

AGREEMENT

BETWEEN

CUTCHINS PROGRAMS FOR CHILDREN AND FAMILIES, INC.

AND

LOCAL 2322, UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA



School Unit

Contract: April 1, 2020 through March 31, 2023

Extension Ratified on 3/8/2023

New Duration: 3/31/2026

Dear UAW Local 2322 Member.

Here is your Union Contract, which sets forth your hours, wages, benefits and other working conditions. This contract is *legally binding* and is enforced through the grievance procedure included in this contract.

The benefits in this contract are the result of your hard work and dedication and came after many months of negotiating with your employer. These benefits are yours and your employer does not have the right to take them away. When the employer violates the contract, your rights and the rights of your co-workers are undermined. Don't be shy about standing up for your rights. This is a union and you are not alone.

Keep this contract so that you may refer to it when the need arises. If you lose your copy, we can provide you with another. When you have a problem or question, the union is as close as the phone. Call your union steward or the UAW Local 2322 office.

Finally, I would like to end with an important right you have as a unionized employee. If you are being told to attend a meeting with a supervisor and you have a reasonable belief that discipline or other adverse consequences may result from what you say in the meeting, you have the right to request union representation. This right is guaranteed by the "Weingarten" Supreme Court decision which ensures that you have the right to have a union representative at any investigatory or grievance meeting. Here is what to say:

"If this discussion could in any way lead to my being disciplined in any manner, up to and including my being suspended or terminated, and becoming part of my personnel record, I respectfully request that my union steward or union representative be present to assist and represent me at the meeting. Without representation present, I choose not to participate in this discussion."

I hope that you will become involved in your union. The union is only as strong as the membership, so we ask you to lend us your muscle by taking the time to get involved. You could be a steward, serve on Joint Council or other committee meetings, organize more workers into our union or be involved in many other activities. Come by the union office or give us a call. We want you to get involved.

When a question or problem arises, talk to your union steward. (A steward is an elected representative who helps employees with problems in the workplace.) If you do not know your union steward or if you need additional help, call the union office:

UAW Local 2322  
4 Open Square Way #406  
Holyoke, MA 01040  
800-682-0269 or 413-534-7600

*Protect these hard won benefits and rights. Read your contract.  
Know your rights. Know your benefits.*

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## **Agreement**

This Agreement is entered into by and between Cutchins Programs for Children and Families, Inc. (hereinafter referred to as the “Cutchins” or “Employer” or “CP” or “Agency”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“UAW”) and its Local 2322, (hereinafter referred to as the “Union”).

## **Preamble**

The Employees and management of the New Directions School share a commitment to help children and families struggling with the effects of trauma and mental illness, by providing learning opportunities that teach students the skills and habits necessary to increase their capacity for safety, learning, and the development of healthy lifestyles. Among our goals, we want our students to practice mindfulness, to be self-aware, to develop skills in interpersonal effectiveness and cooperative problem solving. To this end we must strive ourselves to model honest, respectful relationships and sustainable life practices.

We know the impact of working directly with trauma induced behaviors. We recognize that the need to bring our best selves to the work is met through a complex balance of collaboration and self-care. We know that every job associated with supporting our students is necessary and valuable.

We share a responsibility to our students that transcends the terms of this contract. If we are to foster competence, curiosity, and compassion, we must model those qualities. They cannot be written into a legal contract, but we can hope they will inform our work together.

## **Article 1 Recognition**

**1.1 Bargaining Unit.** The Cutchins Programs for Children and Families, Inc., recognizes Local 2322, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, as the sole and exclusive representative for the purposes of collective bargaining in respect

to wages, hours, and other terms and conditions of employment for regular full-time and regular part-time Special Education Teachers, Regular Education Teachers, Special Education Assistant Teachers/Interventionists, Instructors, Specialists and Senior Assistant Teacher/Interventionist at its school sites, currently located at 78R Pomeroy Terrace and known as New Directions School. Changes in location, name or client population will not affect said recognition. All other persons employed by the Employer are excluded from the bargaining unit and this Agreement.

When a staff person is employed in the school unit and is also employed in another position(s) at Cutchins Programs so that the total time of employment is greater than 16 hours/week, that staff person will accrue benefits based upon the total time of employment. Wherever that staff person spends the most time each week (school, residential, non-union) the applicable policies for benefit time will govern their accrued benefits.

**1.2 Definitions.** The terms “Employee” and “Employees”, as used hereafter in this Agreement, refer to only such persons who are within the bargaining unit as described above. The terms “regular full-time Employee” shall refer to an Employee who is regularly and normally scheduled to work forty (40) hours per week. The term “regular part-time Employee” shall refer to any Employee who regularly and normally is scheduled to work less than forty (40) hours per week.

## **Article 2**

### **Expansion of Services**

**2.1** If CP creates any new, Department of Elementary and Secondary Education licensed school programs to its list of corporate-run services, Cutchins will recognize the Union as the collective bargaining representative of all Special Education Teachers, Regular Education Teachers, Special Education Teacher Assistants, and Instructors, or similarly titled educational positions in such programs, provided that a majority of the employees in the new school program designate the UAW as their collective bargaining agent through the submission of individually signed union authorization cards. Cards will be assessed for majority status by a mutually agreeable neutral third-party once a full complement of employees in the new unit has been hired.

**2.2** CPCF agrees to not create a new or separate school program with the intention of replacing or supplanting the workers covered under this Agreement with non-union workers. CP will, however, be under no limitations or restrictions from creating any new school program or educational service.

**2.3** In the event there is ever a time when CP expands its school programs and this coincides with the reduction of staff employed in the bargaining unit covered under this contract, CP agrees to offer staff covered under this agreement, who are laid-off, employment in other programs operated by the corporation as long as CP determines that the laid-off Employee possesses the qualifications, certification and skills required for a vacant position in the corporation.

### **Article 3**

#### **Union Security**

**3.1** All Employees covered under this Agreement, who are not members of the Union, shall on or before thirty (30) days following the effective date of this Agreement or the date of execution of this Agreement or the beginning of their employment, whichever is the latest, pay to the Union an agency fee equal to the regular Union dues and shall thereafter continue to pay such fee as a condition of continued employment.

**3.2** The Union shall indemnify, defend and save CP harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action by CPCF for the purpose of complying with this article.

### **Article 4**

#### **Dues Deduction**

**4.1** CP agrees that it will deduct per pay period the initiation fee and/or dues or agency fee from the wages (all wages/earnings other than overtime) of those Employees covered by this Agreement who voluntarily authorize CP to make such deductions on a proper authorization card supplied by the Union. Such authorization may be revoked by the Employee in accordance with the terms of the authorization card. The initiation fee and/or dues



or agency fee so deducted will be remitted monthly to the designated Union official together with the names of the Employees from whose wages such deductions have been made. CP will provide the breakdown of all wage earnings codes associated with deductions for all employees. CP shall not make deductions and shall not be responsible for remittance to the Union of the initiation fee and/or dues or agency fee for any pay period during which the employee has no earnings. The amount of the initiation fee and dues or agency fee shall be certified to CP in writing by the Union, and the Union will upon request provide written clarification to ensure that the dues are properly calculated and deducted.

**4.2** Cutchins Programs will send to the Union a monthly list of all Employees; including name, mailing address, email if provided, phone number, date of hire, site, title, and pay rate, payroll period, hours worked, wages subject to dues, wage earnings codes, initiation fees paid, dues submitted, and notes (for any over/under payment, for members with no payment that week), status (on LOA, FMLA, workers' comp..). The list will also include any terminated Employees.

**4.3** CP assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold CP harmless from any claims, actions or proceedings by an Employee arising from deductions made by CP hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## **Article 5**

### **Remittance of Deductions**

**5.1 Collection.** CP agrees that it will deduct certain specified amounts each pay period from the wages of those Employees covered by this Agreement, who shall have given CP written authorization to make such deductions in a form which is acceptable to CP. The amounts so deducted will be remitted after each payroll to a bank or financial institution mutually agreed upon by CP and those Employees covered by this Agreement. CP shall not make deductions and shall not be responsible for remittance to the bank or financial institution of deductions from an Employee's wages for any pay period during which the Employee

has no earnings or during which the Employee's earnings are less than the amount authorized for deduction.

**5.2 Indemnification.** CP assumes no obligation, financial or otherwise, arising out of the provisions of this article. Once CP remits the withheld funds to the designated bank of financial institution, their disposition thereafter shall be the sole and exclusive responsibility of the Employee and the bank or financial institution.

## **Article 6**

### **Union Stewards**

**6.1** CP agrees to recognize two Union Stewards duly elected by and acting as an agent of the Union, who are authorized to receive complaints and process grievances through the grievance procedure during the Stewards normal working hours without loss of pay, provided that the Stewards first obtains the permission of the Director of Education to be away from their normal duties. Whenever possible, one of the two Stewards' will be an Assistant Teacher and the second Stewards will be a Teacher or Instructor. Permission to carry out such activities shall be subject to operating requirements but shall not be unreasonably withheld. Such duties of the Stewards or alternates shall not unreasonably interfere with CP's operations.

**6.2** The Union shall provide CP with a written statement designating such stewards and shall update such written statement whenever any changes shall occur. The Union Stewards are each entitled to a total of five (5) days off without pay per year for Union business not at the agency. CP will provide copies of all written communication to the Steward(s) and the Union Representative.

**6.3** Upon Union request, within thirty (30) days following a new Employee's start date, the Union Steward(s) will be given a thirty (30) minute period to meet with the new Employee for purposes of providing introductory information about the Union. This 30-minute period may be taken from the Employee's supervision time or other scheduled work time subject to the availability of adequate and balanced staffing.

## **Article 7**

### **Weingarten Rights**

If an Employee reasonably believes that an investigatory meeting with a Manager or external investigator could result in discipline or a change in working conditions, the Employee has the right to request the presence of a Union Representative or Steward at the meeting. The Employee will not be punished or retaliated against in any way for making such request.

## **Article 8**

### **Visitation**

A duly authorized representative of the Union will have reasonable access to CP's premises during the normal working hours of the Employees covered by this Agreement for the purposes of conferring with authorized representatives of CP or with the Union Stewards and/or Employees in connection with the administration of this Agreement or other human services oriented business as it relates to the specific operation of CP. Such visits with the Union's Stewards and/or Employees shall not interfere with the operations of CP. Whenever possible such Union Representative shall give advance notification of such visits and will arrange to visit before students begin school or after students have been dismissed. In any event, upon arrival, said Union Representative shall notify the CP Chief Executive Officer or designated representative of the Union Representative's presence. CP will make available upon request a space for the Union representative to visit with the Union Stewards and/or Employees. It is understood that visitation may be limited in accordance with emergency or governmental requirements applicable to other visitors. Remote 'visitation' shall be treated the same as in-person visitation under this Article with respect to non-interference of CP operations and advance notice and timing arrangements.

## **Article 9**

### **Bulletin Boards**

CP will make space available to the Union for a bulletin board in the teachers' room, provided that the use of such board shall be restricted to the posting of notices of meetings, social events and official business affairs of the Union. The Union Board is for Union business; Cutchins management will not post on the Union Board. A copy of all postings will be submitted to the Chief

Executive Officer or designee.

## **Article 10**

### **Union Meetings**

**10.1** Union membership meetings may be held at the agency subject to prior arrangement with and in the place designated by the Chief Executive Officer.

**10.2** Union meetings may be held at the agency once a month during working hours, upon reasonable request and subject to balanced and adequate staffing, to coincide with Milieu meetings. If Cutchins ceases its practice of holding Milieu meetings, Union meetings must be held before or after Employees' regular working hours.

**10.3** The UAW Local 2322 Representative may attend Union meetings subject to prior arrangement with and in the place designated by the Chief Executive Officer or their designee.

**10.4** Union meetings shall not interfere with agency operations. The Union meeting schedule will be posted on the Union Board by the Steward.

## **Article 11**

### **Labor/Management Committee**

**11.1** For the general purpose of facilitating helpful management/labor relations, a core group of representatives from the New Directions management team, the Stewards, the Union Representative, and interested Union membership will meet regularly, with the goal of meeting every six to eight (6-8) weeks but no less frequently than quarterly. Labor/Management meetings may occur more frequently if the parties agree that there is a particular issue to discuss. Meetings may be held before or after the Stewards' regular working hours, or during normal work hours if operations allow. The L/M Committee agrees to set a schedule of L/M meetings as long as there is an agenda provided at least two (2) business days prior to the meeting. If either party needs to cancel a Labor / Management meeting the party will provide as much notice as possible.

**11.2** Agenda items may include information sharing, clarification of

contractual issues, substantive matters of importance (e.g., changes in funding, renovations or reorganization of the physical plant, changes in work procedure, staff training, school operations, client issues, etc.) which pertain to the Northampton school component of the Agency. Any one of the core group members may elect to bring other person(s) (e.g., Chief Executive Officer, staff, Union Representative) to a scheduled meeting provided prior notification has been given to the other core group members.

## **Article 12**

### **Management Rights**

All management rights, functions, and authority of CP are retained by CP, except to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement. No such rights or authority shall be deemed abridged, waived or modified unless the waiver or modification is in writing and signed by CP. CP shall exercise all the authority, rights and powers it has or may hereafter assume without such exercise being made the subject of the grievance provisions of this Agreement.

## **Article 13**

### **Investigations**

When CP determines it necessary to suspend a bargaining unit employee during an investigation that suspension will be paid with accrued, unused personal, vacation and/or holiday time and booked as administrative leave. If an employee does not have any personal, vacation or holiday time available, the time out will be unpaid. If in the event the investigation clears the employee of any wrongdoing, they will be reimbursed any used, accrued personal, vacation or holiday time used. If an employee is returned to work with a requirement to be retrained and/or is given corrective action, Cutchins agrees to meet with the union and discuss a return to work agreement.

## **Article 14**

### **Leaves of Absence / Documentation**

It is understood that CP may require an Employee to provide reasonable documentation and/or to complete necessary paperwork in connection with a request for leave under this Agreement. Consistent with the law, leave approval may be

contingent upon the timely provision of required documentation / paperwork.

## **Article 15**

### **Discipline and Discharge**

**15.1** CP shall maintain its rights and authority to discipline or discharge Employees covered by this Agreement. Neither disciplinary action nor discharging of Employees will take place except for just cause.

**15.2** Copies of disciplinary action will be sent to the designated Union Representative. A copy may also be sent to the designated Union Stewards, at the request of the Employee.

**15.3** If an Employee has had no discipline of any kind for three (3) consecutive years, prior disciplinary notices will be removed from the Employee's personnel file, except for discipline pertaining to gross misconduct which shall remain.

**15.4** If a notice of verbal discipline or letter of discipline is modified or rescinded, CP agrees to remove the prior version from the Employee's personnel file. The original notice or letter need not be destroyed, but shall not be stored in the Employee's personnel file and shall be marked "void" or "modified", as applicable.

**15.5** Cutchins will endeavor to issue discipline within a reasonable period of time following management's awareness of the underlying incident or conduct that gives rise to the disciplinary action. The parties acknowledge, however, that discipline may in some instances be delayed by good faith factors such as delays attendant to an internal or external investigation process, new information coming to light, or by Employee or supervisory absence

## **Article 16**

### **Personnel References**

Only the Chief Executive Officer, or designee, is authorized to issue letters of reference or provide telephone reference checks for current or former Employees. CP will only provide (1) the Employee's date of hire, (2) job title, and (3) date of separation. Written releases will be required for any other information,

evaluation or opinion to be released.

## **Article 17**

### **Program (Cutchins) Responsibilities**

**17.1** Cutchins agrees that rules and policies should be reviewed with staff periodically and enforced fairly. It is management's responsibility to manage and oversee all staffing needs and ensure that there is adequate coverage. Cutchins agrees that it is responsible to provide adequate supervision and professional support. Supervision is a shared responsibility of management.

**17.2** Cutchins will provide and oversee all routine cleaning and special cleaning projects and maintenance. Cutchins agrees to hire professionals for all its buildings to ensure a clean, updated and safe work environment.

**17.3** Cutchins agrees to replace outdated text books, and update technology/incompatible software.

**17.4** Cutchins will adhere to all DESE legal requirements re: emergency planning, training, and drills.

**17.5** Substitutes: The parties agree on the desirability of having qualified substitutes / relief staff available. Cutchins will endeavor to create and maintain a list of available substitute / relief staff, and the parties will cooperate in good faith on the implementation, training and utilization of such staff.

**17.6** Pursuant to the requirements and exceptions set forth by OSHA and the Department of Public Health, if personal protective equipment (PPE) is required in the workplace (e.g., gloves, respirators) Cutchins will provide such PPE at no cost to the employee.

**17.7** Policy changes will be communicated timely to staff. CP is receptive to feedback and questions regarding such changes. When CP modifies treatment plans, CP will review and communicate to staff at the weekly meetings and place any changes in the binder.

**17.8** The Employer shall provide a lighted, clean, properly

ventilated and properly heated or cooled (if in the summer months) work area, in conformity with all applicable health and safety OSHA requirements. CP will continue to address heating and cooling at the Northampton campus through Labor/Management. CP shall continue to make every effort to ensure optimum working conditions.

## **Article 18**

### **Communicating Concerns and Complaints**

Cutchins Programs agrees to reply to all Concern Sheets that staff present. CP will specifically respond to the concern with a clear response.

## **Article 19**

### **Dignity and Respect**

All bargaining unit Employees and management Employees are entitled to be treated with dignity and respect at all times. Any alleged violations of the provisions of this Article may be grieved pursuant to the grievance procedure set forth at Article 42; however, the final step shall be at Step III. The Step III response shall be final and binding.

## **Article 20**

### **Job Descriptions**

**20.1** At the time an Employee is hired, they shall be provided with a job description for the position for which they are hired. Each job description shall convey the essential duties, responsibilities and requirements of the position. Given the nature of the agency's mission, the Agency and the Employees covered by this Agreement recognize and support the need for each Employee to remain flexible and responsive to the needs of the client population served. A copy of the job description for each position in the bargaining unit shall be appended to this Agreement.

**20.2** A job description for any new category in the bargaining unit, where there is not an existing job description, will be prepared by the supervisor(s) of the prospective Employee and submitted to the Union Committee for their review. The Union will be invited to submit written comments and alternative recommendations on the proposed new job description. In the event that there is significant disagreement between the job description developed by the



supervisor(s) and the Union Committee's recommendations, the Chief Executive Officer shall convene a meeting for the purpose of hearing all viewpoints before he/she makes a decision on the final job description. Upon the establishment of the job description for the new job category, CP and the Union shall meet to establish the base wage for the new job category.

**20.3** If there are to be any changes in the existing job description for those positions covered under this Agreement, the Chief Executive Officer shall notify the Union Stewards', in writing, and the Union shall be invited to submit written comments and alternative recommendations on the proposed changes to the Chief Executive Officer, within seven (7) calendar days. The Union shall also be invited to submit comments as to wage changes indicated, if any, for the proposed changes in the job descriptions. In the event that there is significant disagreement between the proposed job description and the Union Committee's recommendations, the Chief Executive Officer shall convene a meeting for the purpose of hearing all viewpoints before they make a decision on the final job description.

**20.4** CP does not expect union employees to do deep cleaning.

## **Article 21**

### **Background Records Check Policy**

Cutchins is committed to the protection of all persons who are associated with Cutchins including clients, staff, volunteers, interns, and guests. As required by the Department of Early Education & Care and the Department of Elementary and Secondary Education, Cutchins shall conduct criminal background checks of all employees, interns, volunteers and contractors (hereafter referred to generally as "candidates") regularly providing care or support services with the potential for unsupervised contact with children in our programs. Candidates will not be allowed to work unsupervised with children until the results of the background check are known. Continued employment is contingent on this clearance and a background record check shall be performed on all individuals subject to this record check every three (3) years following the initial check or as frequent as required by law or our funders. Employees are required to complete the fingerprint process (i.e. finger to glass), within two (2) weeks from the date of the letter. Please note that

other job positions may be subject to a Massachusetts Criminal Offender Record Information (CORI) check as required by applicable law or our funders.

Cutchins Programs will carry out the above requirements in a fair, consistent and non-discriminatory manner, complying with applicable state and federal laws.

If an Employee becomes the subject of a new criminal charge or abuse or neglect finding outside of their work at Cutchins, it is the Employee's responsibility to promptly disclose that information to the Cutchins' Human Resources Department.

## **Article 22 Confidentiality**

**22.1** All employees will observe professional ethics as well as state and federal legal requirements around client confidentiality. Any questions on the limits of sharing and/or dissemination of information about clients must be raised with the Chief Executive Officer. No client information can be released without a signed authorization form.

**22.2** In general, the following material is also confidential within the Agency: lists of clients served, donors, client based data and agency statistics, budgets, personnel files, and any information given to a staff person which is designated as confidential in nature.

## **Article 23 Evaluations**

**23.1** The evaluation of an Employee's job performance is a continuous process which is intended to be a method of increasing an Employee's competence and effectiveness.

**23.2 (a)** Initial Evaluations. At least one month prior to the conclusion of a new Employee's provisional period (initial 180 days of employment), the Employee shall be evaluated in written form by their supervisor. This evaluation shall be prepared no later than thirty (30) days following the Employee's completion of their provisional period. The supervisor shall present a draft of the supervisors evaluation to the designated Employee and meet with that Employee, not before the passing of two (2) days and no later

than five (5) working days, to discuss the draft evaluation fully with the Employee. Following this meeting the supervisor will present the final copy of the evaluation, which the Employee will sign. If they choose, the Employee may prepare a written response if in disagreement. Such a response will be placed in the Employee's personnel file attached to their supervisor's evaluation.

**(b) Annual Evaluations.** After an Employee obtains Regular Employee Status, they shall receive a written evaluation by their supervisor during the anniversary month of their employment. In advance of the annual evaluation, Employees will complete a self-evaluation, on a form created by the Employer and made available to the Employee at least one-month in advance of the annual evaluation. Time for completing the self-evaluation must be coordinated with the Employee's supervisor or Director of Education, and should not exceed a half hour.

The Employee's supervisor shall present a draft of the evaluation to the designated Employee and meet with that Employee, not before the passing of two (2) days and no later than five (5) working days, to discuss the draft evaluation fully with the Employee. Following this meeting the supervisor will present the final copy of the evaluation, which the Employee will sign. If the Employee chooses, the Employee may prepare a written response if in disagreement. Such a response will be placed in the Employee's personnel file attached to their supervisor's evaluation. If an Employee desires, they may request other Employees who have directly observed the Employee's work, to submit written evaluative observations of their work. These observations shall be submitted to the supervisor and they shall be placed in the Employee's personnel file along with the supervisor's evaluation and the Employee's response, if any.

**23.3** At the time of a Director of Education's or Milieu Coordinator's annual performance evaluations, the Teachers or Assistant Teachers who are supervised by that Coordinator will be invited to submit written comments regarding the job performance of that Coordinator on an evaluation form provided by the agency to the Coordinator's supervisor.

**23.4** The annual written evaluations shall remain confidential to the Employee and their supervisors and shall be released only

with the written consent of the Employee.

## **Article 24**

### **Personnel Files**

A confidential personnel record for each Employee shall be maintained by the Agency. This record shall contain employment applications, references, contracts, agreements, evaluations, correspondence, etc. Upon an Employee's request, during normal business hours, to the Chief Executive Officer, or designee, the agency will permit an Employee to inspect the contents of the agency's personnel file maintained for them. Each Employee may comment, in writing, upon the contents of this file. Such comments will be included as a part of the Agency's personnel file, but inclusion of such comments does not imply that the Agency agrees with the comments. Employees may request a copy of any material contained within this file; such copies shall be made available within five (5) business days of the employee's request. All material in the Agency's personnel file shall remain confidential within the Agency and will be released to parties outside of the Agency only with the written consent of the Employee or as required by law with advanced notice given to the Employee. Personnel files may also be made available to the Board of directors in the event of a grievance or disciplinary action.

## **Article 25**

### **Professional Development**

It is a primary policy of the Agency to promote and encourage competence in its Employees. Several modes to this end have been developed:

#### **A. Training Within the Agency**

##### **25.1 Ongoing**

The Agency will provide in-service training activities within the limits required by the Department of Elementary and Secondary Education. The Agency and the Employees covered under this Agreement shall also be responsible for designing, developing and implementing additional in-service training programs, under the direction and supervision of the Cutchins management team, within the practical limitations of time and funding. The Agency will make a reasonable effort to schedule in-service training sessions

during the regularly scheduled work hours of the majority of the Employees covered under this Agreement. The agency will make a good faith effort to post a training schedule that outlines trainings minimally one (1) month in advance. No Employee shall be required to attend a training or educational program scheduled during a time the Employee is not regularly scheduled to work unless the agency has given Employees a minimum of two weeks advance notice.

## **25.2 Orientation**

An orientation program will be provided by the Agency and attendance shall be required for all new Employees. Cutchins Programs will maintain the commitment to certifying new staff in De-escalation & Restraint Prevention and performance before being counted in the ratio. All new staff must pass the twelve (12) hour de-escalation training, attend restraint training, and shadow a full-time Employee(s) for a minimum of four (4) hours.

## **25.3 Other**

Cutchins will offer an annual training on conflict mediation and resolution, as well as training on emergency procedures and workplace violence prevention.

Updated library of resources and educational materials will be provided to the staff of New Directions School through hard copy and on line resources. Technology will be updated in order to access electronic resource material. Resources will periodically be updated and organized through staff meetings and committee proposals.

## **B. Training Outside the Agency**

The agency supports and encourages staff to attend training offered outside of the on-going in-service training program. Up to three (3) working days per calendar year may be authorized by the Program Director or Director of Education to attend such training. Teachers who attend a supervisor approved training on a day not normally scheduled as a work day (e.g., Saturday or Sunday), will have that day considered as a work day; the Employee must decide whether to A) take a compensatory day off during the work week during which the training falls, B) take a compensatory day off during the work week following the training event. Teacher Assistants who attend a supervisor approved

training on a day not normally scheduled as a work day will either have their hours rescheduled that same work week or be paid for those hours actually worked.

### **C. Tuition Reimbursement / Documentation**

The Agency will endeavor to pay all or a part of the costs of attending a conference whenever an Employee is presenting material relative to or reflective of the agency or acting as the agency's representative. Payment for such conferences must have the prior authorization of the Chief Executive Officer. Authorization is at the discretion of the Chief Executive Officer. For each of those staff who are required to accumulate Professional Development Points (PDP's) to maintain a professional certification which is required by their job description, the Agency will allot up to \$150.00 per year, non-cumulative, for their attendance at training events for which PDP's are awarded. Upon request, Cutchins will provide documentation verifying attendance at in-service trainings.

## **Article 26 Health and Safety**

The parties recognize that there are potential risks of workplace violence and injury while working at the school and they pledge to work cooperatively to identify and seek reasonable ways to reduce those risks, including attending required safety training sessions, provided by CP. Everyone's safety is a high priority at CP.

**26.1 Trauma Informed Care.** At Cutchins Programs for Children and Families, workplace violence prevention and safety is a high priority and it is part of the Trauma Informed Care Initiative. The workplace violence prevention program includes the following components: effective leadership towards organizational change, worksite analysis, hazard prevention and control, a health and safety training program, record keeping, and program evaluation processes. In addition to the policy, Employees are provided access to the Trauma Informed Care and Workplace Violence Prevention Program manual as well as training in the related policies and procedures in order to help the organization meet the workplace violence prevention goals.

**26.2 Reporting Safety Breaches.** Cutchins Program and the Employees covered under this Agreement recognize their

respective obligations to continue to maintain, in accordance with applicable local, state and federal laws, the safety and sanitary conditions which are necessary to protect and preserve the health and safety of Employees and clients. The Chief Executive Officer, or their designee, shall receive all health and safety concerns. If an Employee believes that a health and safety concern exists, they shall report it to the Chief Executive Officer, or their designee. The Agency shall respond to reports of health and safety concerns, in writing, within seven (7) calendar days to both the Union Steward and the Employee who reported the concern. The Agency shall maintain its vehicles in accordance with applicable laws and regulations.

**26.3 Safe Restraints.** In accordance with the current "Policy Regarding the Use of Physical Restraint," no Employee shall be expected to become involved in the restraint of a client unless they have reasonable confidence that the intervention will be safe for all parties involved.

**26.4 Employee Medical Care.** Whenever an Employee is injured during the course of their work hours, the Agency fully believes that the Employee should obtain medical care.

**26.5 Emergency Protocol.** CP and the Union acknowledge the possibility that Employees may be physically injured during the course of their work. Whenever an Employee requires immediate emergency medical care, they shall have the right to leave work and have the needed medical care. When medical care is desired or required by an Employee, but is not an emergency in nature, the Director of Education or the Program Director shall weigh the client population's needs and the medical needs of the Employee; as soon as it is deemed programmatically appropriate and feasible, the Employee shall have the right to leave work and obtain the necessary medical care. Such decisions shall not be capricious or arbitrary. In the event that an Employee must leave their duties to obtain medical care under this article, other school staff will provide necessary client coverage until a substitute can be acquired. An Employee who is injured at work must promptly report the incident to their supervisor or the Human Resources Department. The Employee must submit a written employee injury incident report to their supervisor or Human Resources Department within twenty-four (24) hours of the incident

**26.6 Workers Compensation.** Employees who are injured during the course of their work at the Agency and are deemed by the Director of Education or the Program Director to be in need of medical care during their regularly scheduled work hours shall be paid for the balance of those hours they were regularly scheduled to work on the day they were injured and shall not be required to use their accrued Sick Leave benefits to cover those un-worked hours. Employees who provide the Chief Executive Officer with a written doctor's statement which stipulates that the Employee cannot work due to injuries sustained while working at the Agency nor carry out any modified duties at the Agency, and who have completed the required paperwork for the Workers Compensation insurance, shall be paid (as discussed below) for any subsequent regularly scheduled work hours they miss due to said injuries. Until the Agency's Workers Compensation Insurance begins to cover the Employee's lost wages (as covered under the Workers Compensation policy in effect at the time of the injury) Employees will access their accrued sick leave benefits; provided, however, that if the injury is caused by a client and if paid time is available to the Employee through the general fund established by the Workers Compensation Article of this Agreement, such paid time will be applied before the Employee's sick leave benefits. An Employee who has insufficient accrued sick leave prior to an absence caused by a work injury will be advanced future sick leave. Each subsequent month fifty percent (50%) of their accrued leave will be applied to the period of time they were out of work and paid until the total number of hours they were absent is repaid. If the Employee is out of work for a length of time which results in the Workers Compensation Insurance covering lost wages back to the first day of lost wages, the Employee will reimburse the Agency the amount of wages previously paid for those days; at no time shall an Employee receive compensation from both the Agency and Workers Compensation.

**26.7 Staffing Shortages.** In the event that the school program is deemed by the Director of Education or Program Director, to be short of an adequate level of staffing, due to either a) staff vacancies and/or staff illness, or b) clients requiring additional staffing coverage, the routine procedures for acquiring substitutes and authorization for overtime shall be followed.

**26.8 Professional Judgement.** The Employees who are covered



under this Agreement shall exercise their professional judgment in taking appropriate actions in situations which could be directly physically hazardous to their own or client's health and safety.

## **Article 27**

### **Pay Period**

**27.1** Employees shall be paid on a bi-weekly basis, every other Friday, unless that Friday is an agency designated Holiday, in which case the Employees shall be paid on the preceding work day. Employees will be paid for those hours they actually worked and/or supervisor approved benefit leave time they have accrued and claimed during the two week pay period which preceded the pay day. Employees will be paid on the basis of the accurate and complete time sheets they have submitted by the stipulated deadline each two week pay period.

**27.2** If an Employee submits a time sheet after the stipulated deadline, they will receive a paycheck for the hours they were regularly scheduled to work during the prior two week pay period two (2) working days following the regularly scheduled pay day or two (2) working days following the submission of a complete and accurate time sheet, whichever is later, but in no instance shall an Employee be paid prior to their regularly scheduled pay day. If an Employee submits a time sheet after the stipulated deadline and that time sheet has overtime hours on it, and the Employee is eligible to be paid for overtime hours, the overtime hours on the late time sheet will be paid in the Employee's subsequent regular paycheck. If an employee submits a time sheet after the stipulated deadline and the Employee did not work all of their regularly scheduled work hours and/or does not have appropriate accrued benefit leave time to cover their un-worked hours, the Employee's subsequent pay check will be adjusted to reflect the overpayment.

## **Article 28**

### **Overtime Pay**

**28.1** Those Employees covered under this Agreement as Special Education Assistant Teachers are entitled to overtime premium pay as they are non-exempt Employees as defined by the Fair Labor Standards Act, as amended. Premium pay will be paid on the basis of time and one-half the Assistant Teacher's regular

straight-time hourly rate for those hours worked in excess of forty (40) hours in a work week. Premium pay for overtime shall not be pyramided or duplicated. Any hours worked beyond forty (40) hours per week must have the prior approval and authorization of the Employee's supervisor.

**28.2** In certain circumstances, a full or part time exempt Employee covered under this agreement may receive authorization to work additional hours in another Employee's job. This includes situations where a relief staff would have been hired but none was available or other situations where the agency determines that it is preferable to have a regular Employee work. In these cases, the exempt Employee will be paid their regular, straight time, hourly wage for this work. The specific, prior approval of the Program Director or the Chief Executive Officer is required for the Employee to be paid under this article.

**28.3** This article is not intended to compensate an exempt employee for doing any part of their regular job, including times when their own job requires them to assume additional burdens due to the absence of a co-worker.

## **Article 29**

### **Anti-Harassment Policy**

**29.1** Cutchins Programs for Children and Families, Inc. is committed to courteous and considerate treatment of its Employees at all times as an accepted standard of behavior. Consequently, the Agency is committed to a work environment that is free of tension caused by demeaning or harassing conduct including animosity engendered by inappropriate religious, racial or sexual conduct or comments.

This policy refers to, but is not limited to, harassment in the following areas: age, race, color, national origin, religion, gender, marital status, handicap, gender preference, sexual orientation, and veteran status. Harassment includes display or circulation of written materials or pictures degrading to either gender or to racial, ethnic or religious groups; and verbal abuse or insults directed at or made in the presence of members of a racial, ethnic or minority group.

**29.2** Sexual harassment shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or

condition of employment or as a basis for employment decisions; (b) such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

**29.3** Harassment also refers to behavior that is personally offensive, impairs morale, and interferes with the work effectiveness of Employees. Any harassment of Employees by other Employees will not be permitted, regardless of their working relationship. It is the obligation of each Employee of the Agency to report any conduct which violates these standards, whether the Employee is the victim or not, whether the perpetrator is a supervisor, manager, or staff member, and regardless of the sex of the perpetrator.

**29.4** In fulfilling their obligation to maintain a positive and productive work environment, managers and supervisors are expected to immediately halt any harassment of which they become aware by emphasizing the Agency's Anti-Harassment Policy and, when necessary, by more direct disciplinary action.

It is unlawful to retaliate against an Employee for filing a complaint of harassment or for cooperating in an investigation of a complaint for harassment.

After investigating, if it is found that an Employee knowingly filed a false allegation of harassment, that Employee may be subject to disciplinary action, up to and including termination.

## **Complaint Procedure**

Any violation should be promptly reported to:

- The Human Resources Coordinator; or
- Directly to the Chief Executive Officer

## **Contact Information:**

78 Pomeroy Terrace  
Northampton, MA 01060  
(413) 584-1310

The Chief Executive Officer, or designee, will immediately conduct a confidential investigation of any complaint, protecting the identity of the complaining party, witnesses, and the individual alleged to have violated the policy to the extent possible. A complaint made in good faith assures that the complainant shall be protected from any retaliatory action. If the complaint involves the Chief Executive Officer, the Employee may directly contact either the Chair of the Personnel Committee of the Board of Directors or the Board President.

Anyone found to have engaged in any type of harassment shall be subject to discipline, including warnings, written reprimands, unpaid suspensions, and/or immediate discharge.

The state and federal agencies that oversee employment discrimination enforcement are:

Massachusetts Commission Against Discrimination  
Springfield Office  
463 Dwight Street, Suite 315  
Springfield, MA 01103 (413) 739-2145

Equal Employment Opportunity Commission (EEOC)  
1801 L Street, NW  
Washington, DC 20507 (800) 669-EEOC

### **Article 30**

#### **Personal Work**

No Employee shall be required to perform personal services for the benefit of the Employee's supervisor or any other Employee.

### **Article 31**

#### **Political Activity**

Employees may engage in political activity as long as they do so as individuals and not as representatives of CP., Inc. (per Hatch Act 5U.S.C. 1501-1508) Campaigning, fund raising, and other partisan political activities must be conducted on the Employee's own time. Employees may not use the facilities or property of CP including offices, telephones, fax machines, computers, copy machines, vehicles, etc., for partisan political purposes. Also Employees may not affix any political campaign material or literature to Agency facilities, property, equipment or vehicles.

## **Article 32**

### **Conflict of Interest Policy**

No Employee shall use organization time, staff, clients, files, or funds in such a manner as to exact personal or monetary advantages.

## **Article 33**

### **Inclement Weather**

**33.1** As the school is never closed due to bad weather conditions, all Employees are expected to work their regularly scheduled hours with the exception of a one-hour late arrival due to a delayed opening as described in section 2. If, due to weather conditions, an employee expects to be late for work or does not believe that they can make it to work, they have the responsibility of notifying the Director of Education in advance of their being late or absent. Any work time missed, due to weather conditions, will either be rescheduled by the Employee, with their supervisor's approval, during the same work week or claim Personal or Vacation Leave benefits for those missed work hours.

**33.2** On those days that the Northampton Public Schools are closed or have a delayed opening due to snow/winter conditions, New Directions School will have a one (1) hour delay in opening. In order to maintain safe coverage of students during this one hour delay a minimum of five (5) school staff are required to report for work at their usual time. No later than October 15 of each year, the Union will give the school management a list of those school staff who will provide this necessary coverage. In the event of a one hour delayed opening at the New Directions School, Employees who are not scheduled to cover the delay, and who arrive for their regularly scheduled shift one hour late due to the delayed opening, will be paid the one hour of missed time without the application of accrued time.

**33.3** In the case of bad weather conditions or environmental events (e.g., earthquakes, tornados, floods, toxic spills, etc.), the Agency reserves the right to ask Employees to report to work at times other than when they are regularly scheduled to work or stay at work until they are relieved. If an Employee is aware that there are emergency personal reasons which cause them to determine that they cannot stay beyond regularly scheduled

hours, they will notify the Director of Education as soon as possible. Staff who are not exempt under the Fair Labor Standards Act shall be compensated at the rate of time and one-half their regular hourly rate for each hour they work in excess of forty (40) hours during a given work week. Staff who are classified as exempt under the Fair Labor Standards Act will have time added to their "flexible" vacation hours equaling the number of hours they worked in excess of forty (40) hours in a given work week.

## **Article 34**

### **Drug and Alcohol**

The use or possession of alcohol, marijuana, controlled substances and/or any other legal or illegal drugs, including paraphernalia at work or during work hours is prohibited. Reporting for work while "under the influence" is prohibited. Paraphernalia includes any object used for the dispensation, storage, or ingestion of drugs or alcohol. An employee must make CP aware of any lawfully prescribed medications that may affect the employee's ability to safely and effectively perform any essential job function.

It is the responsibility of every employee to report any violation of this policy to their supervisor.

## **Article 35**

### **Violence In The Workplace**

**35.1** Threats, threatening behavior, or acts of violence against Employees, consumers, visitors or guests of Cutchins Programs will not be tolerated. If you become aware of violent threats, please notify a member of the new Directions management team immediately.

**35.2** No Employee will be permitted to bring guns, knives or other items that could be used as weapons on to CP premises. Violations of this provision will lead to disciplinary action, up to and including termination. There are two exceptions to this:

1. From time to time, certain items may be brought to the program for use in curriculum activities (e.g. a kitchen knife). It is the responsibility of the staff member who brings in such an item to ensure that it is used only for the intended purpose.

2. Staff may, for their own convenience, have certain items (e.g. a pen knife). Such items may never be used as weapons and it is the owner's responsibility to ensure that such items are kept out of sight and not available to others.

**35.3** The Agency is sensitive to issues of domestic violence and the potential danger it poses to our Employees and the workplace. The Agency requests that Employees who hold or seek to obtain restraining orders against others who have threatened or committed violent acts against them, appraise their management team of any threats to the Employee's security or the security of others at the workplace. Management understands the sensitivity of this type of information, and will make every effort to protect the confidentiality and privacy of the person(s) involved.

## **Article 36**

### **Child Abuse/Neglect Reporting**

Employees must promptly report any serious incident involving a student, or any good faith suspicion of abuse or neglect, to their supervisor or to another member of the New Directions management team. Allegations of child abuse or neglect will be reported within 24 hours to the appropriate regulatory agency by a member of the management Team.

If an Employee becomes the subject of a new criminal charge or DCF finding outside of their work at Cutchins, it is the Employee's responsibility to promptly disclose that information to the Cutchins' management team.

## **Article 37**

### **Hour of Work**

**37.1** Assistant Teachers as non-exempt under the Fair Labor Standards Act work under a set daily schedule that totals forty (40) hours per week for full time Employees or totals a specified amount for part time Employees.

**37.2** Special Education and Regular Teachers, Instructors and Specialists as employees exempt under the Fair Labor Standards Act work under a general schedule that, at a minimum, averages eight (8) hours a day, forty (40) hours per week. Exempt part time employees work under a general schedule specified at the time of

hiring.

**37.3** An Employee shall be entitled to receive pay for time spent appearing in court if the court appearance is in connection with a work-related matter concerning a client or former client of the agency, and if the employee's appearance arises from the Employee's normal job duties. The Chief Executive Officer shall have the final say as to whether the appearance is 'work related' and arises from the Employee's normal job duties."

See Addendum MOU regarding Statement of Principles Regarding Teacher Scheduling, applicable through March 30, 2023, on page 79.

## **Article 38**

### **Driving**

**38.1** If while operating an agency vehicle or a personal vehicle for work purposes, an Employee is involved in an accident or receives a summons for a violation, including but not limited to a parking violation, the Employee must inform the Chief Executive Officer by the end of the next business day.

**38.2** If while operating an agency vehicle or a personal vehicle for work purposes, an employee receives a fine for a ticket, including but not limited to parking, the Employee may be held responsible for those costs by CP, in its discretion.

**38.3** Any Employee who performs driving services for CP, or who may perform driving services for CP, must notify the Chief Executive Officer by the end of the next business day if the Employee has their license to drive suspended or revoked in any state, or if the Employee is charged with driving while intoxicated or operating under the influence, regardless of whether the underlying incident occurred at work or not.

## **Article 39**

### **Affirmative Action, Non-Discrimination, Equal Opportunity Policies**

The CP and the Union will abide by all State and Federal laws relating to equal employment opportunities and shall not discriminate for or against any current or prospective Employee



because of race, age, gender, political affiliation, creed, color, national origin, union activities, sexual preference, parental status, marital status, gender identity, and veteran status or disability not related to job responsibilities and duties. CP shall develop an annual Affirmative Action Plan and make efforts to comply with its provisions and goals.

## **Article 40**

### **Provisional Period**

**40.1** The initial one hundred eighty (180) calendar days of employment shall be the provisional period for all new Employees. The regularly scheduled supervision time during this period shall be used for the purposes of orientation, training and review of the Employee's job performance. In the event that an Employee is absent with permission for 25% or more of the 180-day provisional period (i.e., 30 or more work days), the provisional period shall be extended by the amount of days of such absence.

**40.2** Provisional employees shall begin acquiring seniority effective their date of hire. They shall be entitled to use their sick leave for illness during the provisional period. At the successful completion of ninety (90) days of employment, flexible vacation benefits will be awarded retroactively for each full calendar month of employment. Fixed vacation will be paid for provisional Employees if they have been hired as of the deadlines specified in Article 59 (C) Vacation Benefit Article of this agreement.

**40.3** An orientation program will be provided by the Agency and attendance shall be required for all new employees.

**40.4** Employees dismissed during the provisional period shall receive a written statement detailing the reasons for their termination. If a provisional Employee's work performance is evaluated to be not satisfactory and they fail to bring their performance up to the standards and requirements of the Agency during the provisional period, the Employee may be dismissed.

## **Article 41**

### **Employee Fitness**

**41.1** If the Chief Executive Officer has reasonable cause to question whether an Employee is capable of performing the

essential functions of their job, the Chief Executive Officer, or designee will meet with the Employee to detail their questions and solicit the Employee's response. The Employee may propose to the Chief Executive Officer their ideas or options of what they consider to be reasonable accommodations to enable them to perform the essential functions of their job.

**41.2** If, after this meeting, the Chief Executive Officer continues to have questions as to whether the Employee is capable of performing the essential functions of their job, they may request that the Employee undergo a physical examination, at no economic cost to the Employee. The examination will be conducted solely for the purpose of determining whether the Employee, with reasonable accommodation, is capable of performing the essential functions of their job. The physician conducting the physical examination will be provided with a copy of the Employee's job description, which will include a list of the essential functions of the job. The examination will evaluate only those abilities needed to perform the essential functions of the job. The only information the physician will provide the agency is the physician's opinion as to whether the Employee is able or unable to perform the essential functions of their job. Any medical history of physical conditions that does not pertain to the Employee's present ability to perform should not be disclosed to the agency and should be kept confidential by the physician. The physician, upon concluding that the Employee is unable to perform the job, should convey that opinion, in writing, to the agency, with suggestions for accommodations.

**41.3** The Employee will be afforded the option of meeting with the Chief Executive Officer a second time in order to respond to the physician's evaluation and propose their ideas for reasonable accommodations. At no time will the agency be obligated, beyond the provisions of the ADA, to implement, in whole or in part, the Employee's suggestions or ideas for reasonable accommodations. If the Employee gives permission, the physician may inform the Agency of the specific reasons why the physician determined the Employee is unable to perform the essential functions of their job.

## **Article 42**

### **Seniority**

**42.1** Seniority is defined as the length of service with the Agency,

computed from the Employee's date of hire. Seniority will apply to the computation of eligibility of benefits pursuant to this Agreement where length of service is a factor. Employees who are on unpaid leave will not accrue seniority while on such leave.

**42.2** If a member of the bargaining unit leaves employment within the bargaining unit (to elsewhere in the agency or leaves the agency) and then subsequently is rehired to a position within the bargaining unit, they will be awarded seniority for the prior years of employment. Such discretion shall be based on: (a) the level of experience required by the position into which the Employee is being rehired, (b) the length of the Employee's prior service, (c) the length of the Employee's break in service, (d) the reason for the Employee's break in service, and (e) the impact that awarding seniority will have on other Employees in the unit. (They will not "recapture" any unused Sick Leave or Personal Leave they might have accrued at the time they had left).

**42.3** If a relief worker (substitute) is hired into a regular position within the bargaining unit, they will be awarded a year of seniority for each eighteen hundred (1800) hours of work as a relief worker.

### **Article 43**

#### **Reduction in Work Hours and Layoffs**

**43.1** If it is necessary to reduce the number of Employees covered under this Agreement and/or reduce the number of available work hours for Employees, CP and the Union agree that two values are most important: (1) the needs of the students as expressed in program design and curriculum decisions, and (2) job security for staff, based upon the seniority of Employees covered under this Agreement.

**43.2** For the purposes of this article seniority is defined as the length of service with the agency, computed from the Employee's date of hire. Employees who are on paid leave for any amount of time shall continue to accrue seniority. Employees who are on unpaid leave or laid off shall not lose, but shall not accrue seniority. If a UAW member leaves in good standing and returns to Cutchins all years' service will be considered. Years of service does not need to be continuous.

**43.3** In the event of a possible need for layoff and/or reduction in

work hours, the Union will be notified immediately and invited to submit, within ten (10) working days, reasonable alternatives prior to CP implementing such layoffs and/or reductions in work hours. CP and the Union will decide when and by whom affected Employees will be notified of the possibility of layoff(s). After considering the union's alternatives, if CP still determines it necessary to layoff and/or reduce the number of work hours for one or more Employees covered under this Agreement, CP will designate the programmatic element(s) to be impacted by the layoff and/or reduction in hours. In instances when more than one position performs the set of tasks and responsibilities of the designated programmatic element, the position occupied by the least senior Employee will be the one designated for layoff and/or reduction in hours.

**43.4** The term "programmatic element" as used in this Article refers to curriculum, behavioral, or other services delivered to students as part of the School program covered by this Agreement. Essentially, Special Education Teachers, Regular Education Teachers, Specialists, and Instructors each work in their own programmatic elements; Assistant Teachers, aside from the Interventionists, are treated as a group. The term "programmatic element" will not be capriciously or arbitrarily applied.

**43.5** The following process shall be used in the event of a layoff and/or reduction in work hours:

**(A)** All Employees in the bargaining unit shall be notified, in writing, of the impending layoff and/or reduction in work hours. This notification will stipulate the programmatic element(s) and/or position(s) to be impacted by the layoff and/or reduction in work hours and the current individual(s) performing the tasks and/or occupying the position(s) of the programmatic element(s) being targeted as well as the date the layoff and/or reduction in work hours is to take effect. Also included with the notice will be a listing, by order of seniority, of all school staff in two categories: 1. Special Education Teachers, Regular Education Teachers, Specialists and Instructors, and 2. Special Education Assistant Teachers.

For the purposes of preserving job security and programmatic

stability under the implementation of this article, the two job categories to be used in "bumping" will be as follows: 1. Special Education Teachers, Regular Education Teachers, Specialists and Instructors, and 2. Special Education Assistant Teachers.

**(B)** The individuals performing the programmatic element or occupying a position designated for layoff and/or reduction of work hours will have the right to "bump" into the position occupied by the least senior Employee in that Employee's job category for which the Employee doing the bumping has the required certification and skills. Employees will bump into positions within their own job category whenever possible. If the Employee doing the bumping is the least senior Employee in their job category or does not possess the certification or skills to bump into the positions of the less senior Employees in their job category, that Employee may then bump into the position held by the least senior Employee in the other job category for which the Employee doing the bumping has the required skills and certification. Bumping will also be governed by the following provisions:

1. If the position being bumped into requires certification and is currently occupied by an individual who is certified in that area, then bumping may occur only if the person doing the "bumping" holds current certification in that area.
2. If the position being bumped into requires certification and it is currently occupied by someone on a Department of Elementary and Secondary Education "waiver", then bumping may occur only if the person doing the "bumping" holds current certification in that area, or if the CP determines that the person doing the "bumping" possesses the qualifications, skills and abilities necessary to perform the position they wish to bump into and the person doing the "bumping" meets all of the conditions and requirements necessary for CP to obtain a waiver from the Department of Elementary and Secondary Education for that individual.
3. If the position being bumped into does not require certification, then bumping may occur if CP determines that the person doing the "bumping" possesses the qualifications, skills and abilities necessary to perform that position and/or programmatic element.

**4.** If an Employee is bumped from the Employee's position by a more senior Employee, the bumped Employee, in turn, has the right to bump into another bargaining unit position, occupied by someone less senior than they, as long as they adhere to the requirements of this article.

**5.** A maximum time period of two (2) working days is allowed for each of the decisions needed by CP and by individual Employees impacted by the above system during a period of "bumping".

**6.** No Employee may bump into another position occupied by an Employee who has more seniority than the Employee doing the bumping.

**7.** No Employee may bump into a position not covered under this Agreement.

**8.** The Agency's determination of an Employee's qualifications, skills and abilities relative to a position being "bumped into" shall not be capricious or arbitrary.

**43.6** Employees who are subject to layoff shall have the right to transfer into any position in the bargaining unit, which is vacant on the date the layoff is to take effect, as long as CP determines that the Employee possesses the ability, skills and qualifications to perform the duties of the specific vacant position and, if necessary, meets all of the conditions and requirements necessary for the CP to obtain a waiver from the Department of Elementary and Secondary Education.

**43.7** Every effort will be made to give Employees at least four (4) weeks' notice of any such layoff or reduction in work hours. CP will provide Employees who are designated for such layoff and/or reduction of work hours at least two (2) weeks' notice before the effective date of such action. Employees on lay-off will have the option of maintaining their medical, dental, and life insurance, subject to approval of the carrier, by assuming the full premium cost (plus 2% service fee as allowable under COBRA regulations).

## **Article 44**

### **Recall**

Regular Employees covered under this Agreement who are laid-off by their employer, will be placed on a recall list for up to two (2) years from the date they are effectively released, after which they shall have no recall rights. These Employees shall be recalled by bargaining unit seniority for new positions in the bargaining unit or positions that have become vacant in the bargaining unit for which they possess the basic ability and qualifications. Employees will be able to decline a recall to jobs in job classifications other than the one from which they were laid off and still remain on the recall list. No new Employee will be hired for a position covered by the Agreement until all Employees on the recall list qualified for that position have been recalled or decline the opening. Laid-off Employees covered under this clause shall be notified of recall by certified mail, return receipt requested, to their last address on record. An Employee's failure to accept or reject the job offer within seven (7) calendar days after receipt of such a letter shall terminate the Employee's right of recall. It will be the responsibility of the Employees placed on the recall list to keep CP informed of their current address. In the event that a long-term illness or other medical disability, verified by a physician prevents an Employee's acceptance or rejection of the job offer, such Employee will remain on the recall list at the top of the order. Declination of an offer to be reinstated in their original job classification during said two-year period shall satisfy CP's obligation under the recall provision.

## **Article 45**

### **Transfers and Promotions**

**45.1** CP and the Union agree that the timely filling of vacancies and new positions is in the best interest of the school's students and staff. Both parties agree in spirit and in principle to facilitate these hiring processes.

**45.2** CP shall inform Employees covered under this Agreement of all vacancies or new positions covered under this Agreement by posting written notice as soon as possible following the receipt of an Employee's resignation letter or the creation of a new position. Employees, who are covered under this Agreement at the time of the vacancy or creation of a new position and who desire to be

considered for any such vacancy or new position, must notify, in writing, the Director of Education of their interest in the position within seven (7) calendar days of the position being posted.

**45.3** If the Agency judges an Employee who is covered under this Agreement to be the most qualified of all applicants to perform the duties of the new position or vacancy, or an employee covered under this Agreement is judged by the agency to be equally qualified as the most qualified external candidate, the Agency will offer the Employee covered under this Agreement the position. If the Agency judges more than one current employee covered under this Agreement to be equally qualified to perform the duties of the new position or vacancy, the Agency will offer the position to the Employee who has the greatest seniority.

**45.4** In the event that there is a task or set of responsibilities which are posted and no current Employee applies for a transfer or promotion to fill this task or set of responsibilities, the agency retains its right to transfer or promote any current Employee covered under this Agreement to fill the task or set of responsibilities, if the agency judges an Employee to possess the qualifications, skills and abilities to fulfill the duties which are different from the Employee's current position. Such change of job responsibilities shall be preceded by ten (10) working days' notice to effected Employees during which time staff may propose alternative solutions to CP. Thirty (30) days' notice will be provided for a permanent change in schedule.

**45.5** In the event that there is a position which is posted and no qualified external candidate applies or no qualified current Employee applies for a transfer or promotion to fill this position, the Agency retains its right to transfer or promote any current Employee covered under this Agreement to fill the position if the Agency judges an Employee to possess the qualifications, skills and abilities to fulfill the duties which are different from the Employee's current position. Such change of job responsibilities shall be preceded by ten (10) working days' notice to effected Employees during which time staff may propose alternative solutions to CP.



## **Article 46**

### **Hiring Process**

**46.1** CP and the Union are committed to hiring the most qualified and competent candidates available for all of the employment positions at CP. Towards this end, both parties agree to the following:

**(a)** CP shall be responsible for advertising positions, establishing and monitoring the hiring process, conforming with all applicable State and Federal regulations on Affirmative Action and Equal Opportunity, and hiring all Employees covered under this Agreement. Both parties agree, in spirit and in principle, to facilitate the hiring process so that all positions are filled in a timely manner. Towards this end, CP shall inform all candidates who are applicants for those positions covered by this Agreement as to the status of their application in a timely manner. At that time, candidates for prospective employment shall be informed as to whether they are:

1. hired,
2. not hired, or
3. given the opportunity to withdraw or keep their candidacy active.

**(b)** For those positions covered under this Agreement, the Director of Education or Milieu Coordinator, shall conduct screening interviews and develop a list of finalist candidates. At least two (2) employees who are members of the bargaining unit covered under this Agreement shall be invited to review resumes, interview the finalist candidate(s) and make their recommendations known, in writing to the Director of Education or Milieu Coordinator. These interviews shall be conducted jointly by the Employees and shall be limited to no more than one (1) hour per candidate and shall be conducted during normal working hours. Written recommendations are to be submitted to the Educational or Milieu Coordinator as soon as possible, but preferably within 24 hours of the interview. The Program Director shall interview all finalist candidates, review the written recommendations of those Employees who conducted the interviews, review the recommendation of the Educational or Milieu Coordinator and make the Program Director's recommendation known to the Chief Executive Officer. The Chief Executive Officer shall hire the individual recommended by the

Program Director, unless there is significant disagreement among those who interviewed the candidate(s). In this case, the Chief Executive Officer shall convene a meeting and invite all those staff members who submitted written recommendations to attend in order to review all of the recommendations. If resolution of the disagreements is not achieved in this meeting, the Chief Executive Officer shall interview the finalist candidate(s), if they deem this necessary, and make a decision as to who shall be hired.

**46.2** Whenever CP is hiring a Director of Education or Chief Executive Officer, CP shall designate who is in charge of the hiring process. For the hiring of a Director of Education, at least two (2) Employees from the bargaining unit covered under this Agreement shall be invited to review resumes, interview finalist candidates and make their recommendations known, in writing, as soon as possible but preferably within 24 hours of the interview, to the individual(s) designated as in charge of the hiring process. For the hiring of a Chief Executive Officer, a maximum of two (2) Employees from the bargaining unit will be so involved. These interviews shall be conducted jointly by the employees and shall be limited to no more than one (1) hour per candidate and shall be conducted during working hours. Those Employees who conduct such interviews shall be invited to attend a meeting where all those individuals who conducted interviews of finalist candidates shall have the opportunity to discuss the strengths and weaknesses of each candidate. If all those individuals participating in this meeting are unanimous as to which candidate is best for the position, the individual(s) designated as responsible for hiring the individual for the position shall hire that candidate. If there is disagreement as to which of the candidates is best qualified for the position, CP shall decide which candidate shall be offered the position, but prior to offering the position, CP shall notify the Employees who participated in the hiring process. Should employees desire a meeting with those individuals who are designated as being responsible for the hiring decision, such a meeting will be arranged, but it shall not prohibit the hiring process from continuing.

**46.3** All Employees who interview finalist candidates must restrict their questions to those which are legally allowed and conform to the guidelines established by CP prior to the hiring interviews.

## **Article 47**

### **Grievance Procedure and Arbitration**

**47.1** The purpose of this Article is to establish a procedure for the settlement of grievances. A grievance shall be defined as any dispute arising between the parties involving the interpretation or application of the Agreement, including disputes related to wages, hours, working conditions, which cannot be resolved through informal discussion between the Employee and their supervisor and the Union Stewards, if requested by the Employee. The parties agree to attempt, in good faith, to resolve such disputes prior to initiating the grievance procedure. A Union representative may be invited by the employee to attend any or all of the Step meetings described below.

If during the grievance process there is an agreement to modify or rescind a letter or disciplinary notice contained in an Employee's personnel file, the older version will be removed from the file to avoid confusion.

CP will make every effort to inform Employees if an outside investigation may continue to put them at risk for disciplinary action outside the actions that management has taken in response to events.

Meetings for "Informal Discussions" preceding a grievance and grievance meetings at Step I, Step II, Step III and Step IV, as referenced in this Article, shall be scheduled at mutually convenient times. Generally, such meetings will occur on work time, meaning "normal business hours," so long as the scheduling would not result in a disruption of operations. The determination as to whether or not there would be a "disruption of operations" shall be at the discretion of management.

**47.2** If the grievance cannot be resolved in informal discussion, the grievance shall be undertaken in accordance with the following procedure:

**(a) STEP I:** The aggrieved Employee and their Union Steward and/or Union Representative first shall present the grievance, in writing, to the Director of Education or designee (or see Article 47.3) as soon as possible but no later than fourteen (14) calendar days following the event forming the basis of the grievance. The

written grievance shall specify the event, with applicable names, dates, times and a specific citation of the collective bargaining agreement, being grieved. In instances involving discipline, the fourteen (14) day period shall commence on the date the Union Stewards receives the written notice of discipline. The Director of Education or Milieu Coordinator will give their answer to the grievance within seven (7) calendar days after the grievance has been presented to them. Where good cause is shown, an additional period of time up to seven (7) calendar days may be added to the 14-day time period set forth in section 47.2(a) and 47.3. CP will not unreasonably withhold its agreement to such requested extension of time.

**(b) STEP II:** If the Step I answer is not satisfactory to the Employee, the grievance shall be referred, with the aggrieved Employee and the Union Steward and/or Union Representative providing a written, detailed statement as to why the response provided at Step 1 remains unsatisfactory and what outstanding, unresolved issues remain, to the Senior Director of Compliance and Operations, or designee within seven (7) calendar days after receipt of the answer at Step One or after the date when the answer should have been received if no answer is received. The grievance shall be taken up in a meeting between the Union Stewards and/or an authorized representative of the Union, the aggrieved Employee and the Program Director within seven (7) calendar days of such reference. The Program Director will give their answer, in writing, within seven (7) calendar days after the meeting.

**(c) STEP III:** If the Step II answer is not satisfactory, the grievance shall be referred, with the aggrieved Employee and the Union Steward and/or Union Representative providing a written, detailed statement as to why the response at Step II remains unsatisfactory and what outstanding, unresolved issues remain, to the Chief Executive Officer or designated representative within seven (7) calendar days after receipt of the answer at Step II, or after the date when the answer should have been received if no answer is received. The grievance shall be taken up in a meeting between the Union Stewards and/or an authorized representative of the Union, the aggrieved Employee and the Chief Executive Officer or their designated representative within seven (7) calendar days of such reference. The Chief Executive Officer or

designated representative will give their answer in writing within seven (7) calendar days after the meeting.

**(d) STEP IV:** If the Step III answer is not satisfactory, and the grievance does not concern clinical and/or programmatic issues, the grievance may be referred, in writing, to the Personnel Committee of the CP Board of Directors, within seven (7) calendar days after receipt of the answer at Step III, or after the date when the answer should have been received, if no answer is received. At the time Step IV is initiated, the grievant and the Union Stewards shall provide a written, detailed statement as to why the response at Step III remains unsatisfactory and what outstanding, unresolved issues remain. The Union Stewards and/or an authorized Union Representative, with the aggrieved Employee, shall meet with the Personnel Committee or its designated representatives within seven (7) calendar days of such reference. The Personnel Committee or its designated representatives shall give its/their answer, in writing, within seven (7) calendar days after the meeting.

**(e) STEP V:** If the Step IV answer is not satisfactory, and the grievance does not concern clinical and/or programmatic issues, the parties can call in a mediator to attempt to resolve the dispute within seven (7) calendar days after receipt of the answer at Step IV. In cases of discipline or discharge, this step may be skipped upon request of either side. The mediator shall have no authority to bind the parties to any settlement or to add to, subtract from, modify, change or alter any of the provisions of this Agreement.

**(f) STEP VI:** If the grievance is not settled in Step Five, and the grievance does not concern clinical and programmatic issues, the Union may submit the grievance to arbitration under the American Arbitration Association within twenty-one (21) calendar days after Step V. Any Arbitration hereunder shall be conducted in accordance with the rules then in effect of said Association applicable to labor arbitrations, subject to the provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, change, amend, modify, alter or disregard any of the terms or provisions of this Agreement or authority or power to award back pay or other settlement to be retroactive beyond the date on which the events forming the basis of the grievance occurred. The award of the arbitrator on any grievance properly

submitted to the arbitrator hereunder, if within the scope of the arbitrator authority and power, shall be final and binding upon CP, the Union and the Employee(s). The fees and other charges of the arbitration shall be equally divided between the parties. Each grievance shall be processed separately in any arbitration proceedings under this Article, except that grievances may be processed together in particular cases by prior mutual written agreement.

**47.3** The initial written grievance shall be presented to that person who was responsible for the action/decision being grieved. If the Director of Education's or Milieu Coordinator's action or decision is being grieved then the written grievance must be filed with the Director of Education or Milieu Coordinator, within fourteen (14) calendar days of the action/decision being grieved; if the grievance concerns an action or decision made by the Program Director or Chief Executive Officer, then the written grievance must be filed with the Program Director or Chief Executive Officer within fourteen (14) calendar days of the action/decision being grieved.

**47.4** The time limits provided for in this Article are conditions precedent for the filing and processing of grievances under this Article. Any such time limit may be extended in a particular case by mutual agreement provided such extension is set forth in writing and signed by the party for whose benefit the time limit is established. If it is not possible to refer the grievance to any step within the applicable time limits due to the absence of the appropriate representative of CP, the grievance may be referred to the next step. The failure of CP at any step to give its written answer to the grievance within the applicable time limits shall be deemed to be a denial of the grievance and shall qualify it to be referred to the next step. If a grievance is not referred by the Union to the next step in the grievance procedure within the applicable time limit, it shall be settled on the basis of the last answer given. If the grievant and/or the Union fail to meet within the specified and agreed upon timeframes, the grievance shall be settled on the basis of the last answer given by CP.

**47.5** If during the grievance process there is an agreement to modify a letter or disciplinary notice contained in an employee's personnel file, the older version will be removed from the file to

avoid confusion.

## **Article 48**

### **Jury Duty, Industrial Accident Board, Religious Services**

**48.1 Jury Duty.** CP shall compensate each regularly employed staff member covered by this Agreement their regular wages for the first three (3) days, or part thereof, of trial juror services. CP will pay the difference between the Employee's normal straight-time wages and the amount they receive from the court for the time they were absent for reasons of being selected as a juror or actually serving as a juror beyond three days. The CP will not pay for any time spent by an Employee who is serving jury duty when that time falls on a day that Employee is scheduled to be off. An Employee who seeks compensation from CP for their service as a trial juror must present the applicable juror service certificate to the Chief Executive Officer, or designee, within thirty (30) days after the termination of their term of juror service. Such certificate from an appropriate court official must show the date and time served and the amount of pay received in order for the Employee to be compensated. All of the employer's rights, duties and penalties as detailed in Chapter 234A of the Massachusetts General Laws shall be honored by the Union and Employees covered under this Agreement.

**48.2 Industrial Accident Board.** If an Employee is requested to appear before the Industrial Accident Board to testify before any of their proceedings, CP will pay the Employee's normal straight-time wages for all time the Employee is absent for this reason during their normally scheduled work day. To be eligible for payment under this article, the Employee shall notify their supervisor promptly after receipt of the notification to attend such hearings, must give at least twenty-four (24) hours' notice of intended absence and must furnish a written statement from the appropriate Board official showing the date and time present.

**48.3 Religious Services.** Employees covered under this Agreement may request that they be allowed to attend religious services (e.g., Good Friday, Yom Kipper, Rosh Hashanah, Ramadan, Kwanza, etc.) when these services are held during their normally scheduled work hours. To be eligible to utilize paid time off, including vacation time, the Employee shall notify their supervisor of the Employee's intention to attend said services at

least one week (1) prior to the services. CP shall permit the Employee to utilize paid time off for the religious holiday. If the Employee has no accrued paid time available, then the Employee may be granted unpaid leave to observe the holiday.

## **Article 49**

### **Employee Assistance Program (EAP)**

Cutchins will continue to offer an Employee Assistance Program (EAP), providing voluntary access to confidential counseling and other services. Information about the EAP program will be periodically provided to staff and also made available upon request to Human Resources.

## **Article 50**

### **Bereavement Leave**

**50.1** In the event an Employee wishes to take advantage of benefits under this policy, the Employee must contact the Manager of their unit as soon as possible after a covered death and discuss the nature of the loss and the amount of Bereavement Leave they believe they need to attend to the funeral and take care of other matters in connection with the death. The Manager will approve Bereavement Leave in the event of a death in the Employee's "immediate family," defined as follows: parent, sibling, spouse, domestic partner, child (including adopted child, step-child and child of domestic partner), foster parent/child, grandparent, grandchildren the Employee will be granted up to five (5) days leave with pay (normal straight-time wages).

If the Bereavement Leave is approved for a death of an Employee's aunt, uncle, parent-in-law (including the parents of a domestic partner) niece or nephew brother-in-law, sister-in-law, (including, brothers and sisters of domestic partner) the Employee will be granted up to three (3) days leave with pay (normal straight-time wages).

**50.2** If Bereavement Leave is approved for a death in an Employee's "immediate family," the Employee will be granted leave, with pay, equal to the Employee's normal straight-time wages for a period of time not to exceed the total number of hours the Employee was regularly scheduled to work during the seven



(7) consecutive calendar days following notification to their supervisor. This is the maximum amount of leave available. The actual amount of leave will depend on the circumstances. In limited situations, such as where the funeral is not scheduled to take place for several days and significant travel is required to attend the funeral, the Employee may request the Chief Executive Officer to authorize a brief delay of the commencement of Bereavement Leave, and the Employee's request will not be unreasonably denied.

**50.3** Bereavement Leave must be taken consecutively. An exception will be made, however, where an Employee is notified of the death of an immediate family member while the Employee is at work, and is unable to complete their shift that day, but the Employee has also requested a brief delay of the commencement of Bereavement Leave, as provided for above. In such circumstance, the Employee will be paid for the balance of those hours the Employee was regularly scheduled to work on the day the Employee is notified of the death, and such time will count towards the Employee's Bereavement Leave, even though there may be a brief delay in the resumption of Bereavement Leave thereafter.

**50.4** In the event of the death of some other person whom the employee considers to be as close as immediate family, the employee may request a period of unpaid leave, not to exceed the above durational parameters, from the Chief Executive Officer. The grant or denial of such leave is in the discretion of the Chief Executive Officer, but shall not be unreasonably denied if the deceased is determined to be as close as immediate family to the employee. If leave is granted, the employee may apply accrued vacation time, if any, to the leave period.

**50.5** CP reserves the right to require an employee to supply verification regarding their relationship to the deceased and proof of eligibility for leave.

## **Article 51**

### **Leave Without Pay**

**51.1** At the discretion of the Chief Executive Officer, an employee may be granted Leave Without Pay (LWOP). Generally, an Employee may request LWOP in an amount totaling one week of

leave for each six (6) full months of continuous employment, not to exceed a cumulative amount of eight (8) weeks over the course of the Employees employment. LWOP requests will be considered in accordance with the following general parameters:

- (a) Whenever possible, requests should be made in writing with at least four (4) weeks' notice;
- (b) Employees are expected to deplete accrued vacation, personal and holiday leave prior to requesting LWOP;
- (c) LWOP is not intended as a supplement to sick time to cover absences or tardiness when sick time has been exhausted;
- (d) LWOP is intended to be used in blocks of time of at least one week.

In extenuating circumstances, the Chief Executive Officer may approve a LWOP request that does not meet the above parameters. Provided, however, that if an Employee is asking the Chief Executive Officer to exercise the Chief Executive Officer's discretion and approve a LWOP request on short-notice to cover an absence or late arrival because the employee's sick time has been exhausted, such request will not be considered unless the employee produces a written explanation describing the extenuating circumstances warranting LWOP. Such writing should be submitted within two (2) days following the initial verbal request, with medical documentation included to the extent applicable. If the LWOP request is denied, discipline may result in connection with any unapproved absence taken.

Under no circumstances will LWOP be granted if it would seriously affect the Agency's services in an adverse manner.

No employment benefits will be paid or accrued during LWOP.

**51.2** Those members of the bargaining unit who are certified teachers are eligible for one sabbatical leave for each five (5) or more years of employment as a teacher at the Agency. Sabbatical Leave is not cumulative meaning that a staff member may have eligibility for only one sabbatical at a time. For instance, a teacher with ten years of service who has taken no prior sabbatical leave

is eligible for one sabbatical leave. Employment as a teacher at the Agency prior to the signing of this agreement may qualify a teacher for a maximum of one sabbatical leave.

Sabbatical leave may be for the fall and/or the spring semester(s). During any specific semester, only one (1) teacher may be on sabbatical leave. Other than the use of any flexible vacation time and personal time benefits, sabbatical leave will be treated as Leave Without Pay as described above.

Application for sabbatical leave is to be made, in writing, to the Chief Executive Officer at least three (3) months prior to the beginning of the requested leave. If more than one teacher applies for sabbatical leave during the same semester, the leave will be awarded to the teacher who submitted their written request first.

## **Article 52**

### **Domestic Violence Leave**

**52.1** Cutchins has a zero-tolerance policy against sexual assault, domestic violence, and stalking behavior. The parties recognize that abusive behavior, whether occurring within or outside the workplace, can undermine the integrity of the workplace.

**52.2** In accordance with M.G.L. c.149, sec 52e, all Employees, regardless of their eligibility for other leave, are eligible for up to fifteen (15) days of unpaid leave in any twelve-month period to address the consequences of abusive behavior, whether to themselves or family members.

**52.3** To be eligible for leave, an Employee (a) must not be the perpetrator of the abusive behavior, and (b) must be taking the leave from work to seek or obtain medical attention, victim services, or legal assistance; to secure housing; to obtain a protective order from a court; to appear in court before a grand jury; to meet with a district attorney or other law enforcement official; to attend child custody proceedings; or to address other issues directly related to the abusive behavior against the Employee or the Employee's family member.

**52.4** Except in cases of imminent danger, an Employee must provide reasonable advance notice of the need to take leave. If

an Employee takes leave due to imminent danger and cannot provide advance notice, the Employee must notify Cutchins within three (3) workdays.

**52.5** Employees may be requested to provide documentation after returning to work verifying that the Employee or a family member has been a victim of abusive behavior and that the leave was taken to address issues directly related to the abusive behavior. Employees shall be given a reasonable period to provide such documentation.

## **Article 53**

### **Family and Medical Leave**

**53.1** All regular full-time and regular part-time Employees who have been employed at the Agency for a minimum of twelve (12) months and who have performed at least 1,040 hours of service during the previous twelve (12) months will be eligible to take up to twelve (12) weeks of unpaid family and medical leave during any given twelve (12) month period. This 12-month period is a “rolling” period measured backward from the date an Employee uses any FMLA.

**53.2** In order to receive family and medical leave, an Employee must provide the Chief Executive Officer with written notification at least thirty (30) days in advance, when it is foreseeable, and project the duration of the leave. When the leave involves planned medical treatment, the Employee is required to reasonably adjust the time of the leave so as to not unduly disrupt the operations of the Agency.

**53.3** All eligible Employees have the right to apply Family Medical Leave, without pay or benefits, for the following circumstances:

**A.** The birth and care for the Employee's newborn child. The Employee must conclude their leave within 12 months following the birth of the child.

**B.** The placement of a child for adoption or foster care. The Employee must conclude their leave within 12 months following the placement of the child.

**C.** The care for an immediate family member (spouse,

domestic partner (as defined by agency's Domestic Partner Affidavit), child under 18, child over 18 who is a legal dependent, or parent). Intermittent leave and reduced leave schedules will be made available for those Employees seeking leave to care for a primary dependent with a serious health condition. A reduced leave schedule may either be used to reduce the number of hours per work week or work day.

**D.** The inability of an Employee to perform their normal work duties due to a serious health condition. A serious health condition is an illness, injury, impairment or physical or mental condition where: A) inpatient care is required, B) a person is incapacitated from daily activities for more than three calendar days and is continually treated by a health care provider, or C) the continued treatment by a health care professional for a chronic or long-term health condition or when prenatal care is required.) Intermittent leave and reduced-leave schedules will be made available for those employees seeking leave for serious health conditions.

**53.4** While on family and medical leave, the Agency may require, or an Employee may request, to utilize benefits they have accrued for any portion of the leave period. Family Medical Leave not covered by accrued benefits (sick, personal, vacation) runs concurrently with Leave Without Pay as described in Article 41.

**53.5** When a couple are both employed by the Agency, both members of the couple are entitled to a combined total of 24 weeks leave for the birth or placement of a child, or to care for a sick parent. This limitation does not apply if the leave is for personal illness, or the care of a sick child or a partner.

**53.6** While on family and medical leave, the Agency will protect the employment and benefits of the Employee. Employees on such leave will be restored to the same or equivalent position at the same pay, benefits, and terms and conditions of employment. With the exception of health care benefits, the accrual of all seniority and employment benefits will freeze until the Employee returns from leave. An Employee is not entitled to be restored to any right, benefit, or position of employment other than any right, benefit, or position the Employee was entitled to prior to their leave. (For example, if a layoff occurs while an Employee is on

leave and the Employee would have lost their employment had the Employee been working, the Employee is not entitled to be restored to their job.)

**53.7** Health care coverage under the Agency's group health plan will be maintained for the Employee on family and medical leave for the duration of the leave. If the Employee is paying a portion of their health insurance premium, the Employee will continue to pay the same proportion during their leave. In situations where the Employee fails to return to work for reasons other than: (A) the continuation, recurrence, or onset of a serious health condition, or (B) other circumstances beyond the control of the Employee, the Employee will repay the Agency for the full cost of premiums paid for their health care benefits during the leave.

**53.8** When an Employee's request for leave relates to a serious medical condition concerning themselves or family members, the Agency may require proper certification from a health care provider. Such certification may be required when the employee requests the leave, the Employee looks to resume working if the leave was for the Employee's illness, and when the employee is unable to return to work due to the continuation, recurrence or onset of the serious medical condition.

**53.9** When an Employee initially requests leave for a serious health condition, the Agency may require the Employee to obtain a second opinion, at the Agency's expense. The Agency may choose the health care provider for the second opinion, provided that the health care provider is not regularly employed by the Agency. In the event that there is a dispute between the first and second medical certifications, a third certification will be performed which will be deemed binding on both parties. The third health care provider will be jointly approved and designated by the Agency and the employee.

**53.10** Cutchins recognizes that in certain circumstances a disabled employee may require a limited period of additional unpaid medical leave as a 'reasonable accommodation.' The Chief Executive Officer, or designee, will assess requests for such accommodation on a case-by case basis.

**53.11** Service-member FMLA Leave. Pursuant to the 2008

amendments to the FMLA, an eligible Employee may also be able to take FMLA leave in connection with certain situations related to military service: (a) and eligible Employee may take up to 26 weeks of leave during a single 12-month period to care for a covered family member who has suffered a qualifying injury or illness in the line of active duty in the Armed Forces; and (b) and eligible Employee may take up to twelve (12) weeks of leave during a twelve (12)–month period in connection with a “qualifying exigency” arising out of a covered family member’s active duty or call to active duty in the Armed Forces in support of a contingency plan. The foregoing language is not intended to create any additional rights or obligations beyond those set forth in the 2008 FMLA regulatory amendments.

## **Article 54**

### **The MA Pregnant Workers Fairness Act**

In accordance with M.G.L. c. 151B, §4, The Pregnant Workers Fairness Act (“the Act”), CP does not discriminate against an employee due to pregnancy or a condition related to pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child.

Any pregnant employee or pregnant prospective employee, or an employee or prospective employee with a pregnancy related condition, may request accommodations in order to accomplish the essential functions of their job. Upon the request of an accommodation from the employee or prospective employee, CP will engage in a timely, good faith and interactive process to determine what reasonable accommodation may be made, absent undue hardship, to enable the employee to perform the essential functions of the position.

The act defines some reasonable accommodations as:

- More frequent or longer paid or unpaid breaks
- Time off to recover from childbirth with or without pay
- Offering or modifying seating or equipment
- Job restructuring
- Light duty
- Private non-bathroom space for expressing breast milk
- Assistance with manual labor and
- Modified work schedule

## **Article 55**

### **Nursing Breaks**

Employees who have returned to work after the birth of a child and who are nursing mothers will be allowed to take breaks during the workday in order to express milk. Employees who are taking nursing breaks in order to express milk must review with their supervisor their estimated schedule for these breaks. Non-exempt employees must also notify their supervisor both when they are leaving their workstation to begin their nursing break and when they return to work at the end of their nursing break. If the non-exempt employee requires a nursing break longer than 20 minutes, the time spent on nursing break will be unpaid.

## **Article 56**

### **Paid Family and Medical Leave- Massachusetts Law**

It is anticipated that paid leave will become available to eligible Employees in 2021, through the Massachusetts Family and Medical Leave Law, G.L. c. 175M (PFML). Employees shall not be discriminated against or treated less favorably than non-union employees for purposes of the PFML including in the calculation and withholding of PFML payroll deductions. The employer will make PFML payroll deductions to the full extent permitted by law.

## **Article 57**

### **Parental Leave**

A full-time employee who has successfully completed their provisional period, but who is not eligible for FMLA leave because, for example, the employee has less than one year of consecutive service with CP, shall be eligible for eight (8) weeks of unpaid parental leave. Such leave may be taken for the purpose of giving birth or for adopting a child under the age of eighteen, or for adopting a child under the age of twenty-three if the child is mentally or physically disabled. Parental leave under this section shall normally commence upon birth or legal adoption of a child. Use of any accrued vacation, holiday, and sick time may be applied during unpaid leave.

An employee requesting parental leave must give at least two (2) weeks' notice of their anticipated date of departure and intention to return. Upon completion of the leave, the employee shall be restored to their previous position, or similar position with the



same status, pay, and seniority, as of the date of their leave.

The rights and benefits provided in this Article are intended to be consistent with and no greater than the rights and benefits afforded under M.G.L. Ch. 149 Section 105D, except that both male and female employees shall be treated equally.

## **Article 58**

### **Military Leave**

Any Employee covered under this Agreement who has completed their provisional period and who participates in annual military training duty as a member of the Armed Forces Reserves or the National Guard will be entitled to Military Leave for a period of up to seventeen (17) calendar days per calendar year. If military pay is less than the Employee's normal weekly wages, calculated on the basis of his/her normal week, C.P.C.F. will pay the difference. All pay and allowances shall be included in determining military duty pay. To be eligible for payment under this article, the employee shall notify their supervisor promptly after receipt of his/her orders to annual military training duty and must furnish a written statement from their commanding officer showing the dates of such duty and the amount of pay and allowances received.

## **Article 59**

### **Vacation Benefit**

**59.1** Fixed Vacation Leave Benefits: All Employees covered under this Agreement who work sixteen (16) hours or more per week will receive the following vacation benefit:

**A.** Christmas Vacation Period: Between December 24, if that is a regularly scheduled work day, and New Years Day, Employees covered under this Agreement will receive either four (4) or five (5) vacation days, depending upon what day of the week the Christmas and New Years holidays fall in a given year.

**B.** Spring Vacation Week: Staff covered under this Agreement will receive either four (4) or five (5) days of vacation (depending upon whether the scheduled week includes a holiday), to be scheduled by the Agency, in either March or April.

**C. Other Fixed Vacation:** Additionally, when the annual school calendar is generated, the agency will designate the following as fixed vacation leave for all staff covered under this Agreement:

- four days during the week of the President's Day Holiday,
- one week during the summer term (depending on the needs of the students doing off grounds placements, a limited number of staff, determined by the Agency, may be required to work during the week during the summer term when the school is on vacation. In this case, those staff will be assigned a week of fixed vacation during the period between Labor Day and Thanksgiving.)
- one day on the Friday prior to Indigenous Peoples day (Columbus Day) Holiday.

**59.2 June / September Fixed Vacation:** The Agency will determine and designate three (3) "fixed vacation days" for Assistant Teachers during the month of June each year and three (3) fixed vacation days during the planning week at the end of the summer.

**59.3 Summer Vacation:** In an effort to have the school program's teachers have a "summer vacation" like their public school colleagues, the teachers and the Agency are committed to providing a creative and educationally valuable alternative program for students during the summer which will allow teachers to take three weeks of vacation. As long as the Agency deems the nine (9) week alternative summer school program to be of the nature and quality of meeting the educational goals of the student population, Special Education Teachers, Regular Education Teachers, "Waivered" Teachers (both Regular and Special Education), Specialists and Instructors will receive three (3) weeks of vacation:

**A. Three Week Blocks / Assignment:** During the nine-week summer term, there will be three, three-week blocks available for Teacher's vacations. The Director of Education will assign Teachers to one of the three blocks for their vacation based upon:

(1) the needs of the program for balance and continuity,

(2) individual preferences communicated, in writing, to the Director of Education by the preceding April 1st.

**B. Eligibility:** In order to access the three-week summer vacation, Teachers must have been hired by the preceding April 1st and work two (2) of the three-week summer term blocks (see 50.3.G).

**C. July 4 Block:** Teachers taking the week during which the 4th of July holiday falls will have their holiday hours converted to "flexible" vacation hours.

**D. Vocational Instructors:** Given the reliance of the summer program on vocational opportunities for students, the Vocational Instructors will take their three-week summer vacation during the period of time between Labor Day and Thanksgiving Day, but not during the nine-week summer term or during the planning days preceding or following the summer term.

**E. Planning Periods / Coverage:** Given the different structure and focus of the summer program and the summer vacation schedule for Teachers, all school staff will have fewer planning periods during the days they work and will spend more time in direct care coverage.

**F. Program Termination:** In the event that the Agency judges, after working diligently with the school staff to make the summer program a successful educational experience for the students, that the alternative summer school program is no longer viable to support the "summer vacation plan for teachers", it will give the Union ninety (90) calendar days' notice that it has decided to terminate and agree to renegotiate the Vacation article of this Agreement.

Until a negotiated Agreement is reached, all school staff covered under this Agreement are guaranteed to continue receiving the four (4) weeks of "fixed" vacation weeks detailed in Article 50.1 and 2. Teachers and Instructors, who had previously received a three week summer vacation, will: 1) have 5 days of fixed summer vacation, to be assigned by seniority, 2) accrue Personal

Leave at the rates of two (2) hours per month, 3) accrue flexible vacation leave at the following rates: 2 hours per month for those in their first year of employment; 2.75 hours per month for those in their second year of employment; 3.5 hours per month for those in their third year of employment, and 4 hours per month for those in their fourth or greater year(s) of employment, and 4) have 2 additional fixed vacation days (by reducing planning days) scheduled by the Agency.

**G. Additional Time off:** During the nine-week summer term, those fully licensed teachers who act as a 'primary' during one of the three week blocks may elect to take another three week block off in addition to their three week fixed vacation. Teachers taking this time will either use accrued vacation leave or will apply to the Chief Executive Officer who will grant Leave Without Pay. In order to be eligible for this additional summer time off, a teacher must have worked for the agency for a period of at least one year and notify the Director of Education of their intention to take this time off no later than the preceding April 1."

#### **59.4 Flexible Vacation Leave Benefits:**

**A. Accrual:** In addition to the above fixed vacation leave benefits; school staff will accrue 'flexible' vacation benefits at the following bi-weekly rates per full-time position:

	Teachers Instructors Specialists	Assistant Teachers
1 <sup>st</sup> Year	.58 hrs./bi-weekly (1.25 hrs./mo.)	.58 hrs./bi-weekly (1.25 hrs./mo.)
2 <sup>nd</sup> Year	.69 hrs./bi-weekly (1.5 hrs./mo.)	.92 hrs./bi-weekly (2.0 hrs./mo.)
3 <sup>rd</sup> Year and thereafter	.92 hrs. bi-weekly (2.0 hrs./mo.)	1.23 hrs./bi-weekly (2.666 hrs./mo.)

An Employee having longer than one year of service at the agency will be advanced their yearly flexible vacation leave allotment on July 1 if in the preceding fiscal year the Employee has not received any discipline or unsatisfactory ratings in their annual performance evaluation related to the misuse of accrued benefits, work attendance or tardiness. Any Employee who uses

advanced flexible vacation time and who separates, voluntarily or involuntarily, from employment prior to earning the flexible vacation leave shall repay the deficit to the Agency. Employees hereby authorize the Agency to deduct any such deficits from their final paycheck.

If an Employee uses less than eighty (80) hours of sick time in a year, measured from the Employee's weekly time sheet, said Employee shall be awarded one (1) additional flexible vacation day to be accrued bi-weekly in the following year; if an Employee uses less than forty (40) hours of sick time in a year, measured from the Employees weekly time sheet, said Employee shall be awarded two (2) additional flexible vacation days to be accrued bi-weekly in the following year.

**B. Requests:** To be eligible for payment of "flexible" vacation leave, the Employee must submit a request, in writing, to their supervisor at least one (1) calendar week prior to taking one (1) day of vacation and at least two (2) calendar weeks before more than one day is requested. Such written request shall indicate that the Employee's personnel records have been reviewed and that adequate vacation leave has been accrued to cover the period being requested. All vacations must be planned with and approved by the Employee's supervisor in advance of the employee taking such leave in order to insure adequate and balanced staffing. Before the Employee's vacation leave, the Employee, in conjunction with the supervisor, is responsible for arranging adequate continuity of planning and dissemination of information. Vacation leave pay will be based upon the Employee's regular straight-time hourly rate.

**C. Accrual Cap:** Employees may accumulate "flexible" vacation leave up to a maximum of 160 hours.

**D. Summer:** During the summer term, those positions eligible for the three week fixed vacation in the summer are generally not eligible to take flexible vacation time due to the needs for adequate and balanced staffing (see 50.3.G). Exceptions may be made to this policy using the following guidelines:

- Exceptions may be granted only for extraordinary purposes, the scheduling of which the staff member has no

control (e.g. family wedding).

- Only one of the affected group of staff may use flexible vacation benefits on any given day in the summer.
- A staff person may not take flexible vacation during the summer term for any two years in a row.
- A staff member may take only a maximum of two days (in a row) during the summer term.

**59.5 Waivered Teachers:** Individuals who are hired into Teacher positions, both Special Education Teachers and Regular Education Teachers, who do not hold the requisite required Massachusetts Special Education certification or the requisite required Massachusetts Regular Education certification, will receive the vacation benefits detailed in this article for Teacher Assistants, from the date they are hired until the first day of the month following the date the Agency's Chief Executive Officer receives all required documentation for submission to the Department of Elementary and Secondary Education for a waiver.

Effective the first day of the month following the date the Chief Executive Officer receives all of the required documentation for a waiver application, the "Waivered" Teacher will be eligible to receive the vacation benefits detailed for a Teacher. At any subsequent point in time that a "Waivered" Teacher fails to meet the stipulated requirements in maintaining their approved waiver status, the Chief Executive Officer shall return that Teacher's vacation benefits to those of an Assistant Teacher.

**59.6 Work in Lieu of Summer Vacation:** Teachers, who are eligible for the three weeks of summer vacation, will not be given the option of working during the summer term for additional compensation.

## **Article 60**

### **Personal Leave Benefit**

Each regular, full time Employee covered under this Agreement will accrue sixteen (16) hours of Personal Leave at the bi-weekly rate of .62 hrs. (16 hours annually). Employees who work 16 to 39 hours per week will receive pro-rated Personal Leave. Personal Leave may be used separately or together. Personal Leave may not be carried for more than one (1) year after being

accrued; in other words, a maximum of 32 hours may be accumulated at any one time. An Employee is expected to provide their supervisor with as much prior notification as is reasonably possible prior to taking such leave. Upon termination of employment, payment will not be made in lieu of unused personal leave.

## **Article 61**

### **Small Necessities Leave Act**

Pursuant to Small Necessities Leave Act (SNLA), employees who are eligible to take FMLA leave (e.g. employees with at least one year of service with CP and who have worked at least 1250 hours in the previous twelve (12) months) are also entitled to take up to twenty-four (24) hours of unpaid leave per year, calculated on a rolling basis, in order to:

- Participate in school activities directly related to the educational advancement of a son or a daughter of the employee, such as parent-teacher conference or interviewing for a new school;
- Accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations;
- Accompany an elderly relative (i.e., at least age 60) of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

The twenty-four (24) hours of leave may be taken on an intermittent basis, in minimum increments of one-hour. An employee is required to provide their supervisor with at least seven (7) days' notice of the need for the leave if the leave is foreseeable. If the necessity for the leave is not foreseeable, the employee is required to provide notice of the leave as soon as practicable. An employee taking SNLA leave may elect, or CP may require, that the employee apply accrued benefit time to the leave. The rights and benefits provided in this Article are intended to be consistent with and no greater than the rights and benefits afforded under M.G.L. c.149, sec. 52D.

## **Article 62**

### **Sick Time**

Though the ratification of this contract includes a sick time reduction from 120 to 64 hours per year (a reduction of 56 hours) over the life of the contract, CPCF has decided to allow 88 hours in the first year of the contract. Since \_\_\_\_ pay periods have already passed before the signing of the contract, CPCF is allowing bi-weekly employees to keep the sick time accruals that they have already earned during the first 12 periods. This is worth approximately, an additional \_\_\_\_ hours. Employees who were advanced their sick time will have their advance reduced only by \_\_\_\_ hours, rather than 56 hours in order to assure that those that are calculated bi-weekly earn exactly the amount of those who were advanced time for the fiscal year. Then in this first year of the contract, everyone will have received 88 hours of sick time versus the proposed 56 hours. All hours are pro-rated for part-time employees.

**62.1** All employees covered under this agreement become eligible for sick benefits starting on the first of the month following the effective hire date. Paid sick benefit shall be accrued at sixty-four (64) hours per year at the rate of 2.46 hours per bi-weekly pay period. Regular part-time employees shall accrue sick benefit on a prorated basis. These credits may accrue to a maximum of 520 hours of sick benefits for a full-time employee and a prorated amount for employees working less than full-time.

Notwithstanding the foregoing, new employees in their first three months of employment may borrow up to 30 hours of sick time benefit, even if they have not accrued enough hours to cover the necessary leave. Thereafter, normal accrual rates (to be paid at 2.46 hours per bi-weekly pay period) will resume beginning in the fourth month of employment.

**62.2** Accrued Sick Leave may be used for the absence from duty of any employee due to:

- the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical or dental care.



- to care for the employee's child, spouse/domestic partner, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care,
- professional medical diagnosis or care, or preventative medical or dental care.to attend a routine medical appointment or a routine medical appointment for the employee's child, spouse/domestic partner, parent, or parent of spouse.
- to address the psychological, physical or legal effects of domestic violence.
- to travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.
- In order to be entitled to be paid sick leave, an employee must notify their supervisor as soon as possible prior to the start of their scheduled shift that they will be absent on that day, unless their failure to give such notice is for reasons beyond their control, in which case they shall notify their supervisor as soon as possible thereafter. Employees shall give sufficient notice so that a substitute can be found prior to the beginning of their shift. An employee shall furnish reasonable evidence of any illness or disability acceptable to Cutchins Program, if Cutchins Program has good cause for such request.

In accordance with M.G.L. c. 149 §§ 148C & 148D (MA Sick Leave Law) CP can require written documentation if:

- (1) the employee is absent from work for more than 24 consecutively scheduled work hours;
- (2) the employee is absent for three consecutively scheduled work days;
- (3) the employee's absence occurs within two weeks prior to an employee's final scheduled day of work before termination of employment, except in the case of temporary workers; or the employee's absence occurs
- (4) the employee's absence occurs after four unscheduled and undocumented absences within a three-month period.

**62.3** In the event of job-related stress, an employee may request

sick leave after consulting with their supervisor and developing a plan for resolving the source(s) causing stress. If job-related stress is judged by Cutchins Program to be severe enough to interfere with an employee's ability to perform their job, a manager may request and schedule an employee to take such leave, after consulting with the employee and developing a plan for resolving the source(s) causing the stress. CP will post and make available the EAP (Employee Assistance Program).

**62.4** Payments shall not be made in lieu of unused Sick Benefit.

**62.5** Whenever an employee is receiving income under a disability insurance plan, the employee may elect to use their accrued sick benefit to cover the difference between the amount of their disability income benefits and their regular rate of pay. At no time may an employee access sick benefits, in combination with disability insurance income, so that they are receiving greater than 100% of their regular rate of pay.

**62.6** Accrued Sick Benefit to be listed on bi-weekly benefit statements.

### **Article 63**

#### **Holiday Benefit**

**63.1** All Employees covered under this Agreement will receive holiday pay for each of the following holidays as they are observed during each calendar year: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Indigenous Peoples Day (Columbus Day), Veterans' Day, Thanksgiving Day, Day following Thanksgiving, and Christmas Day.

**63.2** For each of the days observed as a paid holiday under this Agreement, a regular full-time Employee will receive eight (8) hours holiday pay, equal to the Employee's regular straight-time hourly rate of pay. Regular part-time Employees will receive holiday leave on a prorated basis.

**63.3** When a holiday falls on a Saturday, it will be celebrated on the preceding Friday and when the holiday falls on a Sunday, it will be observed on the following Monday.

**63.4** On the day before Thanksgiving, and the day of the Holiday Show (prior to Christmas), all school staff may leave when the students are dismissed and the staff have fulfilled their usual responsibilities. The balance of hours not worked on these two days will be paid holiday leave. This benefit applies only to those Employees who would otherwise be working those hours.

**63.5** If a part time Employee's accrual of holiday time on a particular holiday is less than the amount of time they are scheduled to work that day, the Employee may request their supervisor, in advance, to make a schedule adjustment during that week to account for the difference in time.

**63.6** If an Employee works in one of Cutchins' residences on a holiday, the Employee, in addition to receiving the holiday pay provided by this Article, shall be compensated as follows for each hour worked at the residence: for a holiday defined as "Category A" under the residential unit collective bargaining agreement, the Employee shall be paid straight time at the Employee's regular hourly rate; for a holiday defined as "Category B", the Employee shall be paid time and one-half the Employee's regular straight-time hourly rate.

## **Article 64**

### **Cafeteria Plan/Health Insurance**

**64.1** As long as the Agency determines that it is fiscally prudent and Internal Revenue Service regulations continue to provide the structural mechanisms, the Agency will provide a "flexible benefit plan" (i.e., cafeteria plan) for all regular full-time and regular part-time Employees who work twenty (20) or more hours per week. Each plan year (July 1 - June 30), the Agency will contribute to the Employee's cafeteria plan an amount which will be based upon the cost of the Agency's sponsored health insurance plan each Employee selects (i.e. individual or family plan). If an Employee selects dependent coverage (i.e., family plan), the Agency will contribute an amount equaling 65% of the cost of the Agency sponsored base family health insurance plan to that Employee's cafeteria plan. If the Employee selects individual coverage insurance the Agency will contribute an amount equaling 80% of the cost of the Agency sponsored base individual health insurance plan to that Employee's cafeteria plan.

**64.2** The Agency will attempt to maintain its health insurance plan at the same coverage level as in effect on the effective date of this Agreement. However, CP may, for any fiscal year, subject to a minimum of thirty (30) days prior notification to the Union, substitute a different health insurance plan, or any portion thereof, as its base plan. The Agency may not substitute a health insurance plan for the existing plan unless the new plan's benefit coverage is equal or comparable to the previous base plan's coverage.

**64.3** In the event that the Agency determines it is no longer fiscally prudent or the Internal Revenue Service regulations no longer continue to provide the structural mechanisms for a "flexible benefits plan", the Agency may decide to cease providing Employees access to such a plan. If such circumstances develop, the Agency will contribute the same amounts detailed above to Employees' health insurance plans.

**64.4** Part-time Employees will receive prorated employer contributions.

**64.5** Employer contributions will be made on a prorated basis over the course of the plan year.

**64.6** Before each plan year begins, each Employee must select the benefits they want and how much of the employer's contribution should go toward each benefit. Employees can choose to receive their entire contribution in cash (and pay taxes on the income), if they provide the Agency with documentation that they have health insurance through another plan, or use a portion of it to pay for the following benefits or expenses during the year: Health Care Reimbursement Account, Dependent Care Assistance Account, Premium Expenses Account. A detailed summary of this flexible benefit plan, application form and appropriate reimbursement forms are available from the Personnel Administrator. If an Employee fails to complete the required paperwork for their cafeteria plan selections, within the stipulated deadlines of the Plan Document filed with the Internal Revenue Service, they will be subject to the limitations of the cafeteria plan.

**64.7 Short Term Disability:** Cutchins Programs is committed to providing a comprehensive benefit package, including a Short Term Disability plan that employees may purchase at group rates. Short Term Disability insurance covers any physical condition, injury or illness that prevents an employee from working, without being necessarily work-related, for up to 90 days. Employees interested in purchasing Short Term Disability may contact the human resources department for more information.

## **Article 65**

### **Tax Shelter Annuity Plan**

The Agency has a Tax-Deferred Retirement Plan available for Employees to provide funds for their retirement and to provide funds for their beneficiaries in the event of their death. All Employees are eligible to participate in the plan. Employees may voluntarily reduce their salary and place their own funds into a separate annuity plan; under a salary reduction agreement with the Agency. Employees may agree to reduce their future salary payments by a specified amount and the Agency will apply the salary reduction amount to annuity purchase payments on behalf of employees. Details on this plan are available in the personnel manual, from the Chief Financial officer (CFO) or from a representative of the company which holds the plan.

## **Article 66**

### **Meals**

**66.1** Employees covered under this Agreement shall be entitled to meals during their regularly scheduled hours of work. Staff not on duty shall not be entitled to eat agency-purchased food.

**66.2** With the exception of summer barbecues and special events, Employees covered under this Agreement will not be expected to assist in the serving or cleaning up of lunches served in the dining room.

**66.3** Cutchins agrees that providing affordable nutritious high quality meals that includes vegetarian options for the programs is important. CP will strive to provide high quality, quantity, and diversity in food choices. Fresh and local food will be a priority, when available. Food pantries will be adequately stocked. The person stocking the food pantry or returning food to the pantry

must ensure that food is properly stored, in accordance with regulations, including proper labeling. CP will continue to work collaboratively with the UAW members to meet these goals. Ongoing discussions will be directed to Labor/Management. Meals eaten with children are not considered a ‘meal break’ unless an employee waives their break and chooses to eat their meal with the children while on their break.

**Article 67**  
**Wages**

**67.1** Massachusetts legal minimum wage requirements are listed below for convenience only:

**Massachusetts Minimum Wage**

<b>Effective Date</b>	<b>Amount</b>
January 2020	\$12.75/hr.
January 2021	\$13.50/hr.
January 2022	\$14.25/hr.
January 2023	\$15.00/hr.

**Hire-In Rate:**

Hire in Rate for Assistant Teachers is.....	\$15.10/hr.
Hire in Rate for Instructor/Specialist is.....	\$18.00/hr.
Hire in Rate for General Ed Teachers is .....	\$21.00/hr.
Hire in Rate for Special Ed Certified Teachers is.....	\$25.00/hr.

For new Teachers, Cutchins may, in its discretion, increase the hire-in rate up to 10% in recognition of prior relevant experience. Prior relevant experience will be credited at 2% per year beginning with the 4th year of prior relevant experience (e.g., a Teacher with four years of prior relevant experience may be hired at a rate 2% higher than the hire in-rate; a teacher with eight or more years of prior relevant experience may be hired at a rate 10% higher than the hire in-rate); provided, however, that the newly hired Teacher will not earn more than any current Teacher with similar prior experience. Cutchins shall be the sole judge of prior relevant experience. In the event that Cutchins intends to offer employment to a new Teacher at a rate higher than the hire-in rate, Cutchins will inform the Union in advance and provide information concerning the proposed rate and the corresponding prior relevant experience. Upon request, and time permitting, Cutchins will discuss the matter with the Union before extending

such offer.

## **Raises:**

### Year one:

- Apply hire-in rates above, effective five months prior to ratification but no earlier than July 1, 2020.
- If a current employee makes less than the applicable hire-in rate, they will be increased to the new hire in rate or be given a 5% increase, whichever is higher.
- Also, current employees (employed as of 7/1/20) will receive a pay increase to offset insurance premium changes.

Year two: 2% increase effective July 1, 2021.

Year three: 2% increase effective July 1, 2022.

- Master's Degree in field gets a **\$1,700** differential (only available to General Ed teachers)
- Head Assistant Teacher will receive a **\$1,800** differential.
- Head Teacher will receive a **\$1,800** differential
- Head Vocational Specialists/Instructor will receive a **\$1,800** differential
- One employee will receive **\$1,800** differential-to assist the Director of Education in order allow the Director of Education time to provide more supervision/support.

Should an Assistant Teacher or Instructor be assigned to work in a Teacher's position for longer than **one** calendar week, the Assistant Teacher or Instructor will receive the Teacher Hire In Rate (General Ed) retroactive to the first day of the assignment.

When an Employee has a change in title (e.g., Assistant Teacher to Teacher), or becomes eligible for a differential (e.g., a verified attainment of Masters Degree), the new pay rate or differential will begin to be applied at the start of the next payroll cycle.

**67.2** Raises will be awarded on July 1 of each fiscal year, unless otherwise specified in section 1. Computation of years of service will be based on an October 1 deadline. Those hired between

July 1 and October 1 will get credit for a full year. Those hired after October 1 will not.

**67.3** For the duration of this agreement, the parties agree that in the event that the Agency receives a cost of living increment factor (CIF) added to its school tuition rate, Employees shall not be entitled to any additional compensation as a result thereof.

Neither party is waiving the right to negotiate about CIF, or about changes to the annual percentage-based compensation structure set forth in the Article, in any future contract negotiations.

## **Article 68**

### **Termination Notice**

**68.1** Given the nature of the population which the Agency serves, CP and the Union fully recognize the need for there to be quality terminations of the relationship between staff members and students when Employees choose to leave employment. It is agreed that a four (4) week period of time is deemed necessary and appropriate to allow for quality termination of these relationships. Employees covered under this Agreement, agree to make every effort to give a minimum of four (4) weeks' notice of their resignation.

**68.2** An Employee who gives less than the required four weeks' notice will not be considered to have left the agency in good standing.

**68.3** Written resignations must be submitted to the Chief Executive Officer. The Agency's official date for recording the receipt of the resignation letter shall be the date the written resignation is received by the Chief Executive Officer, or designee.

**68.4** An Employee's last day of actual work at the job site shall be the Employee's last date of employment. An Employee is not allowed to use their accrued benefits hours as a means of extending their period of employment; an employee is not allowed to use their accrued benefits as a means of meeting the minimum requirements for notice of resignation (e.g., an Employee is not allowed to give two weeks' notice and use two weeks leave in order to satisfy the requirements of four weeks' resignation notice).



and leave in good standing). The Director of Education may authorize accrued benefit hours during the Employee's final thirty (30) days of employment to the extent that they deem it possible for the Employee, other staff and students to adequately complete the necessary termination work.

## **Article 69**

### **Workers Compensation**

**69.1** All Employees, if injured on duty, are covered by the agency's Workers Compensation Insurance. Injured Employees must submit a written claim form within twenty-four (24) hours of sustaining an injury in order to guarantee coverage. An Employee shall continue to accrue benefits while they collect Worker's Compensation and as long as they remain an Employee of the agency.

**69.2** Cutchins will allow for a total of seventy- two (72) hours per contract year to be available to the bargaining unit as a whole, to be paid out to employees who miss work due to an injury caused by a client. The maximum amount of time an Employee may access per occurrence is three (3) days (twenty-four (24) hours).

## **Article 70**

### **Disability Insurance**

**70.1** The Agency will provide a long-term disability insurance plan for all regular full-time and regular part-time Employees, who work at least twenty (20) hours per week, and who have worked at the Center for a minimum of one year. No temporary or seasonal Employees will be eligible for this insurance. There will be a ninety (90) calendar day elimination period under the scheduled of benefits.

**70.2** In the event that an Employee suffers a long-term disability and they have depleted all of their Accrued Benefit Leave hours, the Agency will continue to pay the disability insurance premiums for that Employee, from the point of disability to the end of that Employee's elimination period, at which time the Employee will be covered under the disability insurance program.

**70.3** Conditions imposed by the disability insurance policy carrier, the insurance industry, or the financial well-being of CP, may

result in CP making modifications to this benefit or deciding to terminate this benefit. The Agency will make every effort to notify and consult with the union prior to modifying or deleting any provisions of this article, but such notification and/or consultation efforts shall not preclude CP from taking the actions it deems necessary. CP shall meet with representatives of the union within thirty (30) days of making any modification or deletion to explain these modifications or deletion to the Union.

## **Article 71**

### **Tuition Reimbursement**

**71.1** The agency supports the continuing education of its staff. Each fiscal year, the agency will allocate four thousand dollars (\$4,000.00) to a budgeted line item for a tuition reimbursement fund for those Employees covered under this Agreement. Staff are required to submit a written request to the Chief Executive Officer in advance of taking a course for which they are seeking reimbursement.

**71.2** Employees applying for reimbursement of tuition expenses need to submit an application, along with verification documentation by prescribed fall and spring deadlines. Decisions regarding reimbursement will be based on the following criteria:

1. Certification requirements. Teachers who are waived for special education certification and who are required to take courses as a condition of their employment have priority for reimbursement.
2. Funding availability.
3. Statement of how the course of study relates to the classroom. This may require the applicant to present a workshop to CP staff where applicable.
4. Reimbursement is made only for course tuition and not for other associated costs, e.g. books, student fees.
5. Cost to the Employee of the course and proof of successful completion must be submitted.

The following procedures apply to tuition reimbursement:

1. Other than those teachers who are required to take courses as a condition of employment, all other Employees must have completed one full year of service at the CP in order to be eligible.
2. Employees interested in applying for reimbursement will submit an application to the Chief Executive Officer by either September 15 or February 15 for the fall and spring terms. The application will include:
  - a. Name and description of the course for which reimbursement is being sought.
  - b. Institution offering the course.
  - c. Relevance to work at NCCF.
  - d. Dates and cost of the course.
  - e. Amount sought for reimbursement.
3. Within thirty days of September 15 and February 15, the Chief Executive Officer will notify each applicant of the decision regarding their application. For those applicants to whom full or partial reimbursement is approved, the approval is provisional and actual reimbursement will not be made until #4 (below) is completed.
4. Applicants who received provisional approval, at the successful completion of the course, will provide to the Chief Executive Officer:
  - a. Proof of successful completion of the course receiving a grade equivalent of "C" or better.
  - b. Proof (bursar's statement) of the cost of the course tuition.

After receipt of these materials, reimbursement payment will be made to the Employee.

5. Employees who receive tuition reimbursement are required to continue employment at the agency for at least six (6) months following receipt of payment. If an Employee leaves the employ of the agency prior to the completion of this six-month

period, the Employee will be required to reimburse the agency for a pro-rated portion of the tuition reimbursement payment.

## **Article 72**

### **Legal Conformity/Validity**

Should any federal or state law, municipal ordinance or any court or administrative order or ruling conflict with any provisions of this Agreement, the provisions so affected will be amended or deleted to the extent necessary to conform to said law, ordinance, order or ruling, but in all other respects this Agreement shall continue in full force and effect.

## **Article 73**

### **No Strike/No Lockouts**

Since this Agreement provides for the peaceful and equitable determination of all disputes herein, the Union agrees that there shall be no strikes, walk-outs, work stoppages, picketing or other work actions for the duration of this Agreement. The employer agrees that for as long as this Agreement is in effect there shall be no lockouts

## **Article 74**

### **V-Cap**

Upon receipt of a duly authorized and executed voluntary payroll deduction authorization form, the employer agrees to deduct per pay period voluntary designated political action committee contributions to the UAW V-Cap Fund, so long as the Fund maintains its status as a lawful political action committee. The employer shall not be obligated to make such deductions upon (a) receipt of a written revocation signed by the Employee; (b) when the Employee is on an unpaid leave of absence; or (c) the employee has terminated employment or left the bargaining unit. The employer agrees to remit such deductions no later than the end of the next calendar month to UAW V- Cap (Federal EIN 38-0679801), in care of Bank One Dept. 78232, Article 23, Voluntary Exchange, P.O. Box 7800, Detroit, MI 48278-0232. A list of all Employees and the corresponding deductions shall be forwarded along with the deductions.

## **Article 75**

### **Building Security**

School staff will not be responsible for locking the school buildings at the end of each school day on a regular basis. There may be occasional times when a school staff member will be asked to lock the buildings when those responsible are unavailable.

## **Article 76**

### **Trade Sabbatical**

The parties recognize the need to maintain continuity and consistency in the relationships between student and teacher, and the need to ensure that classes are taught by qualified and effective teaching personnel. Subject to this criteria, as well as other operational considerations, Cutchins will consider any appropriate year-long “Trade Sabbatical” brought to its attention by a teacher. The decision whether to permit any “Trade Sabbatical” is within the sole discretion of the Chief Executive Officer, and will not be subject to the grievance procedure set forth in the collective bargaining agreement between parties (Article 47: Grievances).

## **Article 77**

### **Lobbying**

This confirms the parties’ understanding that, notwithstanding the language of Article 31, in the discretion of Cutchins Programs, as determined solely by the Chief Executive Officer, in advance, paid time may be made available for Employees to engage in certain political activities, such as lobbying in support of bill[s] that are advantageous to the agency and its clients. Such paid time will be granted when the Chief Executive Officer approves the Employee’s activity, and when such activity occurs during the Employee’s normal working time. In no event shall any Employee receive pay for personal political activity.

## **Article 78**

### **Duration**

**78.1 Duration.** This Agreement shall go into effect and shall remain in full force and effect April 1, 2020 through March 31, 2023.

This Agreement will remain in full force and effect during the negotiations of any modified or successor Agreement, until a successor Agreement is reached and ratified.

**78.2 Scope.** During the period of collective bargaining in which this Agreement was negotiated, the Union, the Employees and the employer had unlimited rights to propose and negotiate in good faith any matters they so chose to propose. Both the Union and CP have the right to request that waivers, modifications, additions, and/or deletions be made to any specific language or provisions of this Agreement during the period this Agreement is in effect. Both parties must mutually agree and consent to the opening of this Agreement for consideration of waivers, modifications, additions, and/or deletions before negotiations actually begin. The Agreement shall remain in full force and effect during the period of any such negotiations and shall remain intact until both parties sign documents agreeing to the specific waiver, modification, addition, and/or deletion. The employer agrees not to infringe upon benefits given through past policies and/or practices without just cause. It is understood that the intent of this section is to address past benefits, not abuses.

IN WITNESSETH WHEREOF, the parties have executed this Agreement.

**for LOCAL 2322, United Auto Workers**

Nancy Fish	Patrick Dineen
Jon-Holcomb(JH) Noble	Stan Cijka

**for Cutchins Program for Children and Families, Inc.**

Tina Champagne

**[signatures on file]**

## **MEMORANDUM OF UNDERSTANDING**

### **Statement of Principles Regarding Teacher Scheduling**

The following Statement of Principles is applicable through March 30, 2023:

- The current scheduling goal is to preserve one prep period per day for Teachers
- The parties recognize the challenges that teaching vacancies create, and that it is in everyone interest for posted teaching vacancies to be filled with qualified, caring, personnel as quickly as possible
- It is not desirable for Teachers to teach additional classes outside their normal course load on a consistent long-term basis

Ideas for helping attract and retain long-term teaching candidates are welcome for sharing and discussion at Labor Management. The parties recognize the need for flexibility given the School's small size, its limited staffing options, and the need to adhere to Massachusetts curriculum frameworks and teaching best practices. This Statement of Principles is not intended to limit Management's authority to ensure appropriate staffing at the School.

*New Directions School at  
Cutchins Programs for Children and Families*

## **POSITION DESCRIPTION**

**Position Title:** Behavior Interventionist/ Teacher Assistant

**Status:** Non-Exempt

**Program:** School

**Direct Supervisor:** Milieu Coordinator

### **Essential Functions**

Responsibilities include responding to the behavioral and emotional difficulties that interfere with class attendance; practicing distress tolerance skills and coping strategies to encourage engagement and participation in a learning environment that strives for academic success and meets

behavioral expectations; supervising students and maintaining a safe and secure educational environment; supervising and implementing the NCCF behavioral system including DBT de-escalation techniques, the NCCF value system, individual clients' ICMPs and special programs; providing direct communication with parents, guardians, treatment team members and outside providers both through written communication and participation in team meetings.

### Job Responsibilities

- Respond to crisis situations and implement students' ICMPs and behavioral plans.
- Process directly with students who need support and behavioral/social-emotional skills development.
- Work with the treatment team to develop special programs and alternative learning environments to help maintain student safety and educational access.
- Prepare educational and behavioral progress reports including daily logs for day students.
- Share information with the residences and clinical supports to maintain student records.
- Establish and reinforce relationships with students to provide an environment that is receptive, responsive and adaptive to the individual needs and skills of each student.
- Provide student supervision, set behavioral limits, respond to crisis situations and attend to student safety in accordance with established DBT de-escalation techniques in which staff has been trained. This includes initiating and performing humane restraints as required and providing CPR and First Aid as well as other needed care.
- Participate in meetings with other clinical, administrative and support staff to share information, develop plans, collaborate effectively and process incidents. These meetings include, but are not limited to teacher meetings, school team meetings, clinical consults, school trainings, parent's night, and planning days.
- Work collaboratively with administration and other components of the NCCF campus to address school management, develop programming, create plans to solve problems and engage in developing solutions to issues as they occur.



- Develop and implement special interest projects and elective classes to provide meaningful instruction, target students' interest areas and enhance the school experience.
- Develop and participate in committees to address problem areas, develop new activities and encourage collaborative problem solving, attend monthly committee meetings and report back to the larger group on findings and outcomes.
- Communicate with students and their families and/or guardians regarding homework, specific behavioral and academic concerns, areas of success and opportunities for collaboration, and provide regular feedback about progress in school. Communication will be provided on a regular and as-needed basis through email, phone calls, and face-to-face contact.
- Meet regularly with supervisor or designee for scheduled and as-needed supervision to discuss curricula, teaching strategies, classroom management and assigned tasks.
- Maintain a neat and orderly school environment.
- Adhere to the rules, standards, and ethics policy of Cutchins Programs for Children and Families, Inc.

### Minimum Requirements for this Position

Degree: B.A.

License and/or Certification: N/A

Years of Experience: Three years related experience

Other Skills and Requirements: Good verbal and written communication skills; excellent interpersonal skills; ability to operate office equipment; valid driver's license; ability to perform physical restraints; absence of contagious diseases.

The description above represents the most significant and routine duties of the position but does not exclude the performance of other assigned duties or projects consistent with its essential functions and minimum requirements.

Cutchins Programs for Children and Families promotes an equal employment opportunity workplace which includes reasonable accommodation of otherwise qualified disabled applicants and employees. Please see your supervisor should you have any questions about this policy or these job duties.

New Directions School at  
Cutchins Programs for Children and Families

**POSITION DESCRIPTION**

**Position Title:** Head Behavior Interventionist/Teacher Assistant

**Status:** Non-Exempt

**Program:** School

**Direct Supervisor:** Milieu Coordinator

Essential Functions

Responsibilities include working closely with the Milieu Coordinator to assist and collaborate in the oversight, training and observation of the Behavior Interventionist, teacher assistants and substitutes; giving immediate feedback and instructions to the above-mentioned employees around the implementation of the behavioral program and center policies and procedures. Oversight and feedback provided by the Head Behavior Interventionist will be shared with the Milieu Coordinator and may be subject to discussion in individual supervision and considered in annual evaluations.

Responsibilities also include providing direct communication with parents, guardians, treatment team members and outside providers through written communication and participation in team meetings; assisting the Milieu Coordinator and Education Coordinator in the development of behavior plans and safety protocols to create a safe and secure school environment; assuming delegated responsibility for scheduling the daily operation of the school and assigning classroom coverage for teachers, interventionists, instructors and teaching assistants to ensure the safety and supervision of students; supervising students and maintaining a safe and secure educational environment; implementing the NCCF behavioral system including DBT de-escalation techniques, the NCCF value system, individual clients' ICMPs and special programs.

Job Responsibilities

- Respond to crisis situations and implement students' ICMPs and behavioral plans; process directly with students

who need support and behavioral/social-emotional skills development.

- Work with the treatment team to develop special programs and alternative learning environments to help maintain students' safety and educational access.
- Prepare educational and behavioral progress reports including daily logs for day students.
- Share information with the residences and clinical supports to maintain student records.
- Facilitate internal meetings when Education Coordinator or Milieu Coordinator is unavailable.
- Establish and reinforce relationships with students to provide a positive environment that is receptive, responsive and adaptive to the individual needs and skills of each student.
- Provide student supervision, set behavioral limits, respond to crisis situations and attend to student safety in accordance with established DBT de-escalation techniques in which staff has been trained. This includes initiating and performing humane restraints as required and providing CPR and First Aid as well as other needed care.
- Be a positive participant in various meetings with other clinical, administrative and support staff to share information, develop plans, collaborate effectively and process incidents. These meetings include, but are not limited to teacher meetings, school team meetings, clinical consults, school trainings, parent's night, and planning days.
- Work collaboratively with administration and other components of the NCCF campus to address school management, develop programming, create plans to solve problems and engage in developing solutions to issues as they occur.
- Develop and implement special interest projects and elective classes to provide meaningful instruction, target students' interest areas and enhance the school experience.
- Develop and participate in committees to address problem areas, develop new activities and encourage collaborative problem solving, attend monthly committee meetings and report back to the larger group on findings and outcomes.

- Communicate with students and their families and/or guardians regarding homework, specific behavioral and academic concerns, areas of success and opportunities for collaboration, and provide regular feedback about progress in school. Communication will be provided on a regular and as-needed basis through email, phone calls, and face-to-face contact.
- Meet regularly with supervisor or designee for scheduled and as-needed supervision to discuss curricula, teaching strategies, classroom management and assigned tasks.
- Maintain a neat and orderly school environment.
- Adhere to the rules, standards, and ethics policy of Cutchins Programs for Children and Families, Inc.

### Minimum Requirements for the Position

Degree: B.A.

License and/or Certification: N/A

Years of Experience: Three years related experience

Other Skills and Requirements: Good verbal and written communication skills; excellent interpersonal skills; ability to operate office equipment; valid driver's license; ability to perform physical restraints; absence of contagious diseases.

The description above represents the most significant and routine duties of the position but does not exclude the performance of other assigned duties or projects consistent with its essential functions and minimum requirements.

Cutchins Programs for Children and Families promotes an equal employment opportunity workplace which includes reasonable accommodation of otherwise qualified disabled applicants and employees. Please see your supervisor should you have any questions about this policy or these job duties.

New Directions School at  
Cutchins Programs for Children and Families

## **POSITION DESCRIPTION**

**Position Title:** Head Teacher

**Status:** Exempt

**Program:** School

**Direct Supervisor:** Education Coordinator

### Essential Functions

Responsibilities include serving as the Head Teacher and working closely with the Education Coordinator to assist and collaborate in the oversight, training and observation of regular education teachers, special education teachers and substitutes; giving immediate feedback and instructions to the above-mentioned employees around the implementation of curricula, center policies and procedures. Oversight and feedback provided by the Head Teacher will be reported to the Education Coordinator and may be subject to discussion in individual supervision and considered in annual evaluations.

Responsibilities also include providing direct communication with parents, guardians, treatment team members and outside providers through written communication and participation in team meetings; assisting teachers, instructors and teaching assistants in developing and implementing curricula that address the specific needs of the students in New Directions School; supervising students and maintaining a safe and secure educational environment; implementing the NCCF behavioral system including DBT de-escalation techniques, the NCCF value system, individual clients' ICMPs and special programs.

### Job Responsibilities

- Provide direct instruction to students in the classroom by creating effective learning environments and engaging lesson plans and following the goals and expectations of students' Individual Education Plans (IEP).
- Oversee teachers in the development of students' IEPs, including drafting and implementing goals, objectives, accommodations, teaching strategies and lesson plans.

- Prepare educational and behavioral progress reports and maintain student records including quarterly reporting on IEP goals, regular updates on grades and academic and behavioral feedback.
- Organize and facilitate meetings with teaching staff to develop curricula, address student needs, and attend to IEP expectations. This includes facilitating internal meetings when Education Coordinator or Milieu coordinators are unavailable.
- Develop and implement curricula working collaboratively with other school staff to create safe and stimulating classroom environments and meet individual student objectives.
- Establish and reinforce relationships with students to provide an environment that is receptive, responsive and adaptive to the individual needs and skills of the students.
- Provide student supervision, set behavioral limits, respond to crisis situations and attend to student safety in accordance with established DBT de-escalation techniques in which staff has been trained. This includes initiating and humane restraints as required and providing CPR and First Aid as well as other needed care.
- Be a positive participant in various meetings with other clinical, administrative and support staff to share information, develop plans, collaborate effectively and process incidents. These meetings include, but are not limited to teacher meetings, school team meetings, clinical consults, school trainings, parent's night, and planning days.
- Work collaboratively with administration and other components of the NCCF campus to address school management, develop programming, create plans to solve problems and engage in developing solutions to issues as they occur.
- Develop and implement special interest projects and elective classes to provide meaningful instruction, target students' interest areas and enhance the school experience.
- Develop and participate in committees to address problem areas, develop new activities, and encourage collaborative problem solving. This includes attending monthly

committee meetings and reporting back to the larger group on findings and outcomes.

- Communicate with students and their families and/or guardians regarding homework, specific behavioral and academic concerns, areas of success and opportunities for collaboration, and provide regular feedback about progress in school. Communication will be provided on a regular and as-needed basis through email, phone calls, and face-to-face contact.
- Maintain a neat and orderly classroom environment.
- Meet regularly with Education Coordinator or designee for scheduled and as-needed supervision to discuss curricula, teaching strategies, classroom management and assigned tasks.
- Adhere to the rules, standards, and ethics policy of Cutchins Programs for Children and Families, Inc.

#### Minimum Requirements for the Position

Degree: B.A.

License and/or Certification: Appropriate teaching license for teaching area and grade

Years of Experience: Three years teaching experience

Other Skills and Requirements: Good verbal and written communication skills; excellent interpersonal skills; ability to operate office equipment; valid driver's license; ability to perform physical restraints; absence of contagious diseases.

The description above represents the most significant and routine duties of the position but does not exclude the performance of other assigned duties or projects consistent with its essential functions and minimum requirements.

Cutchins Programs for Children and Families promotes an equal employment opportunity workplace which includes reasonable accommodation of otherwise qualified disabled applicants and employees. Please see your supervisor should you have any questions about this policy or these job duties.

New Directions School at  
Cutchins Programs for Children and Families

## **POSITION DESCRIPTION**

**Position Title:** Head Vocational Instructor

**Status:** Exempt

**Program:** School

**Direct Supervisor:** Education Coordinator

### Essential Functions

Responsibilities include working closely with the Education Coordinator to assist and collaborate in the oversight, training and observation of vocational instructors and substitutes; giving immediate feedback and instructions to the above-mentioned employees around the implementation of curricula, center policies and procedures. Oversight and feedback provided by the Head Vocational Instructor will be reported to the Education Coordinator and may be subject to discussion in individual supervision and considered in annual evaluations.

Responsibilities also include providing direct communication with parents, guardians, treatment team members and outside providers through written communication and participation in team meetings; assisting teachers, instructors and teaching assistants in developing and implementing curricula that addresses the specific needs of the students in New Directions School; supervising students and maintaining a safe and secure educational environment; implementing the NCCF behavioral system including DBT de-escalation techniques, the NCCF value system, individual clients' ICMPs and special programs; developing and implementing a vocational/transitional summer program that identifies volunteer internships for students both on and off campus.

### Job Responsibilities

- Provide direct instruction to students in the classroom by creating effective learning environments and engaging lesson plans and following the goals and expectations of students' Individual Education Plans (IEP).



- Prepare educational and behavioral progress reports and maintain student records including quarterly reporting on IEP goals, regular updates on grades and academic and behavioral feedback.
- Identify, develop and oversee vocational internships and community service experiences for students on and off grounds; serve as liaison with community resources and maintain vocational evaluations.
- Develop and implement a vocational curriculum based on PAYA curriculum and Mock Life to build budgeting, independent living, activities of daily living and vocational skills.
- Coordinate payment for students' work study opportunities and maintain a budget for vocational and transitional needs.
- Assist teachers and instructors in developing students' IEPs including drafting and implementing goals, objectives, accommodations, teaching strategies and lesson plans.
- Establish and reinforce relationships with students to provide an environment that is receptive, responsive and adaptive to the individual needs and skills of the students.
- Provide student supervision, set behavioral limits, respond to crisis situations and attend to student safety in accordance with established DBT de-escalation techniques in which staff has been trained. This includes initiating and performing humane restraints as required and providing CPR and First Aid as well as other needed care.
- Be a positive participant in various meetings with other clinical, administrative and support staff to share information, develop plans, collaborate effectively and process incidents. These meetings include, but are not limited to teacher meetings, school team meetings, clinical consults, school trainings, parent's night, and planning days.
- Work collaboratively with administration and other components of the NCCF campus to address school management, develop programming, create plans to solve problems and engage in developing solutions to issues as they occur.
- Develop and implement special interest projects and elective classes to provide meaningful instruction, target

students' interest areas and enhance the school experience.

- Develop and participate in committees to address problem areas, develop new activities and encourage collaborative problem solving. This includes attending monthly committee meetings and reporting back to the larger group on findings and outcomes.
- Communicate with students and their families and/or guardians regarding homework, specific behavioral and academic concerns, areas of success and opportunities for collaboration, and provide regular feedback about progress in school. Communication will be provided on a regular and as-needed basis through email, phone calls, and face-to-face contact.
- Meet regularly with supervisor or designee for scheduled and as-needed supervision to discuss curricula, teaching strategies, classroom management and assigned tasks.
- Maintain a neat and orderly classroom environment.
- Adhere to the rules, standards, and ethics policy of Cutchins Programs for Children and Families, Inc.

### Minimum Requirements for the Position

Degree: B.A.

License and/or Certification: N/A

Years of Experience: One year related experience

Other Skills and Requirements: Good verbal and written communication skills; excellent interpersonal skills; ability to operate office equipment; valid driver's license; ability to perform physical restraints; absence of contagious diseases

The description above represents the most significant and routine duties of the position but does not exclude the performance of other assigned duties or projects consistent with its essential functions and minimum requirements.

Cutchins Programs for Children and Families promotes an equal employment opportunity workplace which includes reasonable accommodation of otherwise qualified disabled applicants and employees. Please see your supervisor should you have any questions about this policy or these job duties.

New Directions School at  
Cutchins Programs for Children and Families

## **POSITION DESCRIPTION**

**Position Title:** Regular Education Teacher

**Status:** Exempt

**Program:** School

**Direct Supervisor:** Education Coordinator

### Essential Functions

Responsibilities include developing and implementing curricula; creating a positive learning environment to achieve academic and behavioral objectives; working as positive member of educational team and Cutchins Community; supervising students and maintaining a safe and secure educational environment; supervising and implementing the NCCF behavioral system including DBT de-escalation techniques, the NCCF value system, individual clients' ICMPs and special programs.

### Job Responsibilities

- Provide direct instruction to students in the classroom by creating effective learning environments and engaging lesson plans, and following the goals and expectations of students' Individual Education Plans (IEP).
- Develop students' IEPs including drafting and implementing goals, objectives, accommodations, teaching strategies and lesson plans.
- Prepare educational and behavioral progress reports and maintain student records including quarterly reporting on IEP goals, regular updates on grades, academic and behavioral feedback.
- Develop and implement curricula, working collaboratively with other school staff to create safe and stimulating classroom environments and meet individual student objectives.
- Establish and reinforce relationships with students to provide an environment that is receptive, responsive and adaptive to the individual needs and skills of the students.

- Provide student supervision, set behavioral limits, respond to crisis situations and attend to student safety in accordance with established DBT de-escalation techniques in which staff has been trained. This includes initiating and performing humane restraints as required and providing CPR and First Aid as well as other needed care.
- Be a positive participant in various meetings with other clinical, administrative and support staff to share information, develop plans, collaborate effectively and process incidents. These meetings include but are not limited to teacher meetings, school team meetings, clinical consults, school trainings, parent's night, and planning days.
- Work collaboratively with administration and other components of the NCCF campus to address school management, develop programming, create plans to solve problems and engage in developing solutions to issues as they occur.
- Develop and implement special interest projects and elective classes to provide meaningful instruction, target students' interest areas and enhance the school experience.
- Develop and participate in committees to address problem areas, develop new activities and encourage collaborative problem solving. This includes attending monthly committee meetings and reporting back to the larger group on findings and outcomes.
- Communicate with students and their families and/or guardians regarding homework, specific behavioral and academic concerns, areas of success and opportunities for collaboration, and provide regular feedback about progress in school. Communication will be provided on a regular and as-needed basis through email, phone calls, and face-to-face contact.
- Maintain a neat and orderly classroom environment.
- Meet regularly with Education Coordinator or designee for scheduled and as-needed supervision to discuss curricula, teaching strategies, classroom management and assigned tasks.
- Adhere to the rules, standards, and ethics policy of Cutchins Programs for Children and Families, Inc.

## Minimum Requirements for the Position

Degree: B.A.

License and/or Certification: Appropriate teaching license for teaching area and grade

Years of Experience: Three years teaching experience

Other Skills and Requirements: Good verbal and written communication skills; excellent interpersonal skills; ability to operate office equipment; valid driver's license; ability to perform physical restraints; absence of contagious diseases.

The description above represents the most significant and routine duties of the position but does not exclude the performance of other assigned duties or projects consistent with its essential functions and minimum requirements.

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New Directions School at  
Cutchins Programs for Children and Families

## **POSITION DESCRIPTION**

**Position Title:** Special Education Teacher

**Status:** Exempt

**Program:** School

**Direct Supervisor:** Education Coordinator

Essential Functions

Responsibilities include developing and implementing curricula; creating a positive learning environment to achieve academic and behavioral objectives; working as positive member of educational team and Cutchins Community; supervising students and maintaining a safe and secure educational environment; supervising and implementing the NCCF behavioral system including DBT de-escalation techniques, the NCCF value system, individual clients' ICMPs and special programs.

## Job Responsibilities

- Provide direct instruction to students in the classroom by creating effective learning environments and engaging lesson plans, and following the goals and expectations of students' Individual Education Plans (IEP).
- Develop students' IEPs including drafting and implementing goals, objectives, accommodations, teaching strategies and lesson plans.
- Prepare educational and behavioral progress reports and maintain student records including quarterly reporting on IEP goals, regular updates on grades, academic and behavioral feedback.
- Develop and implement curricula, working collaboratively with other school staff to create safe and stimulating classroom environments and meet individual student objectives.
- Establish and reinforce relationships with students to provide an environment that is receptive, responsive and adaptive to the individual needs and skills of the students.
- Provide student supervision, set behavioral limits, respond to crisis situations and attend to student safety in accordance with established DBT de-escalation techniques in which staff has been trained. This includes initiating and performing humane restraints as required and providing CPR and First Aid as well as other needed care.
- Be a positive participant in various meetings with other clinical, administrative and support staff to share information, develop plans, collaborate effectively and process incidents. These meetings include but are not limited to teacher meetings, school team meetings, clinical consults, school trainings, parent's night, and planning days.
- Work collaboratively with administration and other components of the NCCF campus to address school management, develop programming, create plans to solve problems and engage in developing solutions to issues as they occur.
- Develop and implement special interest projects and elective classes to provide meaningful instruction, target students' interest areas and enhance the school experience.

- Develop and participate in committees to address problem areas, develop new activities and encourage collaborative problem solving. This includes attending monthly committee meetings and reporting back to the larger group on findings and outcomes.
- Communicate with students and their families and/or guardians regarding homework, specific behavioral and academic concerns, areas of success and opportunities for collaboration, and provide regular feedback about progress in school. Communication will be provided on a regular and as-needed basis through email, phone calls, and face-to-face contact.
- Maintain a neat and orderly classroom environment.
- Meet regularly with Education Coordinator or designee for scheduled and as-needed supervision to discuss curricula, teaching strategies, classroom management and assigned tasks.
- Adhere to the rules, standards, and ethics policy of Cutchins Programs for Children and Families, Inc.

### Minimum Requirements for the Position

Degree: B.A.

License and/or Certification: Appropriate teaching license for teaching area and grade

Years of Experience: Three years teaching experience

Other Skills and Requirements: Good verbal and written communication skills; excellent interpersonal skills; ability to operate office equipment; valid driver's license; ability to perform physical restraints; absence of contagious diseases.

The description above represents the most significant and routine duties of the position but does not exclude the performance of other assigned duties or projects consistent with its essential functions and minimum requirements.

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New Directions School at  
Cutchins Programs for Children and Families

## **POSITION DESCRIPTION**

**Position Title:** Teacher Assistant/Behavioral Interventionist

**Status:** Non-Exempt

**Program:** School

**Direct Supervisor:** Milieu Coordinator

### Essential Functions

Responsibilities include assisting teachers and other instructors in developing and implementing curricula; creating a positive learning environment to achieve academic and behavioral objectives; developing and implementing special interest projects and elective classes to provide meaningful instruction, target students' interest areas and enhance the school experience; supervising students; maintaining a safe and secure educational environment; supervising and implementing the NCCF behavioral system including DBT de-escalation techniques, the NCCF value system, individual clients' ICMPs and special programs.

### Job Responsibilities

- Assist teachers in the development of individual student educational plans and objectives in collaboration with other educational and clinical staff.
- Assist teachers in developing curricula, lesson plans and teaching strategies in the assigned academic area to achieve learning objectives, provide motivation and accommodate different learning styles.
- Provide instruction and participate in creating a positive, effective learning environment.
- Prepare educational progress/status reports and maintain student records.
- Establish appropriate relationships with students in order to foster learning and growth consistent with staff role prescriptions and boundaries and with the students' treatment plans.
- Develop and implement special interest projects and elective classes to provide meaningful instruction, target



students' interest areas and enhance the school experience.

- Respond to crisis situations and implement students' ICMPs and behavioral plans.
- Process directly with students who need support and behavioral/social-emotional skills development.
- Work with the treatment team to develop special programs and alternative learning environments to help maintain student safety and educational access.
- Prepare educational and behavioral progress reports including daily communications for day students.
- Share information with the residences and clinical supports to maintain student records.
- Establish and reinforce relationships with students to provide an environment that is receptive, responsive and adaptive to the individual needs and skills of each student.
- Provide student supervision, set behavioral limits, respond to crisis situations and attend to student safety in accordance with established DBT de-escalation techniques in which staff has been trained. This includes initiating and performing humane restraints as required and providing CPR and First Aid as well as other needed care.
- Be a positive participant in various meetings with other clinical, administrative and support staff to share information, develop plans, collaborate effectively and process incidents. These meetings include but are not limited to teacher meetings, school team meetings, clinical consults, school trainings, parent's night, and planning days.
- Work collaboratively with administration and other components of the NCCF campus to address school management, develop programming, create plans to solve problems and engage in developing solutions to issues as they occur.
- Develop and participate in committees to address problem areas, develop new activities and encourage collaborative problem solving, attend monthly committee meetings and report back to the larger group on findings and outcomes.
- Communicate with students and their families and/or guardians regarding homework, specific behavioral and academic concerns, areas of success and opportunities for collaboration, and provide regular feedback about progress

in school. Communication will be provided on a regular and as-needed basis through email, phone calls, and face-to-face contact.

- Meet regularly with supervisor or designee for scheduled and as-needed supervision to discuss curricula, teaching strategies, classroom management and assigned tasks.
- Maintain a neat and orderly school environment.
- Adhere to the rules, standards, and ethics policy of Cutchins Programs for Children and Families, Inc.

### Minimum Requirements for the Position

Degree: B.A.

License and/or Certification: N/A

Years of Experience: Three years related experience

Other Skills and Requirements: Good verbal and written communication skills; excellent interpersonal skills; ability to operate office equipment; valid driver's license; ability to perform physical restraints; absence of contagious diseases.

The description above represents the most significant and routine duties of the position but does not exclude the performance of other assigned duties or projects consistent with its essential functions and minimum requirements.

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New Directions School at  
Cutchins Programs for Children and Families

## **POSITION DESCRIPTION**

**Position Title:** Vocational Instructor

**Status:** Exempt

**Program:** School

**Direct Supervisor:** Education Coordinator

## Essential Functions

Responsibilities include developing and implementing curricula; creating a positive learning environment to achieve academic and behavioral objectives; working as positive member of educational team and Cutchins Community; developing and implementing special interest projects and elective classes to provide meaningful instruction, target students' interest areas and enhance the school experience; supervising students and maintaining a safe and secure educational environment; supervising and implementing the NCCF behavioral system including DBT de-escalation techniques, the NCCF value system, individual clients' ICMPs and special programs.

## Job Responsibilities

- Provide direct instruction to students in the classroom by creating effective learning environments and engaging lesson plans, and following the goals and expectations of students' Individual Education Plans (IEP).
- Develop students' IEPs including drafting and implementing goals, objectives, accommodations, teaching strategies and lesson plans.
- Prepare educational and behavioral progress reports and maintain student records including quarterly reporting on IEP goals, regular updates on grades, academic and behavioral feedback.
- Assist the Head Vocational Instructor to identify, develop, structure and oversee community service experiences and vocational internships for students, both on and off grounds; serves as liaison with community resources and maintain vocational evaluations.
- Work with the Head Vocational Instructor to develop and implement a vocational curriculum based on PAYA curriculum and Mock Life to build budgeting, independent living, activities of daily living and vocational skills.
- In conjunction with Teaching staff and Education Coordinator to develop and implement curricula, working collaboratively with other school staff to create safe and stimulating classroom environments and meet individual student objectives.

- Establish and reinforce relationships with students to provide an environment that is receptive, responsive and adaptive to the individual needs and skills of the students.
- Provide student supervision, set behavioral limits, respond to crisis situations and attend to student safety in accordance with established DBT de-escalation techniques in which staff has been trained. This includes initiating and performing humane restraints as required and providing CPR and First Aid as well as other needed care.
- Be a positive participant in various meetings with other clinical, administrative and support staff to share information, develop plans, collaborate effectively and process incidents. These meetings include, but are not limited to teacher meetings, school team meetings, clinical consults, school trainings, parent's night, and planning days.
- Work collaboratively with administration and other components of the NCCF campus to address school management, develop programming, create plans to solve problems and engage in developing solutions to issues as they occur.
- Develop and implement special interest projects and elective classes to provide meaningful instruction, target students' interest areas and enhance the school experience.
- Develop and participate in committees to address problem areas, develop new activities and encourage collaborative problem solving. This includes attending monthly committee meetings and reporting back to the larger group on findings and outcomes.
- Communicate with students and their families and/or guardians regarding homework, specific behavioral and academic concerns, areas of success and opportunities for collaboration, and provide regular feedback about progress in school. Communication will be provided on a regular and as-needed basis through email, phone calls, and face-to-face contact.
- Meet regularly with Education Coordinator or designee for scheduled and as-needed supervision to discuss curricula, teaching strategies, classroom management and assigned tasks.
- Maintain a neat and orderly classroom environment.

- Adhere to the rules, standards, and ethics policy of Cutchins Programs for Children and Families, Inc.

### Minimum Requirements for the Position

Degree: B.A.

License and/or Certification: N/A

Years of Experience: One year related experience

Other Skills and Requirements: Good verbal and written communication skills; excellent interpersonal skills; ability to operate office equipment; valid driver's license; ability to perform physical restraints; absence of contagious diseases

The description above represents the most significant and routine duties of the position but does not exclude the performance of other assigned duties or projects consistent with its essential functions and minimum requirements.

Cutchins Programs for Children and Families promotes an equal employment opportunity workplace which includes reasonable accommodation of otherwise qualified disabled applicants and employees. Please see your supervisor should you have any questions about this policy or these job duties.