MEMORANDUM OF AGREEMENT BETWEEN THE MARSHFIELD SCHOOL COMMITTEE AND THE MARSHFIELD EDUCATION ASSOCIATION CLERICAL PERSONNEL

The Marshfield School Committee and the Marshfield Education Association Clerical Personnel, by their respective bargaining teams, acting subject to ratification by their respective bodies, hereby mutually agree to the following terms and conditions of settlement of a Collective Bargaining Agreement that will be in effect for the three (3) year period from July 1, 2016 – June 30, 2019.

1. <u>Term of New Contract (Article XXIV)</u>

The new Contract shall be effective for the three (3) year period from July 1, 2016 – June 30, 2019. Dates will be changed in the contract to reflect the new contract term.

2. Provisions of New Contract

Except as modified by this Memorandum of Agreement and, except for such technical matters as date changes and housekeeping changes, all other provisions of the July 1, 2014 – June 30, 2016 Contract shall be carried over intact into the successor Contract.

3. The administrative assistant to the Athletic Director will be a District Based Administrative Assistant.

4. ARTICLE III Grievance Procedure

<u>Section 3.8</u> – delete (Board of Conciliation and Arbitration no longer exists)

5. <u>ARTICLE VI Salaries – Appendix A</u>

Section 6.1

Effective July 1, 2016 the base salaries shall be increased by 1.5% Effective July 1, 2017 the base salaries shall be increased by 2.0% Effective July 1, 2018 the base salaries shall be increased by 2.5%

The salary schedules shall be set forth in Appendix A.

Section 6.2: The Association membership will vote on whether to be paid in twenty-one (21) or twenty-six (26) bi-weekly payments. Based on the outcome of that vote, language will be added to the Agreement specifying the number of weeks as follows: Add sentence: All members of the bargaining unit will be paid in [*choose one: twenty-one* (21) or twenty-six (26)] equal bi-weekly payments beginning the second pay period of the school year.

The team believes the agreement was that the unit was going to vote on whether it was going to be 21 or 26 pay checks and EVERYONE in the unit who are school year CPs would have to get that number of pay checks.

Section 6.7: Modify as follows:

Employees with previous experience <u>in the bargaining unit</u> may, upon initial reemployment, be given credit on the salary schedule for such experience.

6. ARTICLE X Sick Leave

<u>Section 10.1</u>: Add a second sentence to the last paragraph: Part-time employees (less than 20-hours per week) shall be granted sick leave days pro-rated from one and one-half (1.5) days per month according to the number of hours worked in the month.

<u>Section 10.1</u>: Replace the last sentence with the following: In cases of emergency, absences may be chargeable to sick leave when such absence is due to illness of a member of the immediate family living in the same household, or under the immediate care of a bargaining unit member. Immediate family is defined as wife, husband, mother, father, child, brother, sister, mother-in-law, father-in-law, child-in-law, brother-in-law, sister-in-law, and grandparent. Employees hired after July 1, 2016, may use up to seven (7) days of sick leave per school year to care for a member of the immediate family.

<u>Section 10.7</u>: Delete. (Information is available through online payroll system)

7. ARTICLE XII Temporary Leaves of Absence

<u>Section 12.2(d)</u>: In the first sentence delete the language "because of unusually pressing personal or family business" so the sentence reads as follows: A request for paid personal leave up to three (3) days per year may be approved by the Superintendent or his/her designee.

<u>Section 12.2(d)</u>: Modify the last sentence as follows:

One personal day may be authorized on a day preceding or following school holidays or vacations; otherwise, such request may not be authorized unless the reason for such leave is specified in writing and approved by the Superintendent or his/her designee.

There is concern about this language—I want to verify that the personal day before or after a holiday does NOT need to have a reason. Only requests beyond the 3 personal days w/o reason require a request with the reason explained. – Author

Delete item 3 in the Request for Personal Leave form.

8. <u>ARTICLE XIV Reduction in Force</u>

Section 14.9: Replace the defined classifications as follows:

- a. School based administrative assistant positions
- b. District based administrative assistant positions
- c. Payroll positions
- d. Accounts payable positions

These are singular—only 1 of each

9. ARTICLE XV Seniority

<u>Section 15.1</u>: Replace with the following sentence: Seniority shall be defined as an employee's continuous length of service in the Bargaining Unit from her/his initial date of employment (not hiring).

10. ARTICLE XXI Longevity

<u>Section 21.1</u>: Modify the first sentence as follows:

Effective beginning with the 2004-2005 work year, during the fiscal year in which an employee reaches his/her eighth anniversary of employment, the employee shall receive a longevity payment of three hundred dollars (\$300).

11. ARTICLE XXIII General

<u>Section 23.5</u>: Replace with the following language:

If an administrative assistant who retires from the Marshfield Public Schools returns to substitute for an absent administrative assistant, that former employee shall be paid at Step 1 for the position starting on the twenty first (21st) work day of continuous service.

Signed in the Town of Marshfield on this _____ day of _____, 2016.

MARSHFIELD SCHOOL COMMITTEE

MARSHFIELD EDUCATION ASSOCIATION CLERICAL PERSONNEL