

AGREEMENT
MARSHFIELD SCHOOL COMMITTEE
AND
MARSHFIELD EDUCATION ASSOCIATION
CLERICAL PERSONNEL

July 1, 2022– June 30, 2025

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AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made this 31ST day of October, 2022 by the School Committee of the Town of Marshfield, Massachusetts (hereinafter referred to as the Committee) and the Marshfield Education Association/MEA/NEA (hereinafter referred to as the Association).

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest quality possible for the children of Marshfield, and that good morale within the employees of the Marshfield School system is essential to the achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

- a. Under the laws of Massachusetts, the Committee elected by the citizens of Marshfield, has final responsibility for establishing the educational policies of the public schools of Marshfield;
- b. The Superintendent of Schools of Marshfield (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
- c. The clerical staff of the public schools of Marshfield has responsibility for assisting the professional staff in providing education of the highest possible quality to the children of Marshfield;
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information among the Superintendent, the Committee, and the clerical staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the clerical staff; and so
- e. To give effect to these declarations, the following principles and procedures are hereby adopted:

ARTICLE I **RECOGNITION**

- 1.1 For purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of the following noted clerical personnel of the Marshfield School System:

All regular full-time and part-time clerical employees employed by the Marshfield School Committee including the classifications of Administrative Assistants, but excluding the Personnel Administrative Assistant, the Administrative Assistant to the Superintendent and all managerial, confidential, and casual employees, and all other employees of the Marshfield School Committee. These employees are those certified by the Massachusetts Labor Relations Commission on May 13, 2002, Case Number MCR-02-4956.

ARTICLE II

NEGOTIATION PROCEDURE

- 2.1 The Committee agrees to enter into negotiations with the Association over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning employees' wages, hours, and other conditions of employment. Any agreement so negotiated will apply to all employees covered by this Agreement and will be reduced to writing and signed by the Committee and the Association.
- 2.2 During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Committee will make available to the Association, upon request, information relevant to the negotiation and administration of this Agreement pursuant to Massachusetts General Laws, Chapter 150E. Either party may, if it desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 2.3 If the negotiations described in the Article reach an impasse, the procedures described in Chapter 150E will be followed.

ARTICLE III

GRIEVANCE PROCEDURE

- 3.1 **Definition of Grievance:** For the purpose of this Agreement, a "grievance" shall be defined as a dispute arising during the term of this Agreement between the Committee and the Association and/or any employee or group of employees concerning an alleged violation, misinterpretation or misapplication of any of the express provisions of this Agreement.
- 3.2 **Definition of Days:** Whenever used in this Article, "days" shall mean school days from the day school opens for students in September through June 14; from June 15 through the day prior to the opening day of the school year for students, "days" shall mean calendar days. School days are defined to be those days in which school is in session for students.

3.3 **Time Limits**: If at the end of fifteen (15) days next following the occurrence of any grievance or the date the aggrieved employee should reasonably have had first knowledge of such occurrence, the grievance shall not have been presented at Step One of Section 3.5, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step or level in the procedure shall not have been taken within the time specified therefor in said Section 3.5.

3.4 Purpose:

- a. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances or potential grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- b. Nothing contained in this Agreement will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her Principal/immediate Supervisor and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. The Committee agrees to provide the Association with written notice of any adjustment(s) when made.
- c. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered MAXIMUM, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties.

3.5 Procedure:

Step One - A grievance shall be presented in writing by the employee to his/her Principal/immediate Supervisor within fifteen (15) days next following its occurrence or the date the aggrieved employee should reasonably have had first knowledge of its occurrence. The Principal/Supervisor shall, if requested, meet with the aggrieved employee and a representative of the Association if requested by the aggrieved employee. This meeting shall take place within five (5) days of receipt of the grievance. In the event there is no Principal/immediate Supervisor or the Principal/Supervisor is unavailable or is unable to resolve the grievance, it may be filed immediately at Step Two below. The grievance shall contain:

1. Name and classification of the aggrieved employee;
 2. Nature of the grievance and contract provisions involved;
 3. Date the grievance occurred;
 4. Requested remedy.
- b. Step Two - If the grievance is not resolved at Step One, it may be referred to

the Superintendent of Schools within five (5) days of receipt of the Step One answer. The Superintendent shall hold a hearing within ten (10) days of receipt of the referral and shall answer the grievance in writing within ten (10) days of receipt of the referral or the close of the hearing, whichever is later.

- c. Step Three - Should the grievance remain unresolved, it may be referred in writing to the School Committee within five (5) days of receipt of the Step Two answer. The Committee shall hold a hearing at its next regularly-scheduled meeting or at a meeting called for the purpose of hearing the grievance and shall answer the grievance within ten (10) days following its meeting or the close of the hearing, whichever is later.
- d. Step Four - If the grievance is not resolved at Step Three, the Association, but not any individual employee, may submit the grievance to arbitration within twenty (20) days of receipt of the decision at Step Three, pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- e. Grievances regarding discipline and/or dismissal shall be filed at the Principal's level (Step One) or the Superintendent's level (Step Two), whichever is appropriate. The parties recognize that the authority over certain matters is committed under Chapter Seventy-One of the Massachusetts General Laws to the Superintendent and/or Principals.

3.6 The Arbitrator selected as herein provided shall be without authority to add to, subtract from, or modify any provision of this Agreement. The decision of the Arbitrator shall be in writing and shall be rendered within thirty (30) business days after the hearing is declared closed. In reaching his decision, the Arbitrator shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein (subject to evidence or proof of a contrary intention of the parties at the time this Agreement was negotiated) and the principle that there are no restrictions intended upon the rights, responsibilities or authority of the Committee provided by law or custom other than those restrictions specifically set forth herein. The decision shall be final and binding on both parties and the aggrieved employee(s).

3.7 Notwithstanding any contrary provision of this Agreement, the Arbitrator shall be without power or authority to make a decision which:

- a. is violative or inconsistent with any term or provision of this Agreement or the statutory and/or controlling decisional law of the Commonwealth of Massachusetts or of the United States; or
- b. exceeds his jurisdiction and authority under Massachusetts General Laws, Chapter 150C and/or this Agreement; or
- c. orders any remedy to be effective more than fifteen (15) days prior to the filing of the written grievance concerned or the date the aggrieved employee

should reasonably have had first knowledge of such occurrence.

- 3.8 If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such a grievance in writing at Step Two of the procedure; all provisions of this Article shall apply to such a grievance.
- 3.9 A grievance may be withdrawn by the Association at any step of the proceedings.
- 3.10 Each party shall bear the expenses of its representatives, participants, witnesses and for the preparation and presentation of its own case. The fees and expenses (if any) of the Arbitrator and the American Arbitration Association shall be shared equally by the parties.
- 3.11 No reprisals of any kind shall be taken by the School Committee, by any member of the Administration, or by the Association against any participant in the grievance procedure by reason of such participation.
- 3.12 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants
- 3.13 In the event a grievance extends into a period after the normal school year, all periods of time can be waived in order to expedite completion of the action initiated.
- 3.14 In the absence of a response to a grievance processed at any level of the procedure, the Association may move the grievance to the next level following the expiration of the time limit for the response.

ARTICLE IV **MANAGEMENT RIGHTS**

- 4.1 Except where such rights, powers and authority are specifically relinquished or modified by the provisions of this Agreement, the Marshfield School Committee retains and reserves all statutory and customary rights, powers, functions, and authority of an employer to manage and direct its working forces including the right to make and modify reasonable rules to assure orderly and effective work, the right to select, hire, evaluate job performance, transfer, assign, promote and retain employees, the right to determine the necessity of filling a vacancy, the right to discipline or discharge employees, and to relieve or layoff employees from duties in whole or in part because of lack of work, consolidations of positions, or for other legitimate reasons, to maintain the efficiency of its operations, to determine the organization, methods, means, technology, equipment and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to carry out the work of the Committee for the public benefit.
- 4.2 The exercise of rights pursuant to this Article shall not be subject to the arbitration provisions of this Agreement unless exercised so as to violate a specific and express provision or provisions of this Agreement.

- 4.3 The term "Committee" as hereafter used in this Agreement refers to the Marshfield School Committee and shall include the Committee, the Superintendent and Principals, and, in any particular instance, shall mean the Committee, unless Chapter Seventy-one of the Massachusetts General Laws confers authority for the matter on the Superintendent or Principal, in which case it shall mean the Superintendent or Principal, as the case may be.

ARTICLE V

CONTINUITY OF OPERATIONS

Neither the Association nor any employee or group of employees shall engage in, induce, encourage or condone any strike, work stoppage, slowdown or withholding of services.

Employees who participate in any such strike, work stoppage, slowdown or withholding of services may be disciplined or discharged without recourse to the grievance and arbitration provisions of this Agreement, except as to the issue of whether or not the employees have, in fact, engaged in any of the activities prohibited above.

The Association agrees that it will make all reasonable efforts to prevent any strike, work stoppage, slow down or withholding of services and that, in the event of the same, it will direct its members to cease and desist in any such activities. The Committee agrees that there shall be no lockout of employees covered by this Agreement from their employment.

In the event of a violation of this Article, the Committee or the Association, as the case may be, may at its option institute any or all proceedings in a court of law or in equity, before appropriate agencies or in arbitration pursuant to the procedures described in Article III.

ARTICLE VI

SALARIES

- 6.1 Commencing with the 2012-2013 school year, the salary schedules shall be amended with the objective of equalizing the rates of pay for school year and year round school based and district based Administration Assistants. In addition, the salary schedules at Step 6 and Step 7 shall be relabeled L1 and L2 so as to clarify the implementation of Section 6.3 with respect to step advancement as set forth in paragraph 3 below:

All eligible bargaining unit members who regularly work six (6) hours a day or more shall receive a paid lunch break of one-half (1/2) hour. ~~All steps shall receive no percentage increase (0%). Create a new step L3 which shall be three percent (3%) higher than the current Step L2. The schedules for fiscal years 2020 through 2022 shall be revised as set forth in Appendix A.~~

Effective July 1, 2022 the base salaries shall be increased by 2.5%

In addition to the above-referenced adjustment to the wage schedule, any bargaining unit member hired on or before March 12, 2020 shall receive a one-time Covid payment for being on duty during the Covid pandemic in the amount of Two Hundred Ten Dollars (\$210.00).

Effective July 1, 2023, eliminate Step 1 on all schedules, re-number the remaining steps and create a new Step 5, which is two and one-half percent (2.5%) higher than the next highest step.

Increase L1, L2, and L3 by two and one-half percent (2.5%).

Apply a zero percent (0%) increase to all steps. Members on Steps 1-5 shall remain on the same numbered step in Year Two as they were on for Year One, such that there is no double step increase. Effective July 1, 2023 the base salaries shall be increased by 2.5%

Effective July 1, 2024 the base salaries shall be increased by 2.25%. Increase Steps L1-L3 and Step 5 by seventy-five cents (\$0.75) and adjust the years of service needed to be completed to reach each longevity step as follows: Step L1 = 10 years; Step L2 = 14 years; Step L3 = 19 years. Create a new longevity step, L4, which requires the completion of 24 years of service before eligibility and increase it by One Dollar (\$1.00) over Step L3.

- 6.2 All members of the bargaining unit will be paid every two (2) weeks. Non-calendar year members will be paid in twenty-one equal bi-weekly payments beginning of the second pay period of the school year.
- 6.3 Members of the bargaining unit shall be eligible for an annual advance of one (1) step per year on the anniversary dates of hire until Step 5 has been obtained. Subject always to the parties' written agreement to the contrary, Step L1 is reached upon completion of ten (10) years of employment, Step L2 upon completion of fifteen (15) years of employment and Step L3 upon completion of twenty (20) years of employment. Calculation of years of employment shall be pursuant to section 15.1 of Article XV Seniority. No new employee shall be hired above Step 4.
- 6.4 Personal leaves of absence without pay in excess of one (1) month shall extend the date of a step rate increase commensurable with the term beyond one (1) month of said leave.
- 6.5 If a new position covered by this Agreement is established, the Committee will negotiate with the Association over the proper salary for such position prior to permanently filling such position.
- 6.6 If there is any substantial change in the duties of any existing position covered by this Agreement, the Committee will negotiate with the Association regarding possible modification in the salary for such position prior to permanently changing said duties.

- 6.7 Employees with previous employee experience in the bargaining unit may, upon initial re-employment, be given credit on the salary schedule for such experience.
- 6.8 When a member of the bargaining unit is promoted to a higher salary classification, that member will continue at the step earned prior to promotion until the employee's next anniversary date.
- 6.9 The classification of positions hereunder as "Secretary" or "Bookkeeper" are descriptive only and not restrictive. They shall be construed solely as a means of distinguishing one position from another and not as prescribing what the duties or responsibilities of any position shall be.

ARTICLE VII

WORK YEAR AND WORKDAY

- 7.1 The work year of employees covered by this Agreement shall be defined to be the period beginning on July 1 and ending on June 30. The normal work week and normal work year for full time members of the bargaining unit shall be thirty-five (35) hours per week and fifty-two (52) weeks per year, with the following exceptions:
- a. The work year for the Food Services/~~Technology~~ Administrative Assistant shall be defined to be up to forty-two (42) weeks (210 days) to include at least five (5) days prior to the opening of school and five (5) days following the closing of school. The Food Service/~~Technology~~ Administrative Assistant shall report to the Food Service Director and any issues regarding work assignments shall be resolved by the Assistant Superintendent of Business & Finance.
 - b. The work year for the Administrative Assistant to the **Director of Early Childhood Coordinator** shall be defined to be up to ~~forty-six (46) weeks (230 days)~~; To Be Determined
 - c. The work year for the School Year Administrative Assistants shall be defined to be up to thirty-eight (38) weeks (189 days). All Administrative Assistants shall work five (5) days before the start of the student school year and four (4) days after the end of the student school year, unless mutually agreed to by the principal and individual bargaining unit member. The work week for School Year Secretaries shall be up to thirty-two and one half (32 1/2) hours.

In the event the Committee determines it is necessary to extend the normal work year of employees hereunder, such employees shall be compensated therefore at their regular rate of pay for all additional hours worked.

In the event the Committee determines it is necessary to extend the normal work

year of employees hereunder, such employees shall be compensated therefore at their regular rates of pay for all additional hours worked.

- 7.2 Full time shall be defined to mean twenty (20) or more hours per week. Part time shall be defined to mean less than twenty (20) hours per week.
- 7.3 The normal workday shall not exceed seven (7) hours. If it becomes necessary, employees may be required to work a reasonable period of time beyond the normal workday.
- 7.4 Employees who work six (6) or more hours per day shall have a thirty (30) minute duty free lunch.
- 7.5 Employees shall have one (1) fifteen (15) minute coffee break during the workday to be determined by the employee's immediate supervisor.
- 7.6 The following dates shall be recognized as paid holidays:

New Year's Eve	Columbus Day
New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Patriot's Day	Christmas Eve
Memorial Day	Christmas Day
Juneteenth*	Floating Holiday**
Independence Day	

* for school year employees, Juneteenth shall be a paid holiday on years when the holiday **falls during the school year**. All calendar-year employees will receive Juneteenth as a paid holiday

** To be taken with building principal's approval and without need to hire a substitute secretary.

Compensation time will be granted for holidays falling on Saturdays or Sundays, but may not be taken when school is in session.

- 7.7 Full time employees who work a minimum of forty-two (42) weeks during the work year shall be entitled to the holidays defined in Section 7.6 of this Article.
- 7.8 Full time Employees who work less than forty-two (42) weeks during the work year shall be entitled to all holidays defined in Section 7.6 of this Article which occur during a week in which the employee is in a paid status pursuant to this Agreement. In addition, unless on an unpaid leave of absence these employees shall be entitled to New Years' Day as a paid holiday, regardless of whether or not they are in a paid status.
- 7.9 Payment for a holiday shall be made provided the eligible employee shall have worked on her/his last regularly scheduled working day prior to and her/his next regularly scheduled working day following such holiday, or was in a paid status on such preceding and following days in accordance with applicable provision(s) of this Agreement.

- 7.10 Any new holiday proclaimed by the State or Federal Government during the term of this Agreement which requires the closing of public buildings in Massachusetts will be added to the lists of holidays in Section 7.6 of this Article.
- 7.11 Employees in the bargaining unit who work twenty (20) or more hours per week are eligible for applicable benefits of this Agreement, prorated where appropriate.
- 7.12 When a scheduled school session is cancelled due to inclement weather, an administrative assistant will not be expected to report to work that day unless that administrative assistant's supervisor determines that the office workload requires secretarial time that day. In the event that reporting to work is required, the administrative assistant will be given compensation time to be taken when school is not in session. When weather conditions cause a delay in the opening of school, administrative assistants are to report to work at the delayed times required for teachers.
- 7.13 In case of early dismissal of students preceding a holiday, recess, or storm day, clerical personnel will remain on duty until the building principal determines that all students have reached home safely (normally one half (1/2) hour after the students have left the building). This provision will also apply to Central Office clerical personnel with the dismissal time to be determined by the Superintendent of Schools.
- 7.14 On those occasions when any employee covered by this Agreement is requested to work beyond her/his normal workday, a time sheet signed by the employee's immediate supervisor will be filled out for the additional time worked, and the employee shall be compensated at her/his regular hourly rate of pay unless working the additional hours result in the employee working more than thirty-five (35) hours in that particular work week, in which event, said employee shall be paid at one and one half (1.5) times the employee's regular hourly rate of pay for any hours beyond thirty-five (35) in a given work week.
- 7.15 All members of the bargaining unit shall be released at 3:00 P.M. one day per year for a general meeting provided that it is scheduled on a Thursday (early release day) and the Superintendent is given five (5) day's advance notice in writing.

ARTICLE VIII **VACANCIES**

- 8.1 Whenever a vacancy occurs (including the establishment of a new position) in a bargaining unit position which shall be filled by School Department appointment, it will be publicized by the School Department by means of a notice distributed to the schools for a minimum of five (5) school days prior to the appointment being made. If a vacancy or new position occurs during the summer months, the School Department will notify the Association in writing. During the summer, employees may become informed of any vacancies by contacting the Association or the School Department. The qualifications for the position and its duties will be clearly set forth. Employees interested in the position shall apply in writing during the posting period and shall include with their application a summary of their qualifications. The Superintendent or his/her designee, will review all applications, the summaries of qualifications, and other relevant factors. In filling such

vacancies, serious consideration will be given to qualified employees already employed by the School Department.

- 8.2 Employees shall be given at least one (1) week's (7 calendar days) notice of any transfer to a different work site or any other change in assignment, except in unusual circumstances.

ARTICLE IX **EVALUATION**

- 9.1 All monitoring or observation of the work performance of an employee will be conducted openly. Within a reasonable length of time, employees will be given a copy of any evaluation report prepared by their supervisors and will have the right, upon written request, to review and respond to the contents of their personnel files.
- 9.2 The employer reserves the right to evaluate the job performance of employees at reasonable times. A copy of any evaluation report will be forwarded to the office of the Superintendent of Schools and placed in the employee's personnel file. Any evaluation report of an employee shall be signed by the employee, not to indicate that he/she necessarily agrees with the evaluation, but as an indication that he/she has seen it. If an employee disagrees with an evaluation, he/she may respond, in writing, within ten (10) school days. The evaluator will receive a copy of said response, and the response will then be attached to the evaluation in the personnel file of the employee.
- 9.3 No material derogatory to an employee's conduct, service, character, or personality will be placed in the employee's personnel file unless a copy of the material has been provided to the employee.
- 9.4 An employee shall have the right to answer in writing any complaints filed in his/her personnel file, and said answer shall be attached to the complaint and reviewed by the Superintendent of Schools. The failure of the Administration to respond to the aforesaid employee's answer shall not indicate agreement with the employee's answer.
- 9.5 The employer is responsible for the disciplining of employees for delinquency of performance or other just cause. No employee will be disciplined or reprimanded in the presence of other persons except administrators and/or Association representatives. If an employee is to be disciplined, he/she shall have the right to have an Association representative present.
- 9.6 No employee who has completed his/her probationary period of ninety (90) calendar days of continuous service will be disciplined, or discharged, without just cause.

ARTICLE X
SICK LEAVE

- 10.1 Members of the bargaining unit who have completed thirty (30) weeks of service following original employment shall be allowed the following number of paid sick leave days each contract year:
- a. thirteen (13) days for members of the bargaining unit who work thirty-eighty (38) weeks;
 - b. fifteen (15) days for members of the bargaining unit who work forty-two (42) weeks;
 - c. fifteen (15) days for members of the bargaining unit who work forty-six (46) weeks;
 - d. fifteen (15) days for members of the bargaining unit who work fifty-two (52) weeks.

Any member of the bargaining unit whose length of service from her/his initial date of employment in any contract year is less than thirty (30) weeks shall be granted one and one-half (1.5) days per month for that contract year, and then shall be granted the appropriate annual number of sick leave days according to her/his work year during each subsequent year of employment. 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. It is agreed that sick leave is to be used for the personal illness or injury of the member of the bargaining unit, except as otherwise provided herein.

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)~~ **ten (10)** days of sick leave per school year to care for a member of the immediate family.

- 10.2 An employee in continuous employment shall be credited with the unused portion of his/her sick leave up to a maximum of one hundred sixty-five (165) days. Employees who have accumulated one hundred sixty-five (165) days prior to July 1 will receive an additional fifteen (15) days of non-cumulative, annual sick leave and any days used during that contract year shall come from the 15 additional sick days. In the event any sick leave days credited as of July 1 would bring an employee's total accumulation to more than one hundred sixty-five (165) days, such excess days shall be deemed to be non-cumulative. At the end of the contract year, the non-cumulative sick days shall be eliminated and, if the member has maintained 165 sick days, the member shall receive an additional 15 sick days for the subsequent contract year.
- 10.3 If the amount of sick leave credit provided by the foregoing is about to be exhausted, an employee may make application to the School Committee for borrowing additional sick leave time. Such application shall be made to the School Committee, which is authorized

to grant such additional allowance as it may determine to be equitable after reviewing all circumstances including the employee's attendance and performance record prior to conditions supporting his/her request for the additional allowance. This borrowed leave shall be repaid to the School Department at a minimum of one-half the rate of accrual outlined in Section 10.1 of this Article.

- 10.4 Sick leave must be authorized by the employee's immediate supervisor, and must be reported, on forms provided for same, to the Central Office.
- 10.5 (a) An employee who is absent from work due to illness, injury, disability or any paid or unpaid leave as a result of any illness, injury, or disability may be required to submit a medical certificate with appropriate medical evidence from a regularly licensed and practicing physician, or psychiatrist, or other appropriately licensed professional of his/her choice, indicating the nature of the illness, injury, disability, mental condition, or other reasons for the absence, the prognosis, and whether and when the employee is physically and/or mentally capable of returning to work.
- (b) When circumstances reasonably warrant the same, the Superintendent may require an employee absent from work to produce a medical certification from a licensed and practicing physician, psychiatrist or other licensed professional appropriately specialized in the field of the illness, injury or disability, and selected from the staff of a facility agreed upon with the Association, indicating the nature and dates of illness, injury, disability, mental condition, or absence for other reasons, the prognosis, and any other appropriate and relevant medical evidence, including whether and when the employee is physically and/or mentally capable of returning to work. Said professionals at any such facility may require the employee to be examined by such other specialists as they may deem appropriate in order to produce the required medical certification.
- (c) The parties to this Agreement agree that consistent attendance of staff is essential to providing services of the highest possible quality to the students of the Marshfield Public Schools. The Superintendent or his/her designee may meet with, talk to, or otherwise communicate with staff members concerning their attendance and/or use of sick leave and take any appropriate action with respect to such absences, subject always to the provisions of this Agreement.
- (d) The costs of any medical certifications required pursuant to paragraphs (a), (b) and (c) of this Article shall be paid for by the Committee.
- 10.6 Members of the bargaining unit shall be compensated in cash for all unused sick leave up to a maximum of seventy-five (75) days when they are permanently separated from employment as a result of retirement under the terms of the Massachusetts retirement Plan, or death. In the event of the death of a member of the bargaining unit, payment shall be made to the estate of the member. This benefit shall not be available to members of the bargaining unit hired after July 1, 2013.

ARTICLE XI
SICK LEAVE BANK

11.1 A sick leave bank shall be established whereby members of the bargaining unit with at least one (1) year of employment in the Marshfield Public Schools may deposit one (1) day of the sick leave to which they are entitled each year. Effective July 1, 2019, bargaining unit members, upon initial enrollment in the Sick Bank, will be assessed one (1) sick day. Any bargaining unit members already enrolled in the Sick Bank and those who make the initial donation of one (1) sick day shall not be assessed an additional sick day unless the total number of days in the Sick Bank falls below two hundred (200), at which time all members shall be assessed one (1) sick day. Members who have a protracted disability and who have used up the sick time to which they are entitled, may apply to draw on the sick bank. There shall be a Sick Leave Bank Committee (SLBC), consisting of two (2) members selected by the Association and two (2) members selected by the School Committee. A fifth member of the Sick Leave Bank Committee as described above will be elected by the unanimous vote of the four (4) members. If the members are unable to agree, the School Committee and the Association shall meet to select the fifth (5th) member. This fifth member will not have voting rights unless there is a tie vote on the request for days from the Sick Leave Bank. In order for the SLBC to make a decision, at least four (4) members of the SLBC must be present at the SLBC meeting. This Sick Leave Bank Committee shall have full control of the Sick Leave Bank. The operation of the bank and the withdrawals therefrom shall be carried out in accordance with the following guidelines:

1. All deposits to the sick leave bank are to be voluntary.

Enrollment of new members in the program will take place between September 1 and October 15 each year. Unless the individual employee notifies the Superintendent in writing by October 15 of that school year that she/he does not want to participate in the bank, all unit members who have already donated to the sick leave bank will continue to be members in the program and shall have one (1) day of annual sick leave automatically deducted from their personal accumulation when the Sick Bank days fall below two hundred (200) days.

2. Only those who deposit to the bank may be permitted to withdraw from the bank.

3. All written requests for withdrawal from the bank must be accompanied by the reason explaining the disability. A decision on whether to grant the request submitted by the member of the Sick Leave Bank shall be made by the Sick Leave Bank Committee. Decisions of the Sick Leave Bank Committee shall not be subject to appeal.

11.2 The following criteria shall be used by the Sick Leave Bank Committee in administering the bank and in determining eligibility and the amount of leave to be granted:

- a. Adequate medical evidence of serious disability;
- b. Prior utilization of all eligible sick leave.

- 11.3 The number of days requested from the bank must be specified at the time of the initial request, and shall be at most fifteen (15) days.
- 11.4 Any request for extension of days after the initial request from the bank will be reviewed and decided upon by the Sick Leave Bank Committee.
- 11.5 No days may be withdrawn from the Sick Leave Bank for use for any other reason than serious disability.
- 11.6 If the Sick Leave Bank becomes exhausted and more days are needed, it shall be renewed by the contribution of one (1) additional day of sick leave by each member of the Sick Leave Bank. A maximum of two (2) days per year may be contributed.
- 11.7 All of the number of unused days left in the bank at the end of a contractual year shall be carried over to the next contractual year.

ARTICLE XII
TEMPORARY LEAVES OF ABSENCE

- 12.1 In the cases of Temporary Leaves of Absence provided in this Article, no deduction is to be made from accumulated sick leave.
- 12.2 Employees shall be entitled to the following temporary leave of absence with pay each year, subject to the conditions of each subsection:
- a. Employees will be granted one professional day each year to attend seminars, workshops, or conferences. The day to be taken will have the approval of the employee's supervisor;
 - b. Two (2) members of the bargaining unit shall be granted up to two (2) days each year to attend the Massachusetts Teachers Association, National Education Association, and/or Plymouth County Education Association Conferences and Conventions.
 - c. Emergency leave up to five (5) consecutive work days for death in the employee's immediate family. Immediate family shall be defined to include wife, husband, mother, father, child, brother, sister, mother-in-law, father-in-law, child-in-law, brother-in-law, sister-in-law, and grandparents. One bereavement day will be granted for the death of an aunt, uncle, cousin, niece, or nephew. In all cases, the date of notification of a death of a relative shall not be counted as part of the bereavement leave. In the event of the death of other relatives, leave will be handled at the discretion of the Superintendent of Schools, or his/her designee;
 - d. A request for paid leave up to three (3) days per year may be approved by the Superintendent or his/her designee. Request for personal leave should be made in writing five (5) days in advance, if possible. 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*

- 12.3 The Committee agrees to pay regular compensation to an employee for the first three (3) days of jury duty as required by Chapter 234A, Section 48, and the difference between the employee's wages and the compensation received by the employee for jury duty thereafter pursuant to Chapter 234A, Section 51.
- 12.4 The Superintendent may grant unpaid leaves of absence, or, in appropriate circumstances, place an employee on paid administrative leave.

ARTICLE XIII **EXTENDED LEAVES OF ABSENCE**

13.1 PARENTAL LEAVE AND CHILD-REARING LEAVE

- a. Parental Leave. "Parental leave shall commence on the first day of absence tied to the birth or adoption of a child. Parental leave shall run for forty (40) school days from the first date of absence for a birth parent, which period shall be interrupted by vacation periods. Birth parents may use accumulated sick leave for parental leave during the forty (40) day period under the conditions set forth in Article X during such period as the employee is disabled. Non-birth and adoptive parents shall be eligible to use up to two (2) weeks of accrued sick leave during a parental leave, provided that the two weeks' leave must be taken consecutively and it must be taken within the eight-week parental leave period. At least one month prior to the employee's return from leave, the employee may be required to furnish the Superintendent with a statement from the employee's physician attesting to the employee's ability to resume the full performance of the duties and responsibilities of the employee's position."
- b. Child-rearing leave. "Following Parental Leave, a child-rearing leave of up two (2) years (inclusive of the Parental Leave) or any fraction thereof shall be granted to employees without pay."

- 13.2 **ADOPTION** – An employee adopting a child up to the age of four (4) shall be entitled, upon request, to a leave of absence of up to two (2) years or fraction thereof to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary, in order for the employee to fulfill requirements for adoption. Pursuant to the provisions of section 13.1 applicable hereto, said employee shall not return from adoption leave until the commencement of the applicable school year following such leave unless a waiver is granted by the Superintendent.

- 13.3 A member of the bargaining unit with five (5) or more years of continuous service in the Marshfield Public Schools may be granted by the Superintendent of Schools an extended Emergency Leave of Absence (ELOA) of up to two (2) years without pay for personal family or medical reasons. Any member of the bargaining unit granted such leave must submit a letter every six (6) months from the date the leave was granted to the Superintendent as to their intention for the next six (6) months. Any member of the bargaining unit granted an ELOA shall resume an equivalent position upon his/her return as he/she held when ELOA was granted, and shall assume the same step level they held upon his/her departure, subject to the provisions of Sections 6.3, 6.4, and 6.8 of this Agreement.
- 13.4 An employee on leave under any provision of this Article shall advise the Superintendent in writing, no later than March 1 of any year, of his/her intention to return to work the following year.

13.5 **Family Medical Leave**

The parties agree that the following procedures and understandings shall be applicable to leave requests pursuant to The Family and Medical Leave Act of 1993 (hereinafter "FMLA" or "the Act"):

A. Eligibility

1. FMLA leaves will be available to all bargaining unit employees who have worked for the Marshfield Public Schools for at least twelve (12) months and who have worked at least 1,250 hours during the twelve (12) month period immediately preceding the date of commencement of the leave requested.
2. Such leaves may be available:
 - a. To care for a newly born son or daughter, a newly adopted or newly placed foster child; or
 - b. To care for a son, daughter, spouse or a parent who has a serious health condition; or
 - c. To deal with the employee's own serious health condition if the employee is unable to perform the functions of his or her position.

All definitions of applicable terms such as, but not limited to, " spouse", "son", daughter", "parent", "serious health condition", "health care provider" as used in this Article shall be as such terms are defined in the Act itself. Nothing herein shall be construed to conflict with any applicable provisions of the FMLA.

3. Eligible employees shall be entitled to up to twelve (12) weeks of leave during the twelve (12) consecutive month period beginning with the commencement of the leave, subject always to compliance with all applicable conditions set forth below. Normally, days and/or weeks of such leave must be taken consecutively.
4. " In loco parentis" relationships must be expressly described by a statement in any FMLA leave request indicating that the applicant is responsible for the care of the person concerned "in place of a parent".

B. Notice Requirement

Eligible employees must provide at least thirty (30) days prior written notice of any request for such leave when the need for such leave is foreseeable such as for the expected birth or placement of a child or planned medical treatment(s). Notice of such leave must be given as soon as practicable if such thirty (30) days prior notice is not possible due to the emergency nature of the leave.

C. Medical Certification(s) Required

1. Appropriate medical certification(s) supporting the need for such leave due to a serious health condition of the employee or a spouse, son, daughter or parent ("immediate family") must be provided from an appropriate health care provider as a condition of such leave.
2. The Administration may require reasonable and periodic reports and/or re-certifications of an employee's status or that of an immediate family member as a condition of the continuation of such leave, including the employee's intention to return to employment.
3. Fitness for duty certification(s) indicating an employee is able to return to work may be required after any FMLA leave, or any other leave(s), taken because of personal illness.
4. Any required medical certification must contain the following:
 - (a) the date on which the serious health condition(s) commenced;
 - (b) the probable duration of the condition(s);
 - (c) the appropriate medical facts within the knowledge of the health care provider regarding the condition(s);
 - (d) (i) a statement that the employee is needed to care for the son, daughter, spouse or parent and an estimate of the

- (ii) amount of time needed to provide the care; or
a statement that the employee is unable to perform the functions of his or her position;
 - (e) for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates the treatment is expected and the duration of the treatment;
 - (f) for intermittent leave or leave on a reduced leave schedule because of a serious health condition that makes the employee unable to perform the functions of his or her position, a statement of the medical necessity for, and the expected duration of, the intermittent leave or leave on a reduced leave schedule; and
 - (g) for intermittent leave or leave on a reduced leave schedule in order to care for a spouse, son daughter, or parent with a serious health condition, a statement that the intermittent leave or leave on a reduced schedule is medically necessary for the care of the spouse, son, daughter, or parent, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
 - (h) Forms made available by the United States Department of Labor may be utilized for any medical certification requirements.
5. The Administration may also require second or third medical opinions as defined in the Act at the school district's expense in the event the Administration has reason to question the validity of any certification or re-certification provided by the employee.

D. Leaves, Limitations, Instructional Employees

1. Intermittent or reduced leaves may not be taken after the birth of a child or for purposes of adoption.
2. Employees must make reasonable efforts to schedule planned medical treatment(s) so they do not unduly disrupt the operations of the district.
3. Eligibility for leaves for the birth or placement of a child (for adoption or foster care) expires at the end of the twelve (12) month period beginning on the date of birth or placement.
4. In the event a husband and wife each work in the district and are eligible for FMLA leave, any such leave(s) for the birth or placement of a child or care of a sick parent may be limited to a total aggregate of twelve (12) workweeks.

5. The special rules set forth in Section 108 of the Act for employees employed principally in an instructional capacity and pertaining to intermittent leaves, leaves on a reduced schedule, temporary transfers to alternative positions and periods of leave near the conclusion of an academic term may be exercised, applied, and/or required by the school district in order to lessen the impact of any such leaves upon the students affected thereby.

E. Health Insurance, Seniority, Other Benefits

1. Health and life insurance will be continued during any period of approved FMLA leave. Required employee health and life insurance contributions shall be set off against the employee's first paycheck upon the employee's return to work and upon subsequent paychecks, if need be, until all such contributions have been fully paid.
2. Monies owing the Town and/or Committee if an employee does not return to work shall be set off against available funds owing the employee; if there are no such available funds, the employee will be billed.
3. Seniority and other employment benefits shall not continue to accrue during the unpaid periods of any FMLA leave(s).
4. Employees shall be required to utilize any paid sick leave to which they may be entitled coterminously with the period of any FMLA leave provided pursuant to this Article.
5. Employment decisions un-related to the leave status of any employee shall be made as if the employee were not on leave, including but not thereby limiting the generality of the foregoing, decisions regarding reductions in force.

F. Restoration of Employment. Failure to Fulfill Leave Obligations or Return to Duty

1. An employee returning from an FMLA leave shall be restored to the position he or she held when the leave commenced or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
2. Employees who fail to adhere to any applicable conditions, re-certifications or other requirements of any FMLA leave(s) may be denied a continuation of any such leave(s).
3. In the event an employee claims he or she is unable to return to work after an FMLA leave has expired because of the continuation, re-occurrence or onset of a serious health condition of the employee,

spouse, son, daughter, or parent, the Administration may require certification of such claims by an appropriate health care provider. Any requests for such certification(s) of claims shall not be considered or construed to be a grant of, or a continuation of, any leave granted pursuant to this Article.

4. Failure to timely respond to any requests concerning the employee's intention to return to work as well as an employee's failure to return to work at the expiration of any leave hereunder may result in a determination that the employee has abandoned his or her employment, is unable to continue employment because of incapacity and/or has voluntarily resigned.
- 13.6 Additional extended leaves of absence may be granted by the Superintendent of Schools. The Superintendent's decision relative to granting additional extended leaves of absence shall not be subject to the arbitration provisions of this Agreement.
- 13.7 Any position filled to cover an extended leave of absence shall be considered a temporary position.
- 13.8 Unless otherwise required by applicable federal or state law (such as in the case of military leave), no staff member may be absent from employment as a result of any leave(s) or any combination of leave(s) taken pursuant to this Article for longer than three (3) consecutive school years.

ARTICLE XIV **REDUCTION IN FORCE**

The Marshfield School System retains the exclusive right and sole responsibility to determine the number of professional and other positions needed in the school system including the right to determine the number of employees to be laid off, recalled, or that a particular type of service should be discontinued in whole or in part. Such decisions shall not be subject to the grievance and arbitration provisions of this Agreement, but once made, the following policy for reduction in personnel will be followed:

- 14.1 In the event it becomes necessary to reduce the number of employees in the bargaining unit, layoffs will be determined by employee job performance, as reflected in employee evaluations. Where the evaluations of two employees are equal, seniority will serve as the tie-breaker. Based on the evaluation instrument in effect, if two employees have comparable scores and one employee scored a 1 (lowest score) on any category, the employee receiving the 1 shall be laid off before the employee who did not receive a 1.
- 14.2 Employees whose employment will be terminated in full or in part shall be given notice at least thirty (30) days prior to the layoff date. The Association will also be forwarded a copy of the notice.

- 14.3 Employees who have been notified of layoff may displace a less senior employee in a different classification if the employee who receives the layoff notice has had work experience in the Marshfield Public Schools in that classification and/or has the qualifications and the skills required by that different classification. Part time employees may not displace full time employees.
- 14.4 If employees who are laid off request in writing to the Superintendent to be placed on recall, then during a period of two (2) years from the effective date of their layoff, such employees shall be given preference for recall as vacancies develop to the same or similar positions for which they are qualified.
- 14.5 In the event of recall, employees shall be notified by Certified Mail to their last address of record with the Superintendent and must advise the Superintendent of their acceptance of the position being offered within ten (10) business days following the date of mailing of said notice, or forfeit all recall rights. The school system shall not be required to make more than one offer of re-employment during the period that an employee is eligible for recall.
- 14.6 Employees recalled pursuant to the above provisions shall be credited with all accrued time in service of the school system prior to the effective date of layoff for the purposes of placement on the salary schedule, entitlement to other benefits based upon length of service, and any previously unused sick leave.
- 14.7 For the purposes of this Article, seniority will be defined as set forth in Article XV, Seniority, of this Agreement.
- 14.8 During the recall period, employees shall be entitled to participate in all group life, accidental and health insurance programs by paying one hundred percent (100%) of the premiums.
- 14.9 For purposes of any Reduction in Force, the classifications shall be defined as follows:
- a. School based administrative assistant positions
 - b. District based administrative assistant positions
 - c. Payroll positions
 - d. Account payable position

ARTICLE XV **SENIORITY**

- 15.1 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). .
- 15.2 In the event that two or more employees have the same initial date of employment, lots will be drawn to establish the placement on the seniority list.
- 15.3 Seniority shall continue to accrue during any time that an employee is on a paid leave of absence. Seniority will not accrue while an employee is on any unpaid leave of absence.

- 15.4 A list specifying the seniority of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the President of the Association as soon as reasonably possible following the execution of this Agreement and annually thereafter on or before September one. If no challenge to the list is made by the Association within thirty (30) days of receipt of the list, the list stands as written. The seniority list prepared by the Superintendent need not specify an employee's length of service in years, months, and days, but for the parties' convenience may solely indicate an employee's length of service in terms of years and months. However, in all cases, days of service shall be counted in determining employees' seniority for purposes of any reduction in force.

ARTICLE XVI
PERSONAL INJURY BENEFITS

- 16.1 Employees shall be provided with Workers' Compensation coverage pursuant to the terms of Massachusetts General Laws, Chapter 152, as it may from time to time be amended.
- 16.2 During the period an employee is receiving Workers' Compensation, she/he shall be able to accumulate seniority up to a maximum of one (1) year during the period of absence from work.

ARTICLE XVII
INSURANCE AND ANNUITY PLAN

- 17.1 The Town of Marshfield will pay its authorized percentage or dollar amount, as permitted by law, of the cost of the following:
- (a) A \$10,000.00 term life insurance plan;
 - (b) Individual or family coverage, whichever applies in the particular case, for Blue Cross/Blue Shield health insurance or other optional insurance for services of a health care or health maintenance organization (HMO).
 - (c) Effective July 1, 2006 (Open Enrollment May, 2006), the Town shall not provide an indemnity health insurance plan (BC/BS Master Health) to employees in the bargaining unit. The Association hereby recognizes and agrees that the Town of Marshfield and the Marshfield School Committee shall be under no obligation to negotiate with the Association with respect to any changes which may be made by the insurance carrier or carriers or any plan, program, or contract(s) of insurance provided to members of the bargaining unit by the Town of Marshfield with respect to the eligibility for, or payment of benefits thereunder, or co-payments or any other fees or charges required to be paid by members of the bargaining unit as a condition of receipt of any benefits provided pursuant to any such plans, programs or contract(s), no matter however denominated or described, including without limiting the generality of the foregoing, any changes in payments or co-payments associated with office visits, physicals, emergency room care or prescription drugs.

- 17.2 The Committee and the Association agree to allow members of the bargaining unit represented by the Association to participate in the Town of Marshfield Premium Conversion Plan, a so-called "cafeteria plan", established pursuant to Section 125 of the Internal Revenue Service Code in order to allow employees of the Town of Marshfield to utilize pre-tax income to pay their contributions toward the premium cost of health, life, and dental insurance provided such employees, pursuant to Massachusetts General Law, Chapter 32B. The Committee and the Association further agree that in the event said cafeteria plan is amended or terminated by the Town, the Committee, upon the request of the Association, agrees to negotiate regarding any such amendments or, in the event of termination, regarding the establishment of an alternative plan.
- 17.3 (a) The Committee will, at the written request of an employee, enter into an agreement with said employee to reduce the amount of his/her salary pursuant to Section 403 of the Internal Revenue Code, as amended and in accordance with M.G.L. c.71, Section 37B, and to apply the amount of said reduction in salary to the purchase of a tax sheltered annuity plan for said employee, provided, however, that the Committee will not purchase any such contracts from a company unless the company has at least five (5) employees enrolled as members. Also new companies must have five (5) or more employees enrolled before the Committee will purchase contracts from them. The Committee will continue to contract with all existing companies with less than five (5) employees enrolled; however, no new contract will be purchased from such companies unless a total of five (5) or more employees are enrolled.
- (b) All new agreements for tax sheltered annuities, changes in companies as well as any changes in the amount of the deductions to be made shall be entered into or completed with ninety (90) calendar days of the opening of a school year. Each employee may effectuate changes and/or enter new agreements on one additional occasion during each school year, provided all such changes or new agreements shall be effective during the month of March in the 2002-2003 work year and during the month of January in all subsequent years of this Agreement.
- (c) Deductions will be made in equal amounts each pay period by the Committee from the employee's paycheck.
- (d) A policy may be canceled by an employee at any time during the school year.
- (e) Nothing herein shall be construed to conflict with the provisions of M.G.L. Chapter 71, Section 37B, as said Section may, from time to time, be amended.

ARTICLE XVIII
PAYROLL DEDUCTIONS

- (a) The Committee hereby accepts the provisions of Section 17C of Chapter 180 and Chapter 149, Section 178B of the General Laws of Massachusetts, and in accordance therewith, shall certify to the Treasurer of the Town of Marshfield all payroll deductions for payment of employee dues (Marshfield Education Association, Massachusetts Teachers Association, National Education Association, and tax sheltered annuities duly authorized by Employees covered by this Agreement.
- (b) The Superintendent or his/her designee shall certify to the Treasurer of the Town of Marshfield all payroll deductions for the payment of dues and/or Agency Service Fees to the Association that have been duly authorized in writing by employees covered by this Agreement
 - (a)
 - (b) A.
 - (c)
- (d) The Superintendent or his/her designee shall certify to the Treasurer of Marshfield all payroll deductions for the payment of dues to the Association that have been duly authorized by employees covered by this Agreement.
- (e) The Committee's obligation to make such deductions concerning an employee shall terminate automatically upon notice of termination of the employee who submitted the authorization, or upon receipt of a timely and properly written notice revoking such authorization, except that deductions shall be resumed if any employee who has been laid off is recalled, and no period of revocation intervened during his layoff period.
- (f) The Association shall indemnify and save the Committee harmless against any claim, demand, suit, or any other form of liability that may arise out of, or by reason of, action taken or not taken by the Superintendent for the purpose of complying with this Article, or in compliance with any dues deduction authorization furnished to the Committee

ARTICLE XIX
PROFESSIONAL DEVELOPMENT

The Committee will grant financial assistance to members of the bargaining unit who pursue advanced study under the following conditions:

- 19.1 **ELIGIBILITY** – In order to be eligible for assistance under this Article, a member of the bargaining unit must pursue only such courses which are directly related to the member’s job, subject to the approval in advance of the Superintendent, or his designee.
- 19.2 **FINANCIAL ASSISTANCE** – If a member of the bargaining unit is eligible for

assistance under this Article, the Committee will pay seventy-five percent (75%) of the cost of courses taken with a limit of three hundred dollars (\$300.00) per individual, and a total limit of three thousand dollars (\$3000.00) for the entire bargaining unit.

19.3 Financial assistance will be provided only after the course(s) and/or program(s) have been approved in advance by the Superintendent, or his designee. In addition, a member of the bargaining unit shall be eligible to receive financial assistance upon presentation of evidence of payment for and completion of the course(s) and/or program(s).

19.4 ~~If the Administration determines that in-service training is necessary to improve job performance, any such training shall be provided at no cost to the employee.~~ **The District agrees that it will provide bargaining unit members with training, troubleshooting, etc., in a timely, organized and formal manner on a regular basis, with follow-up with members.**

19.5 The parties will develop a process for members to provide input on professional development processes and development, independent of other bargaining units.

ARTICLE XX

RETIREMENT INCENTIVE PROGRAM

20.1 Members of the bargaining unit who have fifteen (15) years of continuous service in the Marshfield Public Schools and who have reached the maximum step of the salary schedule will be eligible to participate in the Retirement Incentive Program.

20.2 Members of the bargaining unit who wish to participate in this program during the following fiscal year must submit written notice no later than December 1 of the current fiscal year. Any and all retirement benefits accrued are to be paid at the beginning of the next fiscal year (consistent with the date of intent to retire). Exceptions to the above will be at the written discretion of the Superintendent or his designee, and shall not be subject to the grievance and arbitration provisions of this Agreement.

20.3 No more than three (3) members of the bargaining unit may participate in this program in one fiscal year. In the event that more than three members apply for participation in any fiscal year, eligibility will be determined by seniority. Final determination of those members eligible for participation in the following fiscal year will be made in April of the current fiscal year.

20.4 Members of the bargaining unit who participate in the Retirement Incentive Program will receive a one-time payment of two thousand five hundred dollars (\$2,500.00) within sixty (60) days after submission of evidence from the Plymouth County Retirement Board that they have chosen to retire and have been approved for a retirement allowance.

20.5 Payments to a member who retires in May or June may be made before or after the

following July 1 at the discretion of the Superintendent of Schools, or his designee.

- 20.6 No member of the bargaining unit who initially applies to participate in this program and later chooses not to retire, before receiving the incentive payment of \$2,500.00, may be compelled to retire.

ARTICLE XXI **LONGEVITY**

Longevity compensation shall be granted for years of continuous service as follows:

- 21.1 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 (\$300.00)). On subsequent years up through the tenth anniversary, the employee shall receive an additional thirty dollars (\$30.00) for each year of service. For each subsequent year following the employee's tenth anniversary, the employee shall receive an additional forty dollars (\$40.00). Longevity payments will be made in a separate check on the first scheduled pay date in December. For employees who may be on approved leaves of absence without pay, such leaves will not break continuity of service under this Article. However, the period of time during which an employee is on an approved leave of absence without pay will not be credited for purposes of time earned for eligibility toward longevity.

ARTICLE XXII **VACATIONS**

- 22.1 Full time employees who work a minimum of forty-two (42) weeks during the work year shall be granted two (2) weeks of paid vacation provided the employees have completed thirty (30) weeks of continuous service prior to July one.
- 22.2 Full time employees who work a minimum of forty-two (42) weeks during the work year with less than thirty (30) weeks of continuous service as of July one shall be granted one and one quarter days of paid vacation for each full month of service completed prior to July one, but not to exceed one (1) week of paid vacation.
- 22.3 Full time employees who work a minimum of forty-two (42) weeks during the work year who have completed four (4) years of continuous service shall be granted three (3) weeks of paid vacation to be taken in the year from July one to June thirty following the year in which the member completes her/his four (4) years of continuous service.
- 22.4 Full time employees who work a minimum of forty-two (42) weeks during the work year who have completed eight (8) years of continuous service shall be granted four (4) weeks of paid vacation to be taken in the year from July one to June thirty following the year in which the member completes her/his eight (8) years of continuous service.

- 22.5 Full time employees who work less than forty-two (42) weeks during the work year shall earn full credit for years worked toward paid vacation accrual pursuant to this Article in the event they are subsequently appointed to positions having a work year of forty-two (42) or more weeks.
- 22.6 Upon the death of a member of the bargaining unit who is eligible for vacation pursuant to this Article, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued but not used by the member.
- 22.7 A member of the bargaining unit whose employment relationship with the Marshfield Public Schools is terminated for reasons other than for cause, which shall include but not limited to resignation with a minimum of two (2) weeks' notice, retirement, and layoff, shall be granted an amount of money equal to any vacation allowance which has been accrued but not used by the member.
- 22.8 Absences due to illness in excess of that which is authorized for that purpose in this Agreement may, at the discretion of the Superintendent or his designee, be charged to accrued vacation.
- 22.9 A member of the bargaining unit shall be granted an additional day of vacation if, while on vacation, a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday, Friday, or Saturday.
- 22.10 Vacation allowances provided under this Article will be calculated on a twelve (12) month period commencing on July one and ending on June thirty. The vacations must be taken in the twelve (12) month period that immediately follows the accrual of vacation, except as otherwise provided in this Section. In unusual circumstances, the Superintendent may grant exceptions to the requirement to take vacation during said twelve (12) month period. Such vacation shall be granted by the Superintendent at such time as, in his opinion, will cause the least interference with the performance of the regular work of the School Department. A member of the bargaining unit may carry over from one year to the next a maximum of ten (10) days of vacation.
- 22.11 A member of the bargaining unit shall not be allowed to work during her/his vacation leave and be compensated with extra pay without the approval of the Superintendent of Schools.

ARTICLE XXIII
GENERAL

- 23.1 There will be no reprisals of any kind taken against any employee by reason of her/his membership or non-membership in the Association or participation in its activities.
- 23.2 The cost of printing copies of this Agreement, if any, will be shared equally by the Association and the Committee. The format will be in a form mutually agreed upon by both parties. A copy will be distributed to each member of the bargaining unit.
- 23.3 Should any provision of this Agreement or any application of this Agreement to any employee or a group of employees be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. This Agreement is created under, is governed by, and is to be construed under the laws of the Commonwealth of Massachusetts.
- 23.4 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, all prior correspondence, memoranda, and agreements and undertakings, oral or written, being merged herein and without effect hereon. This Agreement may be modified only by written instrument signed by parties hereto.
- 23.5 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 (21) work day of continuous service. Newly hired members of the bargaining unit may be replaced at steps one (1), two (2), or three (3) of the salary schedule upon initial employment.
- 23.6 Up to three (3) members of the bargaining unit who hold official positions in the Association shall be permitted to attend monthly Executive Board meetings of the Association.
- 23.7 The parties agree that Tech Ed. and security will communicate and discuss security procedures with bargaining unit members and provide training for using equipment or any new systems.
- 23.8 The District will provide and attempt to make uniform where possible, all parent and student forms.
- 23.9 The District will provide parent/student forms in languages other than English when necessary and where possible.

ARTICLE XXIV

DURATION

This Agreement shall be effective as of July 1, 2016 and will continue and remain in full force and effect until June 30, 2019.

The parties will enter into negotiations for a successor agreement to become effective as of July 1, 2019.

If negotiations for a successor agreement are not completed by June 30, 2019, this Agreement shall remain in full force and effect for a period of one year pending the resolution of the parties' negotiations, unless it is extended further by mutual agreement between the Association and the School Committee.

IN WITNESS WHEREOF, the duly authorized Representatives of the Marshfield School Committee and the Marshfield Education Association Clerical Personnel have hereunto set their hands and seals this 21^s day of June, 2016.

MARSHFIELD SCHOOL COMMITTEE

MARSHFIELD EDUCATION
ASSOCIATION

By: _____

, Chairperson Marshfield School
Committee

By: _____

Sarah Marples, President
Marshfield Education Association

**APPENDIX A
SALARY SCHEDULE**

July 1, 2022 through June 30 2023

School-Based Administrative Assistant (Full Year and School Year)

					10 YRS	15 YRS	20 YRS
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP L1	STEP L2	STEP L3
\$ 19.64	\$ 21.03	\$ 22.39	\$ 23.99	\$ 25.89	\$ 26.95	\$ 28.02	\$ 28.86

District-Based Administrative Assistant

					10 YRS	15 YRS	20 YRS
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP L1	STEP L2	STEP L3
\$ 22.27	\$ 24.50	\$ 26.16	\$ 28.02	\$ 30.00	\$ 31.50	\$ 32.95	\$ 33.94

July 1, 2023 through June 30 2024

School-Based Administrative Assistant (Full Year and School Year)

					10 YRS	15 YRS	20 YRS
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP L1	STEP L2	STEP L3
\$ 21.03	\$ 22.39	\$ 23.99	\$ 25.89	\$ 26.54	\$ 27.63	\$ 28.72	\$ 29.58

District-Based Administrative Assistant

					10 YRS	15 YRS	20 YRS
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP L1	STEP L2	STEP L3
\$ 24.50	\$ 26.16	\$ 28.02	\$ 30.00	\$ 30.75	\$ 32.29	\$ 33.78	\$ 34.79

July 1, 2024 through June 30 2025

School-Based Administrative Assistant (Full Year and School Year)

					10 YRS	14 YRS	19 YRS	24 YRS
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP L1	STEP L2	STEP L3	STEP L4
\$ 21.50	\$ 22.89	\$ 24.53	\$ 26.47	\$ 27.88	\$ 29.00	\$ 30.12	\$ 31.00	\$ 32.00

District-Based Administrative Assistant

					10 YRS	14 YRS	19 YRS	24 YRS
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP L1	STEP L2	STEP L3	STEP L4
\$ 25.05	\$ 26.75	\$ 28.65	\$ 30.68	\$ 32.19	\$ 33.76	\$ 35.29	\$ 36.32	\$ 37.32

APPENDIX Aii
SALARY SCHEDULE-NO PAID LUNCH

Effective July 1, 2019, the Athletic Administrative Assistant, the Guidance Secretary and the Business and Finance Secretary shall have their hourly rates increased by one and one-half percent (1.5%) in recognition of the fact that they are not eligible for a paid lunch.

July 1, 2022 through June 30 2023

School-Based Administrative Assistant (Full Year and School Year)

					10 YRS	15 YRS	20 YRS
Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3
\$ 19.94	\$ 21.35	\$ 22.72	\$ 24.35	\$ 26.28	\$ 27.36	\$ 28.44	\$ 29.29

District-Based Administrative Assistant

					10 YRS	15 YRS	20 YRS
Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3
\$ 22.60	\$ 24.87	\$ 26.55	\$ 28.44	\$ 30.45	\$ 31.97	\$ 33.45	\$ 34.45

July 1, 2023 through June 30 2024

School-Based Administrative Assistant (Full Year and School Year)

					10 YRS	15 YRS	20 YRS
Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3
\$ 21.35	\$ 22.72	\$ 24.35	\$ 26.28	\$ 26.93	\$ 28.04	\$ 29.15	\$ 30.03

District-Based Administrative Assistant

					10 YRS	15 YRS	20 YRS
Step 1	Step 2	Step 3	Step 4	Step 5	Step L1	Step L2	Step L3
\$ 24.87	\$ 26.55	\$ 28.44	\$ 30.45	\$ 31.21	\$ 32.77	\$ 34.28	\$ 35.31

July 1, 2024 through June 30 2025

School-Based Administrative Assistant (Full Year and School Year)

					10 YRS	14 YRS	19 YRS	24 YRS
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP L1	STEP L2	STEP L3	STEP L4
\$ 21.83	\$ 23.24	\$ 24.90	\$ 26.87	\$ 28.29	\$ 29.42	\$ 30.56	\$ 31.45	\$ 32.45

District-Based Administrative Assistant

					10 YRS	14 YRS	19 YRS	24 YRS
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP L1	STEP L2	STEP L3	STEP L4
\$ 25.43	\$ 27.15	\$ 29.08	\$ 31.14	\$ 32.67	\$ 34.26	\$ 35.80	\$ 36.86	\$ 37.86