

MASSACHUSETTS LABORERS' DISTRICT COUNCIL LOCAL 272 O/B/O

WESTWOOD ABA TUTORS

AND THE

WESTWOOD SCHOOL COMMITTEE



2023-2024

2024-2025

2025-2026

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ARTICLE I - PREAMBLE

The following contract, effective for a three year period July 1, 2023 through June 30, 2026, by and between the Westwood School Committee and the Westwood Applied Behavior Analysis Tutors of the Massachusetts Laborers' District Council, Local 272 is designed to maintain and promote the harmonious relationship between the Westwood School Committee and the employees covered by this contract, in order that more efficient and progressive public service may be rendered.

ARTICLE II - RECOGNITION AND BARGAINING UNIT

The Westwood School Committee recognizes the Westwood Applied Behavior Analysis Tutors of the Massachusetts Laborers' District Council, Local 272 as exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours, or other terms and conditions of employment for the employees in the bargaining units hereinafter described.

All full-time and part-time Applied Behavior Analysis Tutors employed by the Westwood Public Schools, excluding managerial, supervisory and confidential employees, and all other school employees.

ARTICLE III - EMPLOYEE RIGHTS AND OBLIGATIONS

Bargaining unit members are subject to annual appointment at the sole discretion of the Superintendent or their designee for the first five (5) full years of employment. During the first five (5) years of employment, denials of an annual appointment and termination of employment during the school year shall not be subject to the grievance and arbitration provisions of this agreement. After the first five (5) years of employment, the Superintendent can suspend, demote, otherwise discipline, and dismiss an ABA tutor for good cause. As defined herein, "Good cause" shall mean any ground(s) put forth by the Superintendent that are not arbitrary, capricious, irrational, or irrelevant to the Superintendent's sound operation of the school district.

Organizational Activities: Except to the extent that there is contained in this Agreement an expressed specific provision to the contrary, employees shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join, or assist employee organizations; to hold office and participate in the management of the Union; to act in the capacity of Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection. In the exercise of such rights, the employees shall be free from any and all interference, restraint, or coercion, and from any discrimination, and without regard to tenure, promotion, or other conditions of employment.

Union Membership: The School Department, upon request, will advise the Union in writing of the name, address, position, and school of each new employee. The School Department recognizes the right of any employee to become a member of the Union and will not discourage,

discriminate, or in any other way interfere with the rights of any employee to become and remain a member of the Union.

No Discrimination: Neither the School Department nor the Union will discriminate against any employee for employment because of race, color, creed, sex, national origin, or any other protected class protected by State and Federal law. This provision shall not be subject to the contractual grievance and arbitration procedure.

No Strike Clause: It shall be unlawful for the employee to engage in, induce, or encourage any strike, work stoppage, or withholding of services by such employees.

Labor-Management Meetings: The parties agree that there shall be periodic labor-management meetings (with no less than one (1) per year) scheduled for the purpose of discussing issues of interest for either of them. The parties shall agree on the composition and format of these meetings.

ARTICLE IV - MANAGEMENT RIGHTS

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction, and responsibility of the Town are retained by and reserved exclusively to the Town, including but not limited to, the rights to manage the affairs of the Town and maintain and improve the efficiency of its operation; to determine the methods, means, processes, and personnel by which operations are to be conducted; to determine the schedules and assignment of employees to work; to determine the physical and/or program location of work on a daily basis; to determine the qualifications of all jobs; to establish new job classifications, new job duties and new job functions; to require from each employee the efficient utilization of her/his services; to hire, promote, assign, retain, discipline, suspend, demote, and to discharge employees after five (5) years of employment for good cause, to promulgate and enforce reasonable rules and regulations pertaining to operations and employees.

ARTICLE V - UNION ACTIVITIES

Union Officers: The President or one other officer of the Union will be excused from duty, with pay, when required to conduct Union business with management, subject to the needs of the department.

Joint Meetings: Joint meetings by mutual agreement between representatives of management and the Union shall be, whenever practicable, held outside of regular working hours except when extraordinary circumstances make it necessary to hold such meetings during regular working hours, the Union representative shall be compensated at their regular rates of pay. And in no event will more than two (2) employees from the Unit be absent from work to conduct business, and they will be paid at the regular rate of pay (straight time).

List of Union Officers: The Union shall furnish the Superintendent of Schools with a written list of its local officers and shall promptly notify the Superintendent in writing of any changes thereto. Only such listed officers shall be recognized by the Superintendent for the purpose of joint meetings except that the Union or the Superintendent of Schools may, at its discretion, be represented by a Union officer, field representative, and/or their legal counsel.

Use of the Bulletin Board: The Superintendent shall permit the use of a bulletin board located in areas frequented by the Union members for posting of notices concerning Union business and activities, in common with other school employee organizations which may have such a right. The Superintendent will make space available for the Union to put up a bulletin board or designate an area on a bulletin board in the following places: in each school and in the teachers' room.

ARTICLE VI - UNION DUES

An employee covered by this Agreement may choose to join the Union, the sole collective bargaining agent for the employees described above, upon payment of uniform and non-excessive dues and initiation fees as are required by the Union. Continued membership in the Union shall be subject to such rules and regulations, by-laws, and constitutions as are uniformly applied by the Union to all its members. Westwood Public Schools will advise the Union in writing of the name, address, classification, and department of each new employee.

Upon receipt by the Westwood Public Schools of a signed voluntary authorization by an employee (see the dues authorization form below), the Westwood Public Schools agrees to deduct the initiation fee (if any) and monthly Union membership dues from the wages of said employee and remit the aggregate amount to the treasurer of the Union along with a list of employees from whose pay said dues have been deducted.

Such remittance shall be made by the tenth (10th) of the succeeding month.

An authorization may be revoked by an employee by sending a signed written notice thereof to the Director of Finance and Operations of the Westwood Public Schools. Said revocation shall take effect sixty (60) days after the receipt thereof by the Director of Business and Finance. The Westwood Public Schools shall send a copy of the revocation to the Union.

The following authorization of dues form shall be used for Union dues and initiation fees:

AUTHORIZATION FOR PAYROLL DEDUCTION		
By: _____		
Last Name	First Name	Middle Name

To: _____
Employer Department

Effective Date _____

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee and, once each month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall continue for a period of one year from the date hereof, or until the termination of this Agreement (whichever occurs first), and shall be automatically renewed for successive periods of one year unless written notice of revocation is given by me to you in writing, upon the receipt whereof this authorization shall expire sixty (60) days thereafter.

Signed: _____

Date: _____

Address: _____

The Union shall notify Westwood Public Schools by certified mail of any change in the sum of money to be deducted as dues pursuant to the authorization hereunder, which amount the Westwood Public Schools shall begin to deduct thirty (30) days after receipt of the notification. The Union agrees to hold the Westwood Public Schools harmless from any liability arising from the operation of this article.

ARTICLE VII - WORK YEAR

The ABA tutor work year will be one hundred and eighty three (183) days comprised of the one hundred and eighty (180) days of school for students per the published WPS school calendar voted and approved by the WPS School Committee each year and the following three days: the “full day PD day” commonly scheduled in November of each year, and the two “teacher reporting days” commonly scheduled for the two working days immediately prior to the first day of school for students each year.

The ABA Tutor is required to work twelve (12) months. The ABA Tutor’s schedule will be provided by the BCBA/Superintendent's designee/Principal.

The general work week is Monday through Friday.

The number of work days in Extended School Year (ESY) for ABA Tutors will be linked to the ESY program assignment.

The ABA Tutor recognizes that the proper performance of their duties and responsibilities may require the ABA Tutor to work longer than the school day and that their duties and responsibilities are not confined to prescribed hours and may include home-based hours. A full school day will be seven hours aligned with the specific school/level the ABA Tutor is assigned to. Additional hours up to 40 hours will be paid at the hourly rate via timesheet. In the event rescheduled home services are canceled 24 hours or more prior to the scheduled date and time, the ABA Tutor will not be paid for these hours. If the scheduled home services are canceled less than 24 hours prior to the date/time, the ABA Tutor will be paid for those hours. All ABA Tutor work (home hours and school day hours) will be provided by the employee in person.

Summer program hours will be shorter both by days of the week (3 - 4 days per week as compared to 5) and total hours per day (3 - 6 hours per day compared to 7) and pay will be adjusted accordingly. Similarly, programs will run 4 - 8 weeks of the summer. The weeks where there is no programming do not represent a break in employment as the school calendar includes summer and school vacation periods are part of the normal school year cycle.

All duties assigned under this provision (home service, ESY services, school day hours) shall be considered pensionable service, if accepted as such by the Norfolk County Retirement System.

ARTICLE VIII - PERSONAL DAYS

Each full time ABA tutor will be allowed on a non-cumulative basis, three (3) days of paid personal leave per contract year. Requests for such leave must be made in writing to the Superintendent, as soon as possible and not less than forty eight (48) hours before the absence occurs, wherever possible. Such leave shall be allowed only when approved by the Superintendent. This number will prorate to two (2) for mid year (after 1.1.20XX) hires. Part-time tutors (those who work less than 20 hours per week) will be granted one (1) personal day per year. Personal days will be added to the tutor's account as of the first day of employment.

Employees are required to make the request for a personal day at least forty-eight (48) hours in advance in order to ensure the effective operation of the school, except in cases of emergencies or unforeseen circumstances.

Personal leave will not be granted on the day or successive days immediately preceding or immediately following a long weekend (e.g., Memorial Day Weekend), or on the first ten (10) or last ten (10) school days of a school year.

Exceptions may be granted when the Superintendent or designee deems that unexpected circumstances warrant granting of personal leave normally not allowed.

ARTICLE IX - SICK LEAVE

All full time Tutors will be granted a total of fifteen (15) days sick leave per year with an accumulation of unused sick leave to a total of one hundred and eighty (180) days. New hires after January 1 of each year will receive a prorated number of sick days (7) for the first year.

Part-Time Tutors: Part - time tutors (20 hours per week or less) will be granted a total of seven (7) days sick leave per year.

Sick leave is granted when an employee is incapacitated from performance of duties due to sickness or injury.

The parties acknowledge that the school department is subject to the provision of the Family and Medical Leave Act of 1993 (FMLA) and the Small Necessities Leave Act if applicable or an employee qualifies.

If an employee is absent from work under the FMLA for personal illness or injury, he or she will be required to use any accrued sick, personal, and vacation time during the FMLA leave. If an employee is absent from work under the FMLA to care for a family member (as defined above), he or she will be required to use any accrued personal and vacation time and may apply up to ten (10) sick days as described above.

ARTICLE X - LEAVE FOR RELIGIOUS OBSERVANCE

Each regular employee can use their accrued personal days for observance of religious holidays that are not regularly included in the school holiday schedule.

Reasonable advance notice to the individual's immediate supervisor is a prerequisite to the granting of leave for religious observance.

Any employee who has obtained religious pay contrary to the above rules and regulations through misrepresentation by themselves or by any person on their behalf shall be considered to have acted in an unprofessional manner and will be subject to appropriate action.

ARTICLE XI - HOLIDAYS

All ABA Tutors will be paid for the following holidays:

Martin Luther King Day
Good Friday
Memorial Day
Columbus Day
Veterans Day
Thanksgiving Day
day after Thanksgiving

Tutors will be paid for full day (regular hours) if the following holidays occur during their regular work schedule in accordance with the terms described below:

Labor Day
Rosh Hashanah
Yom Kippur
1/2 Day before Thanksgiving
Christmas Eve
Juneteenth
July 4th

Tutors will only be paid for Labor Day when the work year commences before the holiday. For the purposes of this article, the work year is defined as the first day that ABA tutors report to work until the last day they report to work.

Yom Kippur and Rosh Hashanah will be paid holidays when they fall during the work week and are scheduled as holidays on the school calendar.

Tutors will be paid a full (regular hours) day for working on the early release day before Thanksgiving. A tutor taking the day before Thanksgiving as a personal or sick day must use a full personal or sick day.

Juneteenth will be a paid holiday when it falls during the work week and is scheduled as a holiday on the school calendar.

The number of days worked for ESY will be linked to the ESY program assignment.

ARTICLE XII - VACATION

Vacation days may not be used while school is in session. Vacation days may be used during school vacation weeks (Winter, February, April, beginning/end of summer programs). Tutors may also use vacation days in the event of an unanticipated weather-related closure.

Upon hire, ABA Tutors will be granted seven (7) working days of paid school vacation per contract year during years 1 - 5 of employment.

ABA Tutors who have completed five full (5) years of service will be granted 12 vacation days.

ABA Tutors who have completed ten full (10) years of service will be granted 17 vacation days.

In accordance with the schedule above, an Assistant shall be credited with additional vacation days during the first week in July following his or her anniversary date.

ARTICLE XIII - BEREAVEMENT

Bereavement leave may be granted to all Tutors not to exceed three (3) days without the loss of pay and in addition to any other leave. This applies to death of a parent, sibling, spouse, child, grandchild, grandparent, domestic partner, in-law, or a permanent member of the immediate household. One day leave without loss of pay shall be granted for a tutor to attend the funeral of another family member.

Extensions will be granted in extenuating circumstances, with additional days to be taken from accumulated sick leave.

ARTICLE XIV - TUITION REIMBURSEMENT

Any tutor who has completed two (2) full years of service in the Westwood Schools shall be eligible for up to \$500 per year in job-related course reimbursement.

- Courses must be approved in advance by the Director of Students Services or designee.
- Courses must be satisfactorily completed with a grade of "B" or higher.
- The total reimbursement per year shall not exceed \$500 per individual.

Courses required by the student services department or the Westwood Public Schools shall be paid in full by the school department.

ARTICLE XV - SCHOOL DELAYS OR CLOSURES

In the event of a school building closure and a “no school day” that will be made up at a later time (such as a Snow Day), Tutors will not be paid at the time of the closure and may use accrued vacation or personal days.

If the school building is closed but school is in session and Tutors are assigned remote work, Tutors will be expected to work and be paid for regularly-scheduled hours. Tutors will be paid their regularly-scheduled hours in the event that the Tutor's school has a delayed opening or early release due to inclement weather or any unforeseen circumstances.

ARTICLE XVI - STAFF DEVELOPMENT

Tutors are required to attend Staff Development Day programs upon request from their supervisor. On staff development days, Tutors will be paid from the beginning of the work day until the end of their staff development. ABA Tutors shall be required to attend All Day Inservice PD Day.

Education Incentive: Tutors who work twenty-one (21) or more hours per week and maintain a valid Massachusetts teaching license for the duration of the school year will receive a \$450 stipend at the completion of that school year with the understanding that they may be assigned to work as a substitute for an absent teacher.

ARTICLE XVII - VACANCIES

After Management establishes where a vacancy will exist, all vacancies will be posted for ten (10) calendar days. In the event of vacancy within 30 calendar days of the start of school, the position will be posted; however, the ten calendar day waiting period is waived. This provision will not preclude management's right to relocate Tutors, as needed.

ARTICLE XVIII - PERSONNEL FILES

An employee shall have a right to review their personnel file within two working school days upon written request.

ARTICLE IX - PARENTAL LEAVE OF ABSENCE

A Tutor shall notify their principal, in writing, as soon as practicable or at least thirty (30) days prior to the probable date of said leave is to commence.

In the notification, the Tutor shall indicate the duration of requested leave, which is subject to the following state and federal provisions:

1. Massachusetts statutory parental leave (MPLA), which provides an unpaid leave of eight (8) calendar weeks for full-time employees for childbirth and recovery, adoption, foster care, or court-ordered placement of a child. An eligible employee may use accrued sick, vacation, or personal days during MPLA parental leave, subject to statutory eligibility.
2. Federal Family Medical Leave (FMLA), which provides an eligible full-time employee up to 12 weeks of unpaid leave, if applicable.

In cases where a newborn may require additional medical services, a member of the bargaining unit may appeal, to the superintendent of schools, the ability to use any accrued sick, vacation or personal time they may have after utilizing FMLA, such request shall not be unreasonably denied.

FMLA parental leave runs concurrently with MPLA parental leave. If both parents work in the Westwood Public Schools, they may take a total of 8 weeks for MPLA leave or 12 weeks for FMLA leave.

ARTICLE XX - JURY DUTY

Tutors called to serve jury duty shall not suffer loss of pay.

ARTICLE XXI - MILITARY LEAVE

In accordance with Mass. General Laws.

ARTICLE XXII - GRIEVANCE

1. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare conditions of Tutors. Both parties agree that proceedings shall be kept as confidential as possible.
2. Definitions
 1. "Grievance" shall mean a claim by a Tutor that there has been violation, misinterpretation, or misapplication of the express provisions of this Agreement/Contract.
 2. "Party in Interest" shall mean the person or persons making the claim including their designated representatives as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

3. "Days" shall mean working school days.

3. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If a Tutor does not file a grievance in writing within thirty (30) days after they knew of the act or conditions on which the grievance is based, then the grievance shall be considered as waived.
3. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

4. Informal Procedures

1. If a Tutor feels that they may have a grievance, they may first discuss the matter with their building principal or Assistant Superintendent.
2. If a Tutor is not satisfied with such disposition of the case, they shall have the right to have the Union assist them in further efforts to resolve the problem informally with their building principal or Assistant Superintendent.

5. Formal Procedures

1. Level One - Immediate Supervisor

- i. If an aggrieved person is not satisfied with the outcome of informal procedures, or if they have elected not to utilize them, they may present their claim as a formal grievance in writing to the Assistant Superintendent within 30 calendar days of the act or conditions on which the grievance is based.
- ii. The Assistant Superintendent shall, within five (5) days after receipt of the written grievance, render their decision to the aggrieved person.

2. Level Two - Superintendent of Schools

- i. If the aggrieved person is not satisfied with the outcome of Level One, the union may present the grievance to the Superintendent within 5 days after the receipt of the Assistant Superintendent's decision or 5 days after the Assistant Superintendent's decision is due, whichever comes first.
- ii. The Superintendent shall, within ten (10) days after receipt of formal grievances, meet with the aggrieved person and with the representatives of the Union for the purpose of resolving the grievance.
- iii. The Superintendent shall, within three (3) days after the hearing, render their decision in writing to the aggrieved person, with a copy to the President of the Union.

3. Level Three - School Committee

i. If the aggrieved person is not satisfied with the disposition of grievance at Level Two, they may, within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the Union to the Westwood School Committee.

ii. The School Committee shall, within fifteen (15) days after receipt of the appeal, meet with the aggrieved person and with representatives from the Union for the purpose of reviewing the grievance.

iii. The School Committee shall, within three (3) days after such meeting, render its decision in writing to the aggrieved person, with a copy to the President of the Union.

4. Level Four - Impartial Arbitration

i. If the aggrieved person is not satisfied with the disposition of their grievance at Level Three, they may, within thirty (30) days after the decision request in writing that their grievance be submitted for arbitration.

ii. The Chair of the Westwood School Committee and the President of the Union shall, within ten (10) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten (10) days, the American Arbitration Association shall immediately be called upon to select one.

The costs of arbitration shall be split equally between the parties.

The arbitrator shall not add to, subtract from, or alter any of the provisions of this Agreement, nor make any decision not in compliance with state or federal law.

Union stewards shall be granted sufficient time off with pay to participate in this process, upon reasonable advance notice to their supervisor and subject to the needs of the student and School.

Time limits may be extended by mutual agreement of the parties.

The parties may bypass step 4 and mediate disputes instead with mutual consent. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE XXIII - COMPENSATION

ABA Salary Schedule

2024 Grid

Increase 0.0%

Step	ABA
------	-----

1	\$25.05
2	\$25.60
3	\$26.15
4	\$26.70
5	\$27.25
6	\$27.80
7	\$28.35
8	\$28.90
9	\$29.45
10	\$30.00

2025 Grid

Increase 2.0%

Step	ABA
------	-----

1	\$25.55
2	\$26.11
3	\$26.67
4	\$27.23
5	\$27.80
6	\$28.36
7	\$28.92
8	\$29.48
9	\$30.04
10	\$30.60

2026 Grid

Increase 2.0%

Step	ABA
------	-----

1	\$26.06
2	\$26.63
3	\$27.20
4	\$27.77
5	\$28.36
6	\$28.93
7	\$29.50
8	\$30.07
9	\$30.64
10	\$31.21

Summer hours -

\$500 stipend at the end of the summer for all ABA tutors who work 95% of the assigned summer program’s days and any District assigned home services during the summer. ABA tutors who provide home services during the summer will be paid an additional \$100 upon completion of all of those hours.

The following COLA is established for the employees identified as “Step 10+ at the time of ratification” found on Addendum A:

2023- 2024	2024-2025	2025 - 2026
3.0%	3.0%	3.0%

ARTICLE XXIV - EVALUATIONS

All evaluations will be reviewed by the ABA Tutor on an annual basis with their immediate building principal/special education administrator by June 15 of the current year. If being recommended for rehire, no later than August 1, the Tutor will receive a letter of employment for the upcoming year with their anticipated assignment. The WPS ABA Tutor Evaluation Tool will be used for the purpose of determining job performance.

ARTICLE XXV - REDUCTION IN FORCE AND RECALL

If a group reduction in force occurs due a lack of funds or other exigent circumstances, Tutors with less than 5 years of service will be laid off first. If layoffs of Tutors with over 5 years of service must occur, it will be based on the following criteria, in order of importance: (1) matches to student need; (2) qualification of evaluation, and (3) on the basis of seniority.

For the purpose of this article, seniority shall be defined as length of uninterrupted service as a Tutor for the Westwood Public Schools from date of hire. An employee who worked in a non-Tutor position for the Westwood Public Schools shall not carry over any seniority from that prior service.

RECALL: Tutors with over 5 years of service will be recalled first on the basis of (1) matches to student need; (2) qualification of evaluation, and (3) on the basis of seniority. The rights of a laid off employee under this article shall be further subject to the following conditions: (1) that such employee at the time of such application is qualified for such position; (2) that the employee is available to return to the position within 21 days (or such longer time as the School Department may allow) after notice of acceptance for the position is emailed to the School Department. The School Department shall notify a laid off employee of any vacancies in bargaining unit positions

that arise after their date of layoff. A laid off employee who has the rights under this article shall keep the School Department's Human Resources office informed of their current mailing address, email address, and telephone number. This article shall apply to an employee for up to 24 months from their date of layoff. Employees who are recalled shall be considered as having the same seniority that they would have had if they had not been laid off. Employees upon reinstatement shall have all of their sick time, and vacation restored upon return. Accrual rates will include all previous years of Service. Employees who have not kept the School Department's Human Resources Office informed of their current mailing address, email address, and phone number shall forfeit their rights under this provision.

ADDENDUM

Employees Identified as “Step 10+ at the time of ratification”:

Kathryn Hanlon
Francine Church
Joelle Driscoll
Anna Montello
Deseree Spriggs
Kristin Bianculli
Julia Cardoso
Caitlyn Roy

One time stipend payment:

The employees identified above as “Step10+ at the time of ratification” will receive a \$500.00 stipend paid by August 15, 2023.

These employees will age into the 10+ COLA during the life of this contract:

Employees identified as “Will become Step 10+ during the life of this contract”

Stephany McGrattan
Rogelio Sanchez
AmyJane Kinch
Matthew Homand
Marisa Colace

EXECUTION

In WITNESS WHEREOF, the parties hereto have executed this Agreement this 29th day of June 2023.

DocuSigned by:
Anthony Mullin
A300F37CF346402...

Westwood School Committee

By Anthony Mullin

DocuSigned by:
Nelson Carneiro
CF5B73DB10FC410...

Massachusetts

Laborers' District Council

Local 272

By Nelson Carneiro