 25, initiation fees and membership dues, including uniform assessments, in such amounts as may be established by such Local Union from time to time and in accordance with the agreement between such Local Union and my employer.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union at least 60 days and not more than 75 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

Union dues are not deductible as charitable contributions for federal income tax purposes.



SIGNED \_\_\_\_\_

Social Security No. \_\_\_\_\_ Date \_\_\_\_\_  
White—COMPANY COPY Yellow—UNION COPY

**2.03 Service Fees**

Any employee of the bargaining unit as defined in Article 1 herein who is not a member of the Union may, on or after the thirtieth day following the beginning of their employment or the effective date of this Agreement, whichever is later, pay an agency service fee in an amount determined by the Union. The agency service fee shall be deducted from the wages of any employee who signs an authorization to that effect and such fees shall be transmitted to the Union.

**2.04 D.R.I.V.E.**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE Chapter 25 monthly, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

**2.05 Indemnification**

The Union shall indemnify and save the Committee and/or the Town of Tewksbury harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Section.

**2.06 Unit Membership**

Notwithstanding anything to the contrary in this Agreement contained, it is agreed and understood that the members of the bargaining unit are employees, for all purposes, under Chapter 150E of the General Laws and the School Committee will not, at any time, challenge their right to belong to the bargaining unit.

**2.07 Seniority List**

A seniority list will be provided to the Union by October 1<sup>st</sup> of each work year.

**ARTICLE III  
DISCRIMINATION**

**3.01** As sole bargaining agent the Union shall continue its policy of accepting into membership all eligible persons in the unit without regard to age, race, color, creed and religious creed, national origin, sex, marital status, sexual preference, veteran's status, or handicap. The Union shall represent equally all members of the bargaining unit without regard to membership or participation in the activities of any employee organization.

**3.02** The Committee agrees to continue its policy of non-discrimination against any person on the basis of age, race, color, creed and religious creed; national origin, sex, marital status, sexual preference, veteran's status, handicap or-participation in or association with the activities of any employee organization.

**3.03** The parties to this Agreement are committed to a policy of affirmative action and nondiscrimination in order to provide for equal access and equal opportunity through the recruitment and hiring of minorities, women, and the handicapped.

**3.04** In addition, the parties mutually condemn any conduct that inflicts sexual harassment upon any person in the employe of the Committee.

**ARTICLE IV  
INDIVIDUAL CONTRACTS**

**4.01** All rights, benefits, duties and obligations of members of the bargaining unit as set forth in this Agreement shall, during the term of this Agreement, be expressly incorporated by reference into, and made a part of, any contract of employment that has been or shall hereafter be entered into between the Committee and any person who is or shall thereafter become a member of the bargaining unit; and no such contract shall be contrary, in whole or in part, to the terms and conditions set forth herein.

**ARTICLE V  
INFORMATION**

**5.01** The Committee shall make available to the Union, upon the written request of the President thereof and within a reasonable time thereafter, such statistics and information related to the collective bargaining unit in its possession as are necessary for the implementation of this Agreement. It is understood that this shall not require the Committee to compile information and statistics in the form requested unless already compiled in that form, or to supply any information deemed by the Committee to be confidential.

**ARTICLE VI  
GRIEVANCE AND ARBITRATION PROCEDURE**

**6.01 Introduction**

**6.01.01** The Committee, and the Union recognize that Chapter 150E, §8 of the General laws provides a mechanism for arbitration of disputes between the parties to a collective bargaining agreement and further provides that the parties to an agreement may establish an independent grievance procedure culminating in final and binding arbitration. It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Union or a member or members of the bargaining unit and the Committee, Therefore, the parties agree, for themselves and for all those whom they represent, that they shall use the procedures set forth in this Article, and no other procedures, for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving the interpretation of this Agreement and of any other matter that is or may become the subject of a grievance as hereinafter defined.

**6.02 Definitions**

**6.02.01 Grievance** - a "grievance" shall mean a complaint (1) that there has been as to a member of the bargaining unit a violation, misinterpretation, or inequitable application of any of the provisions of this agreement or (2) that a member of the bargaining unit has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees. As used in this Article, references to a single employee shall include also a group of employees having the same grievance.

**6.02.02 Grievant** - a grievant shall mean the Union or any member or members of the bargaining unit, as the case may be, who, pursuant to the terms of this Agreement seeks resolution of a grievance.

**6.02.03 Grievance** - a grievance is an allegation by the Union or by a member or members of the bargaining unit that an express provision of this Agreement has been breached in its application to it, him/her, or them, respectively.

**6.02.04 Day** - for the purposes of this Article, day shall mean a working day.

**6.03 Processing Procedure**

Grievances shall be processed as follows:

**Step 1.** By informal discussion between the aggrieved employee and his/her supervisor within seven (7) working days from the date of occurrence of the event upon which the grievance is based or from the date when the grievant had or should reasonably have had knowledge of the event upon which the grievance is based. The supervisor shall an attempt to resolve the grievance within three (3) working days. A Union representative shall have the right to be present during the discussion. In the event that the Superintendent is the supervisor to whom the aggrieved employee reports directly to, the grievance shall be initially filed at Step 2.

**Step 2.** If the grievance is not settled at Step 1, then within five (5) working days after the conclusion of Step 1, the grievance shall be presented in writing by the employee or the Union to the Assistant Superintendent of Schools for Business, or to such other person designated by the Superintendent. The Assistant Superintendent shall respond in writing to the grievance within ten (10) working days.

**Step 3.** If the grievance remains unadjusted, it may be presented by the Union in writing to the Superintendent of Schools within five (5) days from the date that the Assistant Superintendent's response is due. The Superintendent shall respond in writing within ten (10) days to the Union.

**Step 4.** If the grievance remains unadjusted, it may be submitted by the Union to arbitration within thirty (30) days from the date that the Superintendent's response is due. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree on an arbitrator within ten (10) days of the Committee's receiving notice of the arbitration, the Union may request arbitration by the American Arbitration Association in accordance with the Association's rules. The expenses for the arbitrator shall be borne equally by the parties to any arbitration.

**6.03.01** The decision of the arbitrator shall be binding, subject to review in accordance with the procedure established under the provisions of M.G.L. c. 150C. The arbitrator shall have no power to alter, amend, add to or detract from the language of this Agreement; nor shall the arbitrator have any power with respect to any right or relief for any period prior to the effective date of this Agreement. The arbitrator shall only interpret such items and determine such issues as may be submitted to him/her by the written agreement of the parties.

**6.03.02** Grievances may be settled without precedent at any stage of the procedure until the issuance of a final award by the arbitrator.

#### **6.04 Exceptions**

**6.04.01** Notwithstanding any provision of this Agreement to the contrary, any matter which is subject to the jurisdiction of the Civil Service Commission, any Retirement Board established by law, the Massachusetts Commission Against Discrimination, the Massachusetts Labor Relations Commission, or where the employee otherwise has statutory appeal rights, or any dispute relative to wages which is subject to the jurisdiction of the Commissioner of Labor and Industries or any other federal or state agency, may be a subject of arbitration hereunder, provided that where arbitration is elected by an employee for resolution of a grievance, this Article shall be the exclusive procedure for resolving the grievance notwithstanding the jurisdiction of any other Commission, Board or political subdivision of the Commonwealth of Massachusetts; and provided further that arbitration shall not be available under this Agreement if an employee elects to resolve a grievance by proceeding before any other Commission, Board or political subdivision of the Commonwealth of Massachusetts.

**6.04.02** Any matter which is not specifically covered by this Agreement or which is reserved by statute or regulation of any agency of the Commonwealth or by the terms of this Agreement to the discretion of the Committee is not subject to the grievance procedures of this Article. Only grievances as defined above may be processed pursuant to the procedures set forth herein.



**6.05 Grievances Filed Prior to the Date of Execution of this Agreement**

**6.05.01** Notwithstanding any other term of this Agreement, any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

**ARTICLE VII  
PROMOTIONS AND HIRING**

**7.01** It shall be the policy of the Committee during the life of this Agreement to give members in good standing in the bargaining unit the opportunity to apply for job vacancies within the bargaining unit, provided such persons are available and willing to perform the jobs in which the vacancies exist; it being the understanding of the parties that it shall be the Committee's objective to select the best qualified person for each such position.

**7.02** A notice of such vacancy shall be posted on appropriate bulletin boards for a period of ten (10) days prior to the closing of applications for the position.

**7.03** In the event that applicants for any position appear to be substantially equally well qualified, first preference shall be given to the Committee employee over the applicant who is not a Committee employee. When two (2) Committee employees appear equally well qualified for any position, preference shall be given to the employee with greater seniority. The Committee shall be the sole judge of qualifications, provided that such judgment shall not be exercised arbitrarily, capriciously or unreasonably.

**ARTICLE VIII  
WAGES; PAY INCREASES**

**8.01 Salary**

**8.01.01** For the purpose of this Article, "annual salary rate" shall, in, respect of each member of the bargaining unit, mean the annual rate payable to such member of the bargaining unit with effect from and after July 1, 2012, and as adjusted from time to time thereafter in accordance with the provisions of this Article; provided, however, that in respect of each member of the bargaining unit first employed after July 1, 2012, "annual salary rate" shall mean the salary rate payable to such member of the bargaining unit from and after such date of first employment and as adjusted from time to time thereafter in accordance with the provisions of this Agreement. Notwithstanding the foregoing, whenever any salary rate is identified with reference to any date, the salary rate shall be the salary rate in effect on such date.

**8.01.02** The provisions of this Article shall be of no application to any person except insofar as such person is a member of the bargaining unit on and/or after the date of execution of this Agreement; for these purposes a person shall not cease to be a member of the bargaining unit merely by reason of his/her being on a leave of absence, whether with or without pay.

## **8.02 Manner and Times of Payment**

**8.02.01** The manner and times of payment of every bargaining unit member's salary shall be in accordance with the practice in effect immediately prior to the date of execution of this Agreement such that unit members shall be paid in twenty-six or twenty-seven equal installments and shall be in accord with the provisions of Appendix E, attached hereto and incorporated herein.

## **8.03 Longevity**

**8.03.01** Bargaining unit members shall during the term of their employment, be eligible for the payment of a longevity stipend as follows:

- a. A bargaining unit member who has ten (10) years of full-time service but less than fifteen (15) years of full-time service shall be eligible to receive and shall be paid a stipend in the amount of \$1,000.00.
- b. A bargaining unit member who has fifteen (15) years of full-time service but less than twenty (20) years of full-time service shall be eligible to receive and shall be paid a stipend in the amount of \$1,250.00.

**8.03.02** Bargaining unit members shall during the term of their employment, be eligible for the payment of an additional longevity stipend and for each year of employment from the unit member's original date of employment, as follows:

- a. After twenty (20) years of full-time service, a bargaining unit member shall be eligible to receive and shall be paid a stipend in the amount of \$100.00 for each year of service.
- b. After twenty-five (25) years of full-time service, a bargaining unit member shall be eligible to receive and shall be paid a stipend in the amount of \$125.00 for each year of service.
- c. After thirty (30) years of full-time service, a bargaining unit member shall be eligible to receive and shall be paid a stipend in the amount of \$150.00 for each year of service.
- d. After thirty-five (35) years of full-time service, a bargaining unit member shall be eligible to receive and shall be paid a stipend in the amount of \$175.00 for each year of service.
- e. After forty (40) years of full-time service, a bargaining unit member shall be eligible to receive and shall be paid a stipend in the amount of \$200.00 for each year of service.

## **8.04 Tax Sheltered Annuity**

**8.04.01** In order to provide a non-forfeitable tax sheltered annuity payable upon retirement or termination of employment, a unit member may contract with the Committee pursuant to §37(b) of M.G.L. c. 71 for the purchase of such an annuity as part of his/her employment compensation.

**8.05 Reimbursement for Professional Development/Conference Attendance and Advanced Degree Coursework**

**8.05.01** The Committee shall reimburse a bargaining unit member for actual costs of tuition for professional development programs, courses taken at an accredited 4 year institute, conference and activities up to a maximum of \$2,500, per person, per school year. Of this \$2,500, a bargaining unit member may be reimbursed up to a maximum of \$750 for accredited advanced degree coursework once per school year. Such programs, courses, conferences, and activities must be pre-approved by the Superintendent and shall focus on enabling students to achieve at high levels. A minimum grade of B (or "Pass" if a Pass/Fail system is used) shall be required as a condition precedent to receiving reimbursement for said program, course or activity. Reimbursement will be made within sixty (60) calendar days after presentation of the appropriate transcript or documentation of attendance and payment to the Superintendent.

**8.06 Mentoring**

In the 2019-2020 school year a committee comprised of TAG members and Administration members will meet for the purposes of establishing a process to apply for a mentoring position.

**8.06.01** The purpose of the mentoring program is to ensure that each bargaining unit member receives guidance, information, support and training in accordance with MGL Chapter 71, Section 38G and aligned to MA 603 CMR 7.00 as s/he undertakes her/his professional role and responsibilities.

**8.06.02** When TAG Mentoring opportunities are available, the administration shall post the position and include the building, level and the job title of the new TAG member and how to apply for the position.

**8.06.03** The Superintendent shall assign a mentor to a new TAG member. Consideration will be given to a member of the TAG with a valid professional license in the area most closely aligned to the role and responsibilities of the new member.

**8.06.04** The mentor and the mentee shall meet monthly at a minimum. These meetings will be scheduled at a mutually agreed-upon time during non-school hours. Absenteeism from these meetings may result in a prorated deduction from the relative stipend found in Appendix E of the current TAG contract.

**8.06.05** Together, the mentor and mentee will keep a log of said meetings, including the number of hours and topics discussed.

**8.06.06** Time shall be provided at least once per quarter for the mentor and mentee for observational purposes while performing job duties within the associated role. It is the responsibility of both the mentor and mentee to mutually arrange observation opportunities.

**8.06.07** All communication between mentor and mentee is meant to be of a supportive nature and non-evaluative.

**8.06.08** Additional training may be required per the Superintendent and if so, such training will be provided at the District's expense.

## **ARTICLE IX EVALUATION**

### **9.01 Introduction**

**9.01.01** There shall be established a Performance Review system based upon the performance standards adopted by the Committee and in effect on the date of execution of this Agreement for all bargaining unit members, which Performance Review system shall be implemented and administered as follows:

**9.01.02** All performance reviews shall be in writing on forms prepared by the Superintendent of Schools.

**9.01.03** Reviews shall be initially undertaken by the bargaining unit member's immediate supervisor and, where applicable, shall be completed by a supervisor of a higher grade selected by the Superintendent.

**9.01.04** The performance review will be conducted on or about June 1 of each school year. An employee has the right to consult with her/his supervisor concerning the contents of the evaluation.

**9.01.05** The review of bargaining unit member's performance shall be undertaken in order to serve the following particular purposes:

- (a) To help individual employees identify strengths and weaknesses, and to improve and evaluate their performance;
- (b) To reinforce good work habits and to develop ways to improve employee performance, and;
- (c) To assist in making decisions regarding the employment status of individual employees.

### **9.02 Times of Evaluations**

**9.02.01** The annual performance review process of all unit members shall be conducted pursuant to the schedule established by the Superintendent. The parties recognize that different schedules may be established for one or more different administrative work areas. The parties agree that the establishment of any such schedule or schedules shall nevertheless permit frequent periodic performance review meetings between a Supervisor and a unit member.

### **9.03 Grievability**

**9.03.01** The provisions of this Article X shall not be subject to the procedures and provisions of Article VII of this Agreement.

**ARTICLE X  
HOURS OF WORK/WORK YEAR**

**10.01 Work Year**

**10.01.01** The work year for bargaining unit Members who are assigned to work a twelve (12) month work year shall be from July 1 to June 30 of each year.

**10.01.02** The work year for bargaining unit members who are assigned to work a ten (10) month work year shall be from July 1 to June 30 of each year. Ten month administrators shall be normally assigned by the Superintendent to work two hundred and fourteen (214) days for Assistant Principals and two hundred and seven (207) days for Food Service Manager during such twelve month period.

**10.02 Work Week**

**10.02.01** ALL Assistant Principals or Food Service Managers hired with a start date after June 30, 2022 shall be considered year round employees. These employees shall be granted vacation time in ARTICLE XIX in an amount sufficient to have them work an equivalent number of days as listed above, factoring in HOLIDAYS, as per ARTICLE XVII and based on a 261 day work year.

**10.02.02** The parties recognize that as professionals the work schedule of each unit member shall be established by his/her immediate supervisor, or by a person designated by the Superintendent, to provide for the performance of the duties of the unit member consistent with the needs of the school department and the terms of this Agreement.

**10.02.03** The work schedule of the unit member shall be arranged, where required, so as to provide for so-called "peak periods of work" during which the unit member may be required to devote an unusual amount of time in excess of forty (40) hours per week to the discharge of his/her normal duties during any work week.

**10.02.04** In establishing, or adjusting, the work schedule of any unit member, the appropriate Supervisor, or a person designated by the Superintendent, should also consider that there may be periods during which the discharge of the duties of the unit member may permit flexible scheduling.

**10.02.05** Consistent with the needs of the school department, the immediate supervisor or a person designated by the Superintendent, after consultation with the unit member, shall arrange from time to time for such flexible work schedule of such administrator as he/she in the exercise of his/her discretion shall so determine. Such decision shall not be arbitrary or capricious.

**10.02.06** A flexible work schedule of a unit member shall be established upon the written approval of the appropriate supervisor and may reflect such adjustment of the work schedule of the unit member as may be required to accommodate the performance of assigned work during peak periods and other times as said supervisor shall determine. An approved flexible work schedule may include adjustments made on an hourly, daily, or weekly basis as said supervisor shall determine.

10.02.07 In addition to the foregoing, during the school year, unit members have the obligation to carry out committee assignments; to participate in scheduled orientation and registration programs; to attend school department functions including graduation, faculty, committee and departmental meetings and convocations; to assist in the recruitment and screening of candidates for School Department positions; and to undertake, pursuant to their responsibilities as professionals, such other activities as are of the kind described in this paragraph.

10.02.08 Associated language will be removed from Salary Schedule D.

## **ARTICLE XI DUTIES AND RESPONSIBILITIES: JOB DESCRIPTIONS**

11.01 Each unit member shall have a written job description, including a general statement of duties and responsibilities required to be performed and discharged, and setting forth the minimal qualifications required for appointment to or continued service in the position to which such job description is applicable.

11.02 The applicable job description shall be discussed by the Superintendent or his/her designee with each unit member at the time of his/her initial appointment to the position, and at his/her annual evaluation. Every such discussion and review shall be conducted in order to ensure that the evaluation then to be conducted in accordance with Article X is conducted with reference to the work assigned to and performed by such unit member during the preceding year. It shall be a further purpose of such discussion and review to give consideration prospectively to the manner in which the general duties and responsibilities of the unit member, as set forth in his/her job description, relate to the specific duties and tasks assigned to such unit member that are to be performed during the ensuing year and on the basis of which such unit member is expected to be next evaluated.

11.03 The parties recognize and agree that the duties and responsibilities set forth in any applicable job description shall be the duties and responsibilities for the performance of which a unit member shall be evaluated in respect of any period during which such job description is in effect.

11.04 Subject to the foregoing, nothing herein contained shall be deemed to abridge the right of the Superintendent to assign to a unit member all, or only some among the duties and responsibilities that are set forth in the, applicable job description; and the failure by the Superintendent to assign any such duties and responsibilities to such unit member during any period shall in no way abridge the right of the Superintendent to assign such duties and responsibilities, in whole or in part, during any other period.

11.05 The parties recognize and agree that the Committee, or the Superintendent as its designee, may from time to time alter or amend its table of organization, and the Superintendent or his/her designee may, after discussion with the Union, alter or amend any job description adopted by the Committee pursuant to the foregoing provision; provided however, that any proposed changes to the applicable job description shall be discussed with the unit member by the Superintendent or his/her designee prior to implementation. Immediately following such meeting, a written copy of such altered job description shall be provided to the unit member and placed in his/her Official Personnel File. The decision of the Superintendent shall be final, and shall not be subject to any of the procedures or provisions contained in Article VII of this Agreement.

**11.06** Nothing herein contained shall be deemed to abrogate any job description in use on the date prior to the date of execution of this Agreement until any such job description shall have been abrogated by the adoption, as aforesaid, of alternative job descriptions.

**11.07** The parties recognize and agree that it is the responsibility of each unit member to discharge the duties and responsibilities of his/her position as those are set forth in the applicable job description.

**11.08** Any unit member may be appointed by the Superintendent to an acting position as a replacement for a person on leave or appointed to an acting position to a vacant position in the bargaining unit. In such event, such person shall, during the period of such employment, have his/her then-current salary rate increased by an amount equal to not less than Two Thousand Five Hundred Dollars (\$2,500.00) per annum. In no case, however, shall a unit member serve in an acting position for more than one calendar year except upon written notice to the President of the Union.

## **ARTICLE XII SENIORITY**

**12.01** For the purpose of this Agreement, as-applied to each member of the bargaining unit, "seniority" shall be measured by the length of the unit member's continuous service as a member of the bargaining unit; and, in respect of each such member of the bargaining unit, such service shall be deemed to have commenced on the date, time and order on which the Committee or any of its predecessors shall have voted to appoint such unit member to a position in the bargaining unit.

**12.02** Seniority shall accumulate during absence because of illness, non-work related injury, vacation or other authorized leave or layoff for not more than 12 months.

**12.03** Seniority shall be broken when an employee: (a) terminates voluntarily, (b) is discharged for good cause, (c) exceeds an authorized leave of absence or (d) is retrenched for a period in excess of eighteen (18) months.

**12.04** A current seniority list of all employees of the bargaining unit showing name, present classification and seniority date will be supplied to the Union representative each year. The list will be issued in January of each year.

## **ARTICLE XIII DISCIPLINARY ACTION**

**13.01** Disciplinary action shall include oral reprimands not placed in the employee's file, written warnings placed in an employee's personnel file, suspension, demotion or discharge. Disciplinary actions, except oral reprimands, imposed upon a unit member may be processed as a grievance through the regular grievance procedure.

**13.02** The Superintendent shall not discharge or suspend any employee without good cause. In all cases involving the discharge or suspension of any employee, the Superintendent shall immediately notify the employee in writing of his or her discharge or suspension and the reason therefore. Such written notice shall be given also to the Union representative, with copies to be mailed to the President of the Union within five (5) working days from the time of such discharge or suspension.

#### **ARTICLE XIV REDUCTION IN FORCE**

**14.01** In the event that the Committee decides for whatever reason to reduce the number of positions in the bargaining unit, such reduction and any layoff(s) of any member(s) of the bargaining unit resulting from such reduction shall be consistent with the General Laws of the Commonwealth, the Regulations of the Committee, and the provisions of this Agreement.

**14.02** Employees will be considered for layoff only from within the following three separate and distinct administrative clusters, in order of priority, on the basis of seniority as hereinbefore defined, the general employment needs of the Committee, the quality of work performance, and special area(s) of expertise.

**14.02.01** The three administrative clusters for the purpose of reduction in force shall be deemed to be Elementary, Middle School and Senior High School. The seniority of each unit member within each administrative cluster shall determine the order in which he/she shall be retrenched from that cluster, so that the most senior such member shall be last retrenched; provided, however, that such order of retrenchment shall govern only insofar as, pursuant to its initial application, those unit members to be retained are, by certification, training and experience, qualified to discharge those duties and responsibilities incident to those positions which are to be continued in the table of organization as established by the Committee.

**14.02.02** The positions of Director of Community Services, Assistant Business Manager, Director of Food Services Assistant Principal and Athletic Director shall be considered separate positions for the purposes of retrenchment and, therefore, shall not be included within one of the foregoing three clusters for purposes of retrenchment under this Article 14.

**14.02.03** The decision of the Committee shall not be arbitrary and/or capricious.

**14.03** Notwithstanding any other term of this Agreement, the work week of an employee may be changed, and/or the number of hours regularly worked by such employee during one or more work weeks may be reduced, and the salary and other benefits of such employee shall be adjusted accordingly pursuant to the terms of this Agreement; provided, however, that the Superintendent shall have given to such employee written notice of such change in the work week and of the effective date thereof not later than seven (7) days prior to the effective date of such change; provided further, the work year of any bargaining unit member shall not be reduced to less than two hundred (200) days.



**14.03.01** A sub-committee of two unit members and two members of the Committee will be appointed by their respective constituencies to explore the concept of the change from a full-time administrative position to a part-time administrative position or to some intermediate category, prior to any reduction in force takes place, including the possibility of the position of teaching principal so long as there is no conflict, potential or otherwise, with any group or collective bargaining agreement to which the Committee may be a party at that time. The Committee's unwillingness or failure to create such a position shall not constitute a violation of this Agreement.

**14.04** Employees who are retrenched from their positions will be placed on the recall list for eighteen (18) months. During an employee's period on the recall list, reinstatement within each classification shall be in reverse order of seniority; that is, the person with the highest seniority shall be rehired or reinstated first.

## **ARTICLE XV NO STRIKE OR LOCKOUT**

**15.01** There shall be no strike or lockout during the term of this Agreement. The Union agrees that neither the Union nor any of its officers, agents or members, nor any employees covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, sympathy strike or other withholding of services, including refusal to perform in whole or in part duties of employment, however established, including upon termination of this Agreement.

The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union shall 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 any such job action.

## **ARTICLE XVI HOLIDAYS**

### **16.01 Legal Holidays**

**16.01.01** The following legal holidays will be observed as paid holidays for the period of this Agreement.

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

## **16.02 Holiday Work Schedule**

**16.02.01** Any bargaining unit member scheduled to work a full day on holiday and who does work a full day on that holiday shall be granted a choice of (a) day off within the next succeeding sixty (60) day period, or (b) said employee may choose to be paid at the rate of one and one-half times their normal per diem rate of pay for such holiday(s) worked. In the case of choice (a) the specific day off may be requested by the employee and subject to the approval of the immediate supervisor.

**16.02.02** Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following (Monday). Whenever any holiday falls on a Saturday, such holiday shall be deemed to fall on the day prior (Friday), any such holiday shall be granted in accordance with and subject to the provisions of this Article XVII. Should the Monday or Friday be a school day or a holiday the employee shall get a compensatory day at the approval of their immediate supervisor.

**16.02.03** Effective Fiscal Year 2022, a one-time adjustment has been added to the Athletic Director position Salary Scale at a rate equal to the per diem rate times 1.5, in accordance with the need for the Athletic Director to work on the Thanksgiving holiday every year. Therefore, the Athletic Director may NOT afford him/herself the benefits provided in section 17.02.01 for working on the Thanksgiving holiday.

## **16.03 Personal Leave Days**

**16.03.01** Unit members will be credited annually with three (3) personal leave days which may be taken during the following twelve months at a time or times requested by the unit member and approved by the Superintendent. Bargaining unit members are generally expected to submit such leave request at least forty-eight (48) hours in advance of the date for which such leave is requested.

## **ARTICLE XVII PAID LEAVES**

**17.01.01** An employee called for jury duty shall be granted court leave. Notice of service shall be filed with the Superintendent upon receipt of summons.

**17.01.02** If jury fees received by an employee amount to more than his/her regular rate of compensation, the employee may retain the excess of such fees and shall turn over the regular rate of compensation together with a court certificate of service to the Committee, and shall be deemed to be on leave of absence with pay. If the jury fees amount to less than the employee's regular rate of compensation, s/he shall be deemed to be on leave of absence with pay and shall turn said fees over to the Committee with a court certificate of service. Expenses reimbursed by the court for travel, meals, room hire, etc: shall be retained by the employee and shall not be considered part of the jury fees.

**17.01.03** Employees who are summonsed to appear as witnesses on behalf of any town, city, county or state government, or on behalf of the federal government shall be granted court leave; provided, however, that if any employee is summonsed to appear as a witness because of the duties of an additional position, whether part-time or otherwise, with a city, town, county or state government or with the federal government, or with any other employer, such employee shall not be granted court leave with pay. Notice of service shall be filed with the Superintendent upon receipt of summons.

**17.01.04** Witness fees and all other fees except jury fees received for service as a witness during a scheduled tour of duty shall be paid to the Committee: Expenses reimbursed to an employee for travel, meals, room hire, etc. shall be retained by him/her and shall not be considered a part of the witness fees.

**17.01.05** Whenever an employee is called for jury duty or summoned to appear as a witness and such jury duty or appearance occurs during his/her vacation, the employee shall not be required to account for any fees received during such period.

**17.01.06** When an employee has, been granted court leave for jury or witness service, and is excused by proper court authority, s/he shall report back to the Committee whenever the interruption in jury or witness service will permit four (4) or more consecutive hours of employment.

**17.01.07** Court leave shall affect no employment rights.

**17.01.08** Court leave shall not be granted when an employee is a defendant or is engaged in personal litigation.

#### **17.02 Bereavement Leave**

**17.02.01** Leave of absence with pay may be granted by the Superintendent to an employee who suffers the loss by death of a husband, wife, child, parent of either the employee or of his spouse, brother or sister, son-in-law, daughter-in-law, grandchild, step child, step parent, or a person living in the employee's immediate household, for a period not exceeding five (5) days. Similarly, leave of absence with pay may be granted by the Superintendent to an employee who suffers the loss by death of the brother or sister of his/her spouse for a period not exceeding two (2) days.

#### **17.03 Military Leave**

**17.03.01** An employee shall be entitled, during the time of his service in the armed forces of the Commonwealth, or during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of the employee's ordinary remuneration and shall also be entitled to all leaves of absence provided in this Agreement.

**17.03.02** An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than an annual tour of duty of not exceeding seventeen (17) days shall be accorded leave without pay. Upon his/her discharge from military service, s/he shall be entitled to be restored to his/her same position or to a similar position, provided that s/he applies for reemployment within ninety (90) days after his/her discharge or before the expiration of any statutory right to reemployment, whichever is later.

#### **17.04 Sick Leave**

**17.04.01** All employees shall be entitled to fifteen (15) working days sick leave with pay for each year of continuous service.

**17.04.02** Sick leave credit will begin on the first working day of the first full month following employment in the bargaining unit and accumulate thereafter at a rate of one and one-quarter (1¼) days for each full month of employment for all employees.

**17.04.03** Sick leave not used by an employee in any year may be accumulated by such employee. Employees shall not be entitled to a leave of absence with pay on account of sickness in excess of accumulated sick leave.

**17.04.04** Sick leave shall be granted to an employee only under the following conditions:

- (a) When the employee cannot perform his/her duties because she/he is incapacitated by personal illness or injury;
- (b) When the spouse, child, a parent of either the employee or of the spouse, or a relative living in the immediate household of an employee is seriously ill, the employee may utilize accumulated sick leave days up to a maximum of ten (10) days in a single calendar year; and
- (c) When, through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.

**17.05** An employee, in order to qualify for paid sick leave, must notify his/her Appropriate Supervisor at least one (1) hour prior to the beginning of each work day, or, if s/he is not able to do so, as soon as is possible after the beginning of each work day, during which the employee is to be absent by reason of sickness, provided that in the case of an emergency, notice shall be given as soon as the exigencies of the emergency may permit. If such notification is not given by such employee, such absence may, at the discretion of the Superintendent, be treated as absence without pay. The Committee may require the employee to present a physician's statement indicating the medical reason for absence on account of sickness, but the Committee, acting through the Superintendent, shall not make it a general practice to require such statement except for good cause. Failure of an employee to present such statement within seven (7) working days after a request therefore has been made by the Committee, may, at the discretion of the Committee, result in the absence being treated as absence without pay, and may be treated as a disciplinable offense.

**17.06** An employee absent by reason of sickness for more than five (5) working days shall provide the Superintendent with at least a twenty-four (24) hours' notice of his/her intent to return to active employment.

**17.07** The Committee may require that an employee submit to a medical examination by a physician designated by the Committee, to determine the employee's fitness to return to work following absence by reason of sickness or injury for more than five (5) consecutive working days. Such examination shall be at the expense of the Committee. At such examination, the employee may, upon his/her own request and at his/her own expense, be represented by a personal physician.

**17.08** An employee who has been absent by reason of sickness or injury may, upon the recommendation of a physician but at the sole discretion of the Committee, return to work for light and limited duty upon such terms and conditions as the Committee shall determine. Whenever the Committee shall have offered to permit any such employee to return to work for limited duty and such offer is made in accordance with the recommendation of any physician, the failure of such employee to return to work in accordance with such offer shall be grounds for the taking of disciplinary action. For the purposes of this section, the Committee may require that an employee

submit to a physical examination by a physician designated by the Committee for such purposes. Such examination shall be at the expense of the Committee. At such examination the employee may, upon his/her own request and at his/her own expense, be represented by a personal physician.

**17.09** Employees must immediately report all injuries, whether or not it appears they will be consequently absent from work, to their supervisor; and they must complete such Injury Report as may be required by the Committee as soon as practicable after the incident in question.

**17.09.01** There shall be no loss of salary, fringe benefits, or sick leave allowances when a unit member is subject to quarantine by order of the doctors or health department for reasons other than personal illness of the administrator. The Committee will make a reasonable accommodation to a pregnant employee who is advised by her physician to avoid exposure to "fifth disease".

**17.10** Employees, upon leaving the employ of the Committee, shall not be entitled to compensation for accumulated sick leave.

**17.10.01** Should an employee in the bargaining unit leave the (TAG) unit and become employed in another capacity with the Tewksbury School Department that entitles him/her to sick leave compensation, the following shall apply:

- The employee will retain their sick leave balance for regular use, upon leaving the unit
- The employee shall only be eligible for compensation for only the sick time accrued after leaving the TAG unit, and while in that new position under the terms of their new agreement or contract.

For example:

- EMPLOYEE X leaves T.A.G with 100 days of accumulated sick leave and takes a position with another Unit in the TPS
- The new position entitles them to 10 sick days per year
- The new position entitles them to a 10% sick leave compensation upon retirement
- Assuming EMPLOYEE X uses no sick days over the next 5 years in the new position (5 years x 10 days = 50 new sick days)
- EMPLOYEE X will have a sick leave balance available for use of 150 days
- If retiring after those 5 years, EMPLOYEE X will have a sick leave balance eligible to use in a sick leave compensation program of 50 days

### **17.11 Sabbatical Leave**

**17.11.01** The parties reaffirm their mutual commitment to support the professional development and growth of individual members of the bargaining unit; and to that end they similarly reaffirm their commitment to the granting of sabbatical leaves, in accordance with the provisions of this Article.

**17.11.02** Sabbatical leave shall be for purposes of study and research and may be granted for either a period of one (1) year at half pay for such period or a period of a half-year at full pay for such period.

17.11.03 Prior to the granting of any sabbatical leave, the unit member must enter into a written agreement with the Committee that, upon the termination of such leave, he/she will return to the service of the Tewksbury Public Schools for a period equal to twice the length of such leave and that, in default of the completion of such service, he/she will refund to the Committee, unless excused therefrom by the Committee for reasons satisfactory to it, an amount equal to such proportion of the salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of the services agreed to be rendered.

17.11.04 Upon completion of any sabbatical leave the member of the bargaining unit to whom it was granted shall submit to the Superintendent for his/her approval an appropriate written summary of the work undertaken and accomplished relative to the purpose or purposes for which the sabbatical leave was granted, including, but not limited to, any transcript of college or university work undertaken while on leave.

17.11.05 Except as may be otherwise agreed upon by the Superintendent and the bargaining unit member, while on sabbatical, a unit member shall not engage in remunerative work which is inconsistent with accomplishing the purpose of the sabbatical leave.

#### **17.12 Medical Leave**

17.12.01 Each unit member who sustains injury or illness arising out of his/her employment by the Tewksbury Public Schools, shall be entitled to receive his/her full pay for the period of his/her incapacity. If such period exceeds thirty (30) days, continued payment beyond such period shall be subject to approval by the Committee, which may require periodic written documentation supporting the claim of continued incapacity as a condition precedent to its approval.

#### **17.13 Personal Unpaid Leave**

17.13.01 An unpaid leave of absence for members of the bargaining unit may be granted by the Committee at its sole and absolute discretion for any period of time and for any reason satisfactory to it, but will not ordinarily be granted for periods in excess of two (2) consecutive work years.

#### **17.14 Professional Leave**

17.14.01 Upon the application of a member of the bargaining unit, the Superintendent or his/her designee may grant to such member of the bargaining unit professional leave with pay for such term, upon such condition and for such purpose as he/she or his/her designee may determine. The purposes for which a member of the bargaining unit may submit his/her application for such professional leave may include, but shall not be limited to:

- a. Visiting other schools for educational purposes;
- b. Attendance at conferences and conventions available for educational purposes. If approved, expenses shall be reimbursed for attendance at local, state and national meetings, conferences and conventions.

## **17.15 Maintenance of Benefits**

**17.15.01** Any member of the bargaining unit granted a leave of absence shall retain those benefits accrued during the period of his/her leave which are permitted by this Agreement and the policies of the Committee provided, however, that the period of any such leave shall not be included in the computation of the seniority of any member of the bargaining unit, nor shall the taking of any such leave be deemed to affect any prior accrued seniority.

## **ARTICLE XVIII VACATIONS**

**18.01** Vacation Leave is leave with pay and it is a conditional benefit accorded full-time twelve month employees only.

**18.02** The vacation year shall be from July 1 to June 30. Vacation leave earned during any vacation year shall be credited on June 30 and shall be available during the next vacation year.

**18.03** Vacation leave of (1.916) days for each calendar month from July to June, shall be earned and credited to each eligible twelve month employee.

Vacation leave of (2.667) days for each calendar month from July to June, shall be earned and credited to each Assistant Principal hired with a start date after 6/30/22. Vacation leave of (3.25) days for each calendar month from July to June, shall be earned and credited to a Food Service Director hired with a start date after 6/30/22.

**18.04** Vacation Leave credit will begin at once for employees starting work on the first (1<sup>st</sup>) day of the month; otherwise credit will begin on the first day of the month following the start of employment. Vacation Leave not used in any year may be accumulated for use in the following year. Notwithstanding the foregoing, however, employees may not carry over from year to year more than ten (10) days of accumulated Vacation Leave.

**18.05** The Superintendent reserves the right to schedule a common vacation period for all administrators beginning the Monday after July 4th and continuing for three consecutive weeks; provided that the Superintendent shall give notice that she has elected to implement such common vacation period to those unit members affected by such common vacation on or before the March 1 immediately preceding such common vacation period.

**18.06** In considering Vacation Leave requests, the Superintendent will weigh the staffing needs of the Committee. When considering competing requests, the Superintendent shall consider the dates of the requests, seniority and equity. Vacation allowance shall be scheduled as vacation leave at such times as will best serve the needs of the Committee, the unit member and the public interest.

**18.07** The Superintendent shall ensure that vacation allowance is scheduled in order that the unit member may not lose vacation credits; provided, however, that any vacation allowance so scheduled but not taken shall cease to be credited.

18.08 Upon retirement, resignation, involuntary termination or death an employee or his/her designated beneficiary shall be paid an amount equal to the vacation allowance which has been earned; provided that no monetary or other allowance has already been made therefore, and provided that no monetary or other allowance shall thereafter be made therefore.

18.09 Twelve (12) month bargaining unit members who have unused vacation time in the current fiscal year will be allowed to cash in up to a maximum of five (5) days at their current daily rate during that fiscal year only. Unit members must email the Business Office by June 1<sup>st</sup> of the fiscal year of their intent to buy back the allowable unused vacation days. Participation in the vacation buy-back is optional on the part of the employee.

## **ARTICLE XIX UNPAID LEAVE**

### **19.01 Family Leave**

19.01.01 Upon written application to the Superintendent, including a statement of reasons, any employee who has been employed at least three (3) consecutive months, who has given notice at least two (2) weeks prior to his/her anticipated date of departure and who has given notice of intention to return, may be granted parental or adoptive leave for a period not exceeding one (1) calendar year. Such leave shall be without pay for such period.

19.01.02 The purposes for which an employee may submit his/her application for such unpaid leave may include, but shall not be limited to:

19.01.03 The need to care for, or to make arrangement for the care of, a minor dependent child of the employee; whether or not such child is the natural, adopted or step-child of such employee;

19.01.04 To discharge any other responsibilities or duties in his/her capacity as the parent of a minor dependent child, whether or not such child is the natural, adopted or step-child of such employee.

19.01.05 The need to care for a member of the employee's immediate family.

19.01.06 Any employee taking such family leave, upon his or her return to work, will be restored to his or her previous position or a similar position, with the same status and pay; provided, however, that if other employees at equal length of service, credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such family leave, he or she shall be extended the same rights and benefits, if any, as are extended to employees of equal length of service in the same or similar positions.

19.01.07 An employee on family leave shall not be entitled to use any accumulated sick leave, but upon cancellation or expiration of the family leave, such employee shall regain his or her right to sick leave.



## **19.02 Maternity/Paternity**

**19.02.01** Any female employee who has been employed for at least three consecutive months as a full-time employee, who has given notice at least two (2) weeks prior to her anticipated date of departure, and who has given notice of her intention to return, shall be granted maternity leave pursuant to M.G.L.c.149, §150D, for a period not exceeding eight (8) weeks for the purpose of giving birth or for the purpose of adopting a child. Such leave shall be without pay for such period.

**19.02.02** Any employee taking such maternity leave, upon her return to work, will be restored to her previous position or a similar position, with the same status and pay; provided, however, that if other employees at equal length of service, credit or status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave, she shall be extended the same rights and benefits, if any, as are extended to employees of equal length of service in the same or similar positions.

**19.02.03** If an employee has accrued sick leave credits at the commencement of her maternity leave, she may use such leave credits for which she may be eligible under the sick leave provisions of this Article.

**19.02.04** Notwithstanding any other provision of this Agreement to the contrary, the maternity leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her leave. The period of any unpaid maternity leave shall not be included in any computation of such benefits, rights or advantages.

**19.02.05** Staff members whose spouse gives birth, or those who have adopted a child are eligible for eight (8) weeks of unpaid paternity leave pursuant to M.G.L.c. 149§105D. Notice of intent to access this leave should be provided at least thirty (30) calendar days prior to commencement. As this leave is provided as a matter of law, disputes as to applicability are to be resolved by the statutory process and such disputes are not subject to the grievance process or arbitration under this contract.

**19.02.06** If the staff member has accrued sick leave credits at the commencement of the maternity/paternity leave, her/she may use such leave credits for up to ten (10) days.

## **ARTICLE XX HEALTH INSURANCE**

**20.01** All full-time bargaining unit employees shall be entitled to participate in the Town of Tewksbury's current Health Insurance Program at the current rate of contribution: Employer: 75%; Employee: 25%.

**20.02** As long as the Town of Tewksbury agrees to pay one-half of the cost of a \$5,000 Life Insurance Policy and a \$5,000 Accidental Death and Dismemberment Policy for each member of the bargaining unit, the Committee agrees to deduct the employee's share through payroll deduction for participating members upon receipt by the Committee of proper authorization.

**ARTICLE XXI**  
**ACCESS TO OFFICIAL PERSONNEL FILES**

**21.01** The Committee shall maintain an Official Personnel File for each member of the bargaining unit which shall be kept in a secure place in the custody of the Superintendent or his/her designee. Such file shall contain a continuous record of the member of the bargaining unit's status as an employee of the Committee. The Official Personnel File shall contain the following:

- a. Copies of Official Personnel Correspondence and personnel actions concerning the member of the bargaining unit;
- b. Except as is hereinafter provided, all evaluations of the performance of members of the bargaining unit made prior to the effective date of this Agreement and made thereafter pursuant to the provisions of Article VIII hereof,
- c. All recommendations of retention, merit, promotion and transfer and the like made prior to the effective date of this Agreement and all such recommendations made thereafter pursuant to the provisions of Article VIII hereof,

**21.01.01** Except as is hereinafter provided, no other materials shall be included therein.

**21.02** All such materials placed in the Official Personnel File of a member of the bargaining unit shall be dated when received, numbered sequentially, and, with effect on the effective date of this Agreement, all materials contained in each Official Personnel File shall thereafter be logged sequentially.

**21.03** The member of the bargaining unit shall have the right without undue delay to examine his/her Official Personnel File. Under no circumstances shall the Official Personnel File be removed from its place of safekeeping by the member of the bargaining unit, and access to the Official Personnel File shall, where feasible, be only in the presence of someone in authority.

**21.04** The member of the bargaining unit shall have the right to place in his/her Official Personnel File a written statement made in response to materials contained in his/her Official Personnel File, or which may affect his/her employment status.

**21.05** Upon written request of the individual member of the bargaining unit the Committee shall, reproduce without undue delay one (1) copy of such materials.

**21.06** Copies of Official Personnel Correspondence shall be filed at the time they are sent to the member of the bargaining unit.

**21.07** The Official Personnel File shall be available for inspection by the Superintendent or his/her designee, the Committee or its designees and, when so authorized in writing by the member of the bargaining unit, by a representative of the Union. An inspection sheet shall be maintained for each member of the bargaining unit's Official Personnel File. Whenever any the foregoing parties inspects the Official Personnel File of a member of the bargaining unit, the name of the individual or individuals conducting such inspection and the date and time thereof shall be noted on the inspection sheet.

**21.08** Unless required by law, no other person or agency shall be given access to an Official Personnel File without the express written permission of the member of the bargaining unit concerned.

## **ARTICLE XXII USE OF VEHICLES**

**22.01** Whenever an employee is required to use his/her motor vehicle for the purpose of performing job functions (beyond those already compensated for as part of Appendix E), the employee shall be compensated per GSA mileage rate upon the submission of the appropriate vouchers to the Committee.

**22.02** Effective July 1, 2019, Athletic Director annual stipend of \$3000 for attending various sporting events and conferences throughout the fiscal year will be added to base salary prior to cola adjustment.

## **ARTICLE XXIII MANAGEMENT RIGHTS**

**23.01** All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Committee or as may be provided by any applicable provision of law. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Committee under the Laws of the Commonwealth, which powers include the power to adopt and establish policies to the extent that such policies do not contravene any express provision of this Agreement. To this end, the Committee shall not be limited in any way in the exercise of the functions of management and shall also have retained and reserved unto itself the right to exercise all the powers, authority and prerogatives of management including, the making, amendment and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Committee deems necessary.

**23.02** During an emergency, the Committee shall have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this agreement.

## **ARTICLE XXIV WAIVER**

**24.01** The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter which was presented in negotiations.

**ARTICLE XXV  
STABILITY OF AGREEMENT**

25.01 No agreement, understanding, alteration or variation of the terms or provisions of this Agreement herein contained shall bind the parties hereto unless made and executed in writing, by the parties hereto. The failure of the Committee or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of either the Committee or of the Union to future performance of any such term or condition, and the obligations of the Union and the Committee to such future performance shall continue in full force and effect.

**ARTICLE XXVI  
SEVERABILITY**

26.01 Should any provision of this Agreement be found to be in violation of any 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 XXVII  
CREDIT UNION DEDUCTION**

27.01 The Employer agrees to deduct certain Specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION every other week by electronic transfer methods. The Employer shall not make such deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

**ARTICLE XXVIII  
HEALTH, SAFETY AND SECURITY**

28.01 The health safety and security of all students and staff are essential elements in the creation of an atmosphere in which effective instruction and learning can occur.

28.02 To that end all staff will wear identification badges or cards (including temporary cards if permanent cards are misplaced or forgotten) issued by the Committee when on school grounds or in school buildings. The administration shall maintain an ample supply of replacement badges. Any administrator who misplaces or forgets the badge may obtain a replacement badge in the office. Administrators who consistently fail to wear or display a badge will be referred to the Superintendent for review and corrective action if necessary.

28.03 In the event that a successor agreement shall not have been duly reached by June 30, 2006, this Agreement shall continue in full force and effect until the fifth (5<sup>th</sup>) day following receipt of written notice given by either party to the other of its intention to terminate this Agreement. Notice to the Union shall be given to the President of the Union. Notice to the Committee shall be given to the Superintendent.

**ARTICLE XXIX  
CORI CHECKS/FINGERPRINT**

**29.01** In compliance with the provision of Chapter 385 of the Acts of 2002, the Superintendent for Schools, a Central Office Employee or a Central Office Administrator shall request and review CORI checks. Such checks shall take place not more than once every three (3) years unless allegations of employee misconduct made by law enforcement agencies or courts warrant additional CORI checks. Additionally, the Superintendent may determine to conduct CORI checks one-third (1/3) of the staff each year or some other portion of the staff as is convenient.

**29.02** Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Employees shall be made aware that, upon request, they shall be provided with a copy of the CORI report received by the Superintendent.

**29.03** All CORI checks shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon retirement or termination of his/her employment an employee may request in writing that s/he be given his/her reports. Such reports shall be provided to the employee within ten (10) days of the request.

**29.04** After review of a CORI report, the Superintendent, if s/he deems it necessary, may meet with the employee who may at such meeting be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.

**29.05** In compliance with the provisions of Chapter 77 of the Acts of 2013, "An Act Relative to Background Checks", all school employees that work directly with students, are required to comply with a fingerprint-based state and national criminal record.

**ARTICLE XXX  
EMPLOYEE VOLUNTARY PRE-TAX CONTRIBUTION TO LOCAL 25 NEW  
ENGLAND TEAMSTERS  
SAVINGS AND INVESTMENT PLAN**

The Employer hereby agrees to participate in the Local 25 New England Teamsters Savings.& Investment Plan 401(a) (Massachusetts Financial Services MFS) ("the Plan") on behalf of all employees represented for purposes of collective bargaining under this agreement.

The Employer will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward withheld sum to Massachusetts Financial Services (MFS) in such form and Manner as required pursuant to the Plan and Declaration of Trust (the "Trust").

Investment Plan 401 (a) Massachusetts Financial Services (MFS) and the Trustees of the Plan Evidencing Employer participation in the Plan effective prior to any employee deferral being received by the Plan.

ARTICLE XXXI  
WAGES

Salary Schedule Increase:  
2021-2022: 2.25% (Retroactive)  
2022-2023: 2.25%  
2023-2024: 2.25%

ARTICLE XXXII  
DURATION

32.01 This contract shall remain in full force and effect for a period of three years. (July 1, 2021 to June 30, 2024). This Agreement shall be effective from July 1, 2021 and shall continue in full force and effect to and including June 30, 2024.

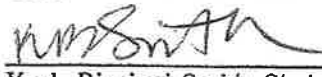
32.02 Either party may give notice to the other requiring commencement of negotiations for a successor agreement not sooner than January 1, 2024, and upon such notice the parties shall commence such negotiations not later than March 1, 2024.

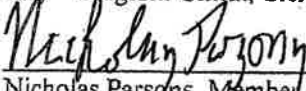
32.03 In the event that a successor agreement shall not have been duly reached by June 30, 2021, this Agreement shall continue in full force and effect until the fifth (5<sup>th</sup>) day following receipt of written notice given by either party to the other of its intention to terminate this Agreement. Notice to the Union shall be given to the President of the Union. Notice to the Committee shall be given to the Superintendent.

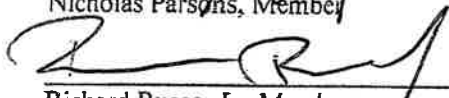
For the School Committee:

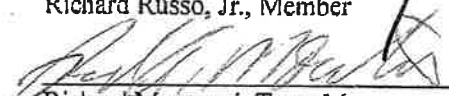
  
Bridget Garabedian, Chair

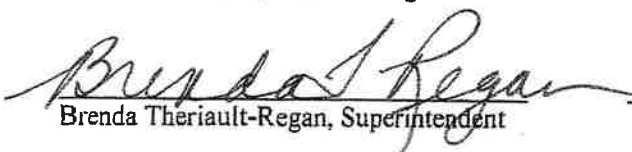
  
Keith Sullivan, Vice-Chair

  
Kayla Biagioni-Smith, Clerk

  
Nicholas Parsons, Member

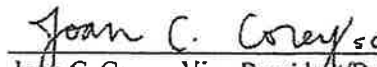
  
Richard Russo, Jr., Member


  
Richard Montuori, Town Manager

  
Brenda Theriault-Regan, Superintendent


6-8-2022  
Date

For TEAMSTERS, Local Union #25  
Tewksbury Administrator's Group:

  
Joan C. Corey, Vice President/Business Agent

  
[Redacted]

  
[Redacted]

  
Thomas G. Mari, President/Principal Officer

June 8, 2022  
Date

**APPENDIX A  
PAYROLL DEDUCTION AUTHORIZATION TO: TEWKSBURY SCHOOL  
COMMITTEE**

I hereby assign to the Tewksbury Administrators Group represented by the Teamsters Local Union No. 25, International Brotherhood of Teamsters, ("the Union"), from any wages earned or to be earned by me as your employee the Initiation Fee of \$500 and the sum of current Union Dues per month, pursuant to its Constitution and By-Laws, as my membership dues in said Union. I authorize and direct you to deduct such amounts from earned wages on the second payday of each calendar month and to remit the same to the Secretary-Treasurer of the Union.

This assignment, authorization and direction shall remain in effect until revoked by me and shall be irrevocable for a period of one year from the date hereof or until the termination date of my applicable collective bargaining agreement, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective agreement between you and the Union, whichever shall be shorter, unless written notice of revocation is given by me to you by registered mail not less than ten (10) days prior to the expiration of each period of one year, or of each applicable collective agreement between you and the Union, whichever occurs sooner.

Date:

Name:

**APPENDIX B  
PAYROLL DEDUCTION AUTHORIZATION**

**TO: TEWKSBURY SCHOOL COMMITTEE**

I hereby authorize and direct the Tewksbury School Committee to deduct from any earnings accumulated to my credit, any agency service fee charged against me by the Tewksbury Administrators Group represented by the Teamsters Local Union No. 25, International Brotherhood of Teamsters, ("the Union"), upon presentation and formal demand, of the current monthly amount thereof by the proper authorities (Treasurer) of that organization, agreeing that the said Tewksbury School Committee-, its officers and agents, shall be saved harmless for such deductions made under these circumstances.

It is understood that I reserve the right to withdraw this authorization by giving at least 180 days' notice to the Committee, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the Treasurer of said Local.

**Date:**

**Name:**



**APPENDIX C  
SALARY ADJUSTMENTS**

See schedule D

**DRIVE LANGUAGE**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE Chapter 25 on a Monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

**NEW ENGLAND TEAMSTERS AND SUBSCRIBING EMPLOYERS GROUP LEGAL SERVICES FUND**

1. The undersigned Employer and Local Union certify that the following provision is a part of their collective bargaining agreement regarding group legal services benefits and contributions for all employees performing work within the scope of and /or covered by the collective bargaining agreement between the Employer and the Local Union, and in the event of any conflict between these provisions and other provisions of such collective bargaining agreement, the terms and conditions set forth below shall prevail with respect to the New England Teamsters and Subscribing Employers Group Legal Services Fund (hereinafter referred to as the "Group Legal Services Fund") contributions and coverage:

a) This Group Legal Services Provision shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.

b) The Employer agrees to make payments to the New England Teamsters and Subscribing Employers Group Legal Services Fund for each and every employee, whether such employee is a regular, temporary or casual employee, irrespective of his or her status as a member or non-member of a Local Union, from the first hour of employment subject to this agreement, as follows.

The Employer shall contribute to the Group Legal Services Fund the sum of \$0.18 for each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, up to a maximum of forty (40) hours per week, from the first hour of employment in such week.

c) For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due for any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed at straight time or overtime rates, but payments shall be made in the amount and manner set forth in this agreement.

d) The Employer agrees to and has executed a copy of the New England Teamsters and Subscribing Employers Group Legal Services Agreement and Declaration of Trust, dated November 30, 1989, (hereinafter referred to as the "Trust Agreement") and accepts such Trust Agreement, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Trust Agreement.

e) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope of and/or covered by this Standard Participation Agreement for the purpose of determining the accuracy of contributions to the New England Teamsters and Subscribing Employers Group Legal Services Fund and adherence to the requirements of this section of this agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Subscribing Employers Group Legal Services Fund.

f) If the Employer shall fail to make contributions to the New England Teamsters and Subscribing Employers Group Legal Services Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under-reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the interests, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

g) No oral or written modification of this section regarding Group Legal Services Plan contributions shall be made by a participating Local Union or the Employer, and, if mad; such modification shall not be binding upon the Trustees of the New England Teamsters and Subscribing Employers Group Legal Services Fund.

FOR THE EMPLOYER:

\_\_\_\_\_

FOR THE UNION:

*John Cory*  
\_\_\_\_\_

**APPENDIX D  
CREDIT UNION PAYROLL DEDUCTION AUTHORIZATION**

To: TEWKSBURY SCHOOL COMMITTEE

I hereby authorize and direct the Tewksbury School Committee, through its officers, agents and employees, to deduct from the portion of my salary due me each month the amount listed below as the amount of the deduction from my wages each payroll period. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Teamsters Credit Union.

In consideration of the above described service rendered by the Tewksbury School Committee, its members, officers, agents and employees, the undersigned hereby releases and discharges the Committee, its members, officers, agents, and employees, of and from any and all liability whatsoever arising as a result Of the authorization herein given.

This authorization is revocable by me upon sixty (60) days' written notice to the Committee, and the revocation will become effective upon the sixtieth (60<sup>th</sup>) day of such prior notice or upon termination of my employment.

I have authorized the Tewksbury School. Committee to deduct \$ from my wages each payroll period. The deductions are to begin 20. The amount deducted is to be applied as follows:

DEPOSIT:

LOAN PAYMENT:

Last Name

First Name

Middle Initial

Acct. #

Signature

Date

Address

Social Security #

Position/Title

**APPENDIX E**

<b>TEWKSBURY ADMINISTRATORS GROUP SALARY TABLES FY22 - FY24</b>							
<b>ASSISTANT PRINCIPALS</b>				<b>ATHLETIC DIRECTOR</b>			
STEP	2021-2022	2022-2023	2023-2024	STEP	2021-2022	2022-2023	2023-2024
1	\$98,647	\$103,854	\$106,191	1	\$101,512	\$103,796	\$106,131
2	\$101,569	\$108,013	\$110,444	2	\$104,423	\$106,773	\$109,175
3	\$105,637	\$113,386	\$115,937	3	\$108,476	\$110,917	\$113,413
4	\$110,891	\$116,251	\$118,866	4	\$113,712	\$116,270	\$118,886
5	\$113,693	\$119,347	\$122,032	5	\$115,905	\$118,513	\$121,180
6	\$116,134	\$122,832	\$125,596	6	\$118,138	\$122,832	\$125,596
<b>ASSISTANT BUSINESS MANAGER</b>				<b>FOOD SERVICE DIRECTOR</b>			
STEP	2021-2022	2022-2023	2023-2024	STEP	2021-2022	2022-2023	2023-2024
1	\$95,658	\$97,810	\$100,011	1	\$67,309	\$71,931	\$73,549
2	\$101,361	\$103,642	\$105,974	2	\$70,348	\$76,591	\$78,314
3	\$109,445	\$111,908	\$114,426	3	\$74,905	\$79,697	\$81,490
4	\$120,367	\$123,075	\$125,844	4	\$77,943	\$83,418	\$85,294
5	\$122,751	\$125,513	\$128,337	5	\$81,582	\$87,124	\$89,084
6	\$125,184	\$128,000	\$130,880	6	\$84,620	\$90,636	\$92,675
				7	\$87,859		
<b>DIRECTOR OF COMMUNITY SERVICES</b>				<b>STIPENDS</b>			
STEP	2021-2022	2022-2023	2023-2024	<b>DOCTORATE</b>		\$7,000	
1	\$95,658	\$97,810	\$100,011	<b>MASTERS +45/CAGS</b>		\$2,000	
2	\$101,361	\$103,642	\$105,974	<b>MEMBER MENTORING</b>		\$1,500	
3	\$109,445	\$111,908	\$114,426				
4	\$120,367	\$123,075	\$125,844				
5	\$122,751	\$125,513	\$128,337				
6	\$125,184	\$128,000	\$130,880				