

**AGREEMENT**

**MARSHFIELD SCHOOL COMMITTEE**

**AND**

**MARSHFIELD EDUCATION ASSOCIATION**

**EDUCATIONAL SUPPORT PERSONNEL**

July 1, ~~2012~~2015– June 30, ~~2015~~2018

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	AGREEMENT	3
	PREAMBLE	3
ARTICLE I	RECOGNITION	3
ARTICLE II	NEGOTIATION PROCEDURE	4
ARTICLE III	GRIEVANCE PROCEDURE	4
ARTICLE IV	MANAGEMENT RIGHTS	7
ARTICLE V	CONTINUITY OF OPERATIONS	8
ARTICLE VI	SALARIES	8
ARTICLE VII	WORK YEAR AND WORKDAY	9
ARTICLE VIII	VACANCIES	11
ARTICLE IX	EVALUATION	11
ARTICLE X	SICK LEAVE	12
ARTICLE XI	SICK LEAVE BANK	13
ARTICLE XII	TEMPORARY LEAVES OF ABSENCE	15
ARTICLE XIII	EXTENDED LEAVES OF ABSENCE	17
ARTICLE XIV	REDUCTION IN FORCE	22
ARTICLE XV	SENIORITY	23
ARTICLE XVI	PERSONAL INJURY BENEFITS	24
ARTICLE XVII	INSURANCE AND ANNUITY PLANS	24
ARTICLE XVIII	PAYROLL DEDUCTIONS AND AGENCY FEE	25
ARTICLE XIX	STAFF DEVELOPMENT	27
ARTICLE XX	GENERAL	28
ARTICLE XXI	DURATION	29
APPENDIX A	SALARY SCHEDULES	33
APPENDIX B	JOB DESCRIPTION	34

## AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made the \_\_\_\_ day of \_\_\_\_\_, ~~2013~~-2015 by the School Committee of the Town of Marshfield, Massachusetts (hereinafter referred to as the Committee) and the Marshfield Education Association/MTA/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 support 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 support staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the support 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 support personnel of the Marshfield School System:

All full-time and regular part-time Educational Support Paraprofessionals and Library Paraprofessionals employed by the Marshfield School Committee, excluding 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 7, 1997, Case Number MCR-4554.

## **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 the 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 the 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 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 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:

- a. Step One - A grievance shall be presented in writing by the employee to his/her 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 Supervisor shall, if requested, meet with the aggrieved employee and a representative of the Association. This meeting shall take place within five (5) days of receipt of the grievance. In the event there is no immediate Supervisor or the 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 or a contrary intention of the parties at the time the 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 which requires the commission of an act prohibited by law; 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 In lieu of submitting to arbitration under the auspices of the American Arbitration Association, the Committee and the Association may mutually agree in writing to submit any grievance to the Massachusetts Board of Conciliation and Arbitration for arbitration, grievance mediation, or both.
- 3.9 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.
- 3.10 A grievance may be withdrawn by the Association at any step of the proceedings.
- 3.11 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.
- 3.12 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.
- 3.13 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 3.14 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.
- 3.15 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, slowdown 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 The salaries of all employees covered by this Agreement are set forth in Appendix A, attached hereto and made a part hereof, reflecting the parties' agreement.

~~The salary schedule in effect as of July 1, 2010 June 30, 2011 shall be increased as follows:~~

<del>Effective July 1, 2012 June 30, 2013</del>	<del>2.0%</del>
<del>Effective July 1, 2013 June 30, 2014</del>	<del>2.19%</del>
<del>Effective July 1, 2014 June 30, 2018</del>	<del>2.0%</del>

- 6.2 An employee in continuous service of the Marshfield Public Schools shall be eligible to advance one step on the salary schedule annually on the anniversary of the employee's date of hire or promotion, whichever is applicable, provided the employee's job performance in the prior year has been satisfactory. Disputes concerning the denial of an annual step increase shall be subject to the grievance and arbitration provisions of this Agreement.
- 6.3 Effective at the beginning of the 2013-2014 work year, employees will be paid in twenty-six (26) equal installments during the school year beginning the second pay period of the school year. Those employees paid in twenty-six (26) equal installments will be paid every second week unless such persons request to receive all deferred payments in one (1) lump sum on the last day of their required attendance in school. The Administration shall distribute a form to each employee in the 2013-2014 school year requesting each employee to select a salary payment schedule (every two (2) weeks after the close of the school year or a lump sum two (2) weeks after the twenty-first pay period). If an employee fails to respond, they will automatically receive his/her payments every two (2) weeks over the course of the summer. If an employee wishes to change his/her choice in subsequent years, they must inform payroll, in writing, no later than May 1<sup>st</sup> of the year in which the change is requested. New employees will elect their payment schedule upon employment.
- 6.4 If a new position covered by this Agreement is established, the Committee will negotiate with the Association over the proper salary prior to permanently filling such position.
- 6.5 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.
- 6.6 Employees with previous employee experience in Marshfield may, upon initial re-employment, be given credit on the salary schedule for such experience.
- 6.7 **Classification Titles**

The classification of positions hereunder as "Educational Support Paraprofessionals" or "Library Paraprofessionals" 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.

6.8 Paraprofessionals working in the school libraries shall receive an annual stipend of fifteen hundred dollars (\$1,500.00) in addition to their annual salary.

6.9 A study committee shall be established with an equal number of representatives of the School Committee and Association to identify ESP assignments which entail substantial responsibilities for physical/medical care, or physical restraint or other extraordinary services for students. The study committee will consider whether such responsibilities can be set forth in a separate job description(s) and whether a separate salary schedule should be developed for such positions. The study committee's recommendations shall be completed prior to January 1, 2016

## **ARTICLE VII WORK YEAR AND WORKDAY**

7.1 The work year of the employees covered by this Agreement shall be defined to be the period beginning on July 1 and ending on June 30. Educational Support Paraprofessionals will normally work on the day before the opening of school for students and on the days of the school year that school is in session. Library Paraprofessionals will work the same work year as the Educational Support Paraprofessionals, plus an additional five (5) days to be scheduled by their Principals/Immediate Supervisors after consultation with the persons involved. 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 Daily work schedules for each employee will be established by the appropriate principal/supervisor.

7.3 The normal workday shall not exceed seven (7) hours excluding lunch. 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 paid duty free lunch. Employees who do not have the thirty (30) minute lunch period at the Middle School or High School will be permitted to leave at the end of the student day.

7.5 Employees shall have a fifteen (15) minute coffee break during the workday to be determined by the employee's immediate supervisor.

- 7.6 With the exception of Labor Day, Christmas, and New Year's Day and Good Friday, members of the bargaining unit will be paid for Federal and State Holidays which fall on Monday through Friday during weeks they work. To be eligible for Labor Day pay, an employee must have worked the preceding week. Employees will be paid for Christmas and New Year's Day and Good Friday whether or not those days fall during weeks they work. In addition, the day after Thanksgiving shall be a paid holiday for members of the bargaining unit normally scheduled to work on Fridays.
- 7.7 Employees who work twenty (20) or more hours per week are eligible for all applicable benefits of this Agreement.
- 7.8 Employees who work ten (10) hours or more per week, but less than twenty (20) hours per week shall be eligible for benefits in Section 7.6 (Paid Holidays) and Appendix A (Salaries) only.
- 7.9 This Agreement shall not apply to employees who work less than ten (10) hours per week.
- 7.10 If school is cancelled before employees are scheduled to report to work, employees shall not be required to report to work. If the start of school is delayed for any reason, employees shall be paid for a normal workday. If school is cancelled after employees have reported to work, such employees shall be allowed to leave when the professional staff is released, and such employees shall be paid for their normal workday.

## **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 to discuss such report with their supervisors. Employees 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 Employees in continuous employment who have completed thirty (30) weeks of service following initial employment shall be entitled to up to twelve (12) days of paid sick leave per fiscal year. Employees employed less than thirty (30) weeks shall receive one and two tenths (1.2) days per month.
- 10.2 Employees in continuous employment may accumulate unused sick leave days from year to year, up to a maximum of one hundred thirty-two (132) days. (Increased accumulation, which began September 1, 1995 shall continue to be credited for the purposes of maximum accumulation hereunder.)
- 10.3 In cases of emergency, absences of up to seven (7) days per school year 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 paraprofessional staff member. (Immediate family is defined father, mother, grandparent, brother, sister, husband, wife, child, ward, or father-in-law, mother-in-law, sister-in-law or brother-in-law.)
- 10.4 Once each year Educational Support Paraprofessionals will be informed in writing by November 1 of the number of sick leave days accumulated as of September 1 of the school year.
- 10.5 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.
- 10.6 When circumstances reasonably warrant the same, the Superintendent may require an employee absent from work for any of the reasons set forth in Paragraph 10.5 above 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.

- 10.7 The parties to this Agreement agree that consistent attendance of professional 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 paraprofessional 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 provision of this Agreement.
- 10.8 The costs of any medical certifications required pursuant to Paragraphs 10.5, 10.6 and 10.7 of this Article shall be paid for by the Committee.
- 10.9 Members of the bargaining unit employed prior to July 1, 1999 shall be compensated in cash for all unused sick leave up to a maximum of sixty (60) days when they are permanently separated from employment as a result of retirement under the terms of the Massachusetts Retirement Plan, or by death. Employees whose initial employment begins on or after July 1, 1999 shall be compensated in cash for all unused sick leave up to a maximum of fifty (50) days when they are permanently separated from employment as a result of retirement under the terms of the Massachusetts Retirement Plan, or by death. In the event of death, payment is to be made to the estate of the employee. The rate of compensation which the employee is receiving at the time of retirement or death shall be used in computing payment provided in this section. This benefit shall not be available to members of the bargaining unit hired after July 1, 2013.

**ARTICLE XI**  
**SICK LEAVE BANK**

- 11.1 Upon the execution of this Agreement, a sick leave bank will be established by the Committee and the Association for use by eligible employees to be administered by a Sick Leave Bank Committee ("SLBC") as set forth below.
- 11.2 The bank shall be established by the voluntary deduction of one (1) day of annual sick leave from each eligible employee's personal accumulation effective September 1 of each fiscal year until the maximum is reached. The maximum number of sick days which may be credited to the bank shall not exceed two hundred (200) unless necessary to receive the contribution of newly hired employees who wish to join the bank. 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 until the maximum is reached.

The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of

two (2) members designated by the Association and two members designated 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 members. If the members are unable to agree, the School Committee and the Association shall meet to select the fifth 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 decisions, at least four members of the SLBC must be present at the SLBC meeting. Utilization of the bank shall be subject to the following conditions:

- a) Sick leave bank days may be granted only for the applicant's disability as a result of personal illness or injury;
- b) ~~To be eligible to withdraw days from the sick leave bank, an employee must have had twenty (20) days of accumulated sick leave as of the beginning of the school year and must have contributed to the bank;~~ To be eligible to withdraw days from the sick leave bank, an employee must have had twenty (20) days of accumulated sick leave as of the beginning of the school year in which days are requested, or as of the beginning of the prior school year, and must have contributed to the bank;
- c) Complete usage of all accumulated or accrued sick leave;
- d) There must not have been any disciplinary action of any kind for sick leave abuse;
- e) A qualified physician's statement from the employee certifying the disability, illness or accident together with any appropriate medical evidence the SLBC deems relevant and necessary to its decision (to be submitted preferably, with the application requesting bank days and any renewal thereof; the SLBC may not act without submission of a physician's statement). All parties agree that such information shall be treated as highly personal and confidential and shall not be divulged to any persons other than the School Committee, the Superintendent or his/her designee, the Sick Leave Bank Committee or designees of the School Committee and the Association;
- f) The initial grant may be less than, but shall not exceed thirty (30) days;
- g) Upon completion of the initial grant, additional grants shall require additional adequate medical evidence, but no individual shall receive more than ninety (90) bank days in any two (2) year period;
- h) The SLBC shall furnish the Superintendent or his/her designee with its written determination of eligibility detailing its considerations with respect to the above

criteria prior to the grant of any sick days. Upon the request of the Association, the School Committee, or the SLBC, the three parties shall meet to discuss any matter pertaining to the administration of the bank.

- 11.3. Any sick bank days granted but not used will be re-credited to the bank. No grants may be made for use in, or carried over to the next fiscal year. All unused days left in the bank will be carried over to the next fiscal year.
- 11.4 If during any fiscal year the bank becomes depleted to twenty (20) days or less, the SLBC shall inform the School Committee and the Association, and the bank shall be renewed by further deduction of one (1) additional day from each eligible employee who is a member of the bank. A maximum of three (3) days per fiscal year may be contributed and/or deducted from each eligible employee who is a member of the bank.
- 11.5 In administering the bank, the SLBC shall not countenance a recipient's abuse of sick bank days or undue delay in processing retirement or other termination of employment because of disability or illness and may reconsider or reduce, at any time, a prior grant of bank days as a result of such abuse or delay.
- 11.6 The SLBC may, with the written agreement of the School Committee and the Association grant additional days beyond the maximums set forth above. The School Committee and the Association may, at any time, amend the provisions of this Article by written agreement.
- 11.7 All decisions of the SLBC with respect to eligibility and any entitlements above shall be final and binding and not subject to the grievance and arbitration procedures herein. Neither shall any failure of agreement to grant additional days pursuant to Section 11.6 be subject to said grievance and arbitration procedures.

**ARTICLE XII**  
**TEMPORARY LEAVES OF ABSENCE**

- 12.1 In the following cases of Temporary Leaves of Absence with pay, no deduction is to be made from accumulated sick leave.
- 12.2 Employees shall be entitled to the following temporary leaves of absence with pay each school year, subject to the conditions of each subsection:
  - a. Employees will be granted one (1) professional day each year to attend seminars, workshops, conferences or their own graduation ceremonies. The day to be taken will have the approval of the building principal or supervisor.

- b. One (1) member of the bargaining unit shall be granted up to two (2) days each year to attend Massachusetts Teachers Association, National Education Association, and/or Plymouth County Education Association conferences and conventions.
- c. ~~Up to seven (7) consecutive calendar days at any one time commencing with or immediately following the date of the death of a member of the immediate family. "Immediate family" for purposes of this section shall be defined as wife, husband, mother, father, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents. In the event of the death of other relatives, leave will be handled at the discretion of the Superintendent, or his/her designee.~~ Up to five (5) working days at any one time commencing with, and to be used within ten (10) working days immediately following, the date of death of a member of the immediate family (father, mother, grandparent, brother, sister, husband, wife, child, ward, or father-in-law, mother-in-law, brother-in-law, or sister-in-law). In the event of death of other relatives, leaves will be handled at the discretion of the Superintendent.
- d. A request for paid leave of up to three (3) days per year because of unusually pressing personal or family business may be approved by the Superintendent of Schools. Request for personal leave should be made in writing five (5) days in advance, if possible. Requests for personal leave may not be authorized on days preceding or following school holidays or vacations unless reasons for such leave are specified in writing and approved by the Superintendent of Schools. Additional personal leave days with pay may be granted by the Superintendent at his/her discretion. The Superintendent's decision relative to granting any such additional personal days with pay shall not be subject to the arbitration provisions of this Agreement.

**REQUEST FOR PERSONAL LEAVE**

Date \_\_\_\_\_

From:

TO: Superintendent of Schools

Ref: Subsection d. of Article XII of Agreement.

- 1. It is requested that I be granted personal leave on \_\_\_\_\_  
for the purpose of \_\_\_\_\_  
\_\_\_\_\_

2. Information contained herein is to remain confidential with the Superintendent of Schools.

e. 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.

12.3 Benefits within this Article shall not be utilized to extend holidays or vacation periods.

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 **MATERNITY LEAVE** - A maternity leave of absence of up to two (2) years or any fraction thereof shall be granted to employees without pay.

An employee who is pregnant shall be entitled, upon request, to a leave of absence to begin at any time between the commencement of her pregnancy and one (1) year after the child is born to her. Said employee shall inform the Superintendent of her desire to take such leave and, except in case of emergency, give notice, in writing, at least thirty (30) days prior to the date on which her leave is to begin. The employee shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.

An employee who is pregnant may continue in active employment as late as her pregnancy permits and she so desires, provided she is able to perform her required work functions, as substantiated by appropriate medical evidence from her doctor. All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be charged to her available sick leave.

Maternity leave shall be granted in accordance with applicable Federal and State statutes, guidelines, and regulations.

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 13.3 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 In the event of an employee being granted a leave pursuant to this Article during the course of a school year, said employee will be granted and will take the leave for the remaining portion of the school year and shall not return until the commencement of the next school year unless said requirement is specifically waived by the Superintendent.

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 school year.

13.5 Any employee on leave under any provision of this Article who was actively employed during at least one-half (½) of the school year in which the leave commenced, shall be eligible to move to the next step of the salary schedule upon return to active service.

13.6 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 one thousand two hundred fifty (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 recertifications 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 amount of time needed to provide the care; or
  - (ii) 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.

13.7 [Employees shall be granted unpaid leave to participate in a required practicum required for educational licensure in an accredited program approved by the Superintendent of Schools. Requests for such leave must be submitted as early as possible, but no later than August 1. Such leave shall be for a full school year unless an earlier return is mutually agreed upon.](#)

13.8 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.

13.89 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 seniority in each classification. Where a reduction in force results in the transfer of a senior employee to a position of a greater or lesser number of hours the employee shall be placed in the position at the established hours.
- 14.2 Employees whose employment will be terminated in full or in part shall be given notice at least ten (10) days prior to the layoff date. The Association will also be forwarded a copy of the notice.
- 14.3 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.
- 14.4 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 (1) offer of re-employment during the period that an employee is eligible for recall.
- 14.5 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.
- 14.6 For the purposes of this Article, seniority will be defined as set forth in Article XV, Seniority.
- 14.7 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.

## **ARTICLE XV** **SENIORITY**

- 15.1 Seniority shall be defined as an employee's continuous length of service in years, months, and days in the Bargaining Unit from her/his initial date of employment (not hiring) by the Employer.
- 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. Qualified members of the bargaining unit who are offered and accept temporary employment in the Marshfield Public Schools as a substitute teacher for up to ninety (90) school days and immediately thereafter return to the bargaining unit shall be paid at the substitute teacher pay rate and shall suffer no loss of seniority or other fringe benefits under the terms of this Agreement; they shall be considered to have been on a paid leave of absence.
- 15.4 Service in one (1) classification will not count toward seniority in another classification.
- 15.5 There shall be two seniority lists: one (1) for Educational Support Paraprofessionals, and one (1) for Library Paraprofessionals. These lists will be forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. Updated seniority lists will be supplied by the Employer annually thereafter on October 1<sup>st</sup>.

**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, he/she 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 Life and health insurance shall be provided pursuant to Massachusetts General Laws, Chapter 32B and in accordance with, and subject to, the terms of any contract(s) between the Town of Marshfield and appropriate insurance carrier(s). 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 will pay its authorized percentage, as permitted by law, of the cost of the following:
- A. A ten thousand dollar (\$10,000.00) term life insurance plan; and
  - B. Individual or family coverage, whichever applies in the particular case, for the health insurance coverage provided by the Town of Marshfield pursuant to Massachusetts General Laws, Chapter 32B.
- 17.3 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.
- 17.4 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.

- 17.5 All new agreements for tax sheltered annuities, change in companies, as well as any changes in the amount of the deductions to be made shall be entered into or completed within ninety (90) calendar days of the opening of a school year. Each employee may effectuate changes and/or enter new agreements on one (1) additional occasion during each school year, provided all such changes or new agreements shall be effective during the month of January.
- 17.6 Deductions will be made in equal amounts each pay period by the Committee from the employee's paycheck.
- 17.7 A policy may be canceled by an employee at any time during the work year.
- 17.8 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 AND AGENCY FEE**

- 18.1 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, Plymouth County Education Association), and tax sheltered annuities duly authorized by employees covered by this Agreement.
- 18.2 For any employee covered by this Agreement who is not a member in good standing of the Association, it shall be a condition of employment during the life of this Agreement that on or after the thirtieth(30<sup>th</sup>) day following the beginning of such employee's employment or the effective date of this Agreement, whichever is later, he/she shall pay an Agency Service Fee to the Association which shall be an amount equal to the amount required to become and remain a member in good standing of the Association subject to the provisions contained in Chapter 150E, Section 12 of the General Laws of the Commonwealth of Massachusetts, including any provisions regarding the payment of rebates, and all applicable rules and regulations of the Massachusetts Labor Relations Commission, as said Section 12, and any such rules and regulations from time to time may be amended. Any such Agency Service Fee may be deducted from the salary of any such employee who signs an authorization form permitting such deductions and shall be transmitted to the Association together with the regular dues transmitted pursuant to paragraph 18.1 above.
- (a) If, at the end of the aforementioned thirty (30) days, any employee has not paid the Agency Service Fee, the Association shall so notify the employee of his/her

rights under the rules and regulations of the Massachusetts Labor Relations Commission and will request the Superintendent to take appropriate action.

- (b) If the Agency Service Fee has not been paid by any employee within six months of the original notification of non-payment by the Association as provided in paragraph (a), or such longer period as may be required or allowed by applicable laws or regulations, the Association will write to the Superintendent to initiate termination proceedings against the employee or employees.
- (c) The Superintendent agrees to initiate termination proceedings against any employee who has failed to pay the Agency Service Fee as required by this Agreement within fourteen (14) days following the demand for termination as provided for in paragraph (b) unless the employee has exercised rights as provided in Section 17.06 (1-3) of the Massachusetts Labor Relations Commission's Rules and Regulations or by other applicable law or constitutional provision has challenged the validity or amount of the Agency Service Fee.
- (d) No employee who has exercised his/her rights to challenge the validity or amount of said Agency Service Fee shall be terminated during the pendency of any charges regarding the same filed at the Massachusetts Labor Relations Commission or during the pendency of suit(s) regarding the same in federal and state courts.
- (e) 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 by employees covered by this Agreement.
- (f) The Committee's obligation to make such deductions concerning an employee shall terminate automatically upon notice of the employee's challenge to the validity or amount of an Agency Service Fee, 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/her layoff period.
- (g) 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 Committee for the purpose of complying with this Article, or in compliance with any dues deduction authorization furnished to the Committee. The Association will intervene in and defend any administrative or court litigation concerning the propriety of such

termination for failure to pay the Agency Service Fee. In such litigation, the Committee may, but shall not be obligated to, defend the termination.

**ARTICLE XIX**  
**STAFF DEVELOPMENT**

- 19.1 ~~Members of the bargaining unit will be reimbursed for the costs and related travel expenses for any training required by the School Committee. In addition, employees with the advance approval of the Superintendent of Schools may be reimbursed fifty percent (50%) of the cost of courses taken to improve their skills in their assignment. Such reimbursement shall be limited to four hundred dollars (\$400.00) per individual per work year to a maximum of four thousand dollars (\$4,000.00) for the entire membership in the bargaining unit. Effective with the 2005-2006 work year such maximum reimbursement shall be increased to five thousand dollars (\$5,000.00) for the entire bargaining unit; effective with the 2006-2007 work year, such maximum reimbursement shall be increased to six thousand dollars (\$6,000.00).~~
- a. Members of the bargaining unit will be reimbursed for the costs and related travel expenses for any training required by the School Committee.
  - b. Members of the bargaining unit, with the advance approval of the Superintendent of Schools, will be reimbursed fifty (50%) percent of courses taken to improve their skills in their assignment, to a maximum of five hundred (\$500.00) dollars per individual per year.
  - c. Members of the bargaining unit will be reimbursed for workshops, seminars and similar professional development if approved in advance by the Superintendent of Schools. Reimbursement shall be at one hundred (100%) percent for the first one hundred (\$100.00) dollars in fees and fifty (50%) percent for any additional amounts. Such programs shall not be scheduled during scheduled work time unless specific leave is approved under Section 12.2(a) of this Agreement.
  - d. After all teachers have been accommodated, members of the bargaining unit shall be provided the first opportunity to participate in District courses (including the cohort program) at a cost of five hundred (\$500.00) dollars per course, provided they adhere to the deadline for application. Such reimbursement does not apply to required payments for course credits or to courses sponsored but not paid for by the District.

e. The maximum annual reimbursement for the entire membership in the bargaining unit for professional development shall be eight thousand (\$8,000.00) dollars.

19.2 Members of the bargaining unit may voluntarily attend professional development workshops and other educational activities during non-instructional time sponsored by the Marshfield Public Schools at no cost to the bargaining unit member. Participants will be awarded any educational credit associated with these professional development activities.

## **ARTICLE XX** **GENERAL**

20.1 There will be no reprisals of any kind taken against any employee by reason of his/her membership or non-membership in the Association or participation in its activities.

20.2 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.

20.3 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.

20.4 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 the parties hereto.

20.5 The job descriptions of the positions of Educational Support Paraprofessionals and Library Paraprofessionals are incorporated as part of this Agreement and identified as Appendix B.

20.6 Longevity compensation shall be paid in the amount of two hundred dollars (\$200.00) to employees who work thirty (30) or more hours per week upon completion of ten (10) years of service in the Marshfield Public Schools. Effective only during the 2004-2005 work year, these employees shall receive an additional thirty dollars (\$30.00) annually for each additional year of service. Effective with the 2005-2006 work year, such employees shall receive an additional forty dollars (\$40.00) annually for each additional year of

service greater than ten (10) years but less than twenty (20) years, and an additional fifty dollars (\$50.00) annually upon the completion of twenty (20) years of service and for each additional year of service thereafter. Employees who work more than twenty (20) but less than thirty (30) hours per week will have their longevity payments prorated. Employees entitled to longevity in any appropriate fiscal year shall be paid on the first payday in September.

- 20.7 Before the close of schools each June, the Administration will make every effort, after taking into account the status of the school budget for the following fiscal year, to inform employees of the probability of their re-employment during the next school year.
- 20.8 The Committee and the Association agree that if, during the life of this Agreement, any other employee bargaining unit negotiates additional steps in its salary schedule, and/or a greater across the board percentage increase on the base than is incorporated in this Agreement, which become effective during the life of this Agreement, the Association shall have the right to reopen negotiations concerning the salaries of the members of the bargaining unit covered by this Agreement.
- 20.9 A committee shall be established by the Association during the 2005-2006 work year to review instances when members of the bargaining unit provide coverage and/or substitute for classroom teachers. The parties agree to meet to review and to negotiate concerning any of the committee's findings and/or recommendations during the 2006-2007 work year.

## **ARTICLE XXI** **DURATION**

This Agreement shall be effective as of July 1, 201~~2~~5 and will continue and remain in full force and effect until June 30, 201~~5~~8.

The parties will enter into negotiations for a successor agreement to become effective as of July 1, 201~~5~~8

If negotiations for a successor agreement are not completed by June 30, 2015, this Agreement shall remain in full force and effect for a period of one (1) 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 Educational Support Personnel have hereunto set their hands and seals this 14<sup>th</sup>- \_\_\_\_\_ day of ~~February~~ \_\_\_\_\_, 201~~5~~4.

Marshfield School Committee

Marshfield Education Association  
Assistant Principals

By: \_\_\_\_\_  
| ~~Marti Morrison~~ Nancy Currie, Chair

By: \_\_\_\_\_  
Sarah Marples, President

**APPENDIX A**

**EDUCATIONAL SUPPORT PARAPROFESSIONALS**

<b><u>Step</u></b>	<b><u>FY16</u></b>	<b><u>FY17</u></b>	<b><u>FY18</u></b>
<b><u>1</u></b>	<b><u>\$13.64</u></b>	<b><u>\$13.78</u></b>	<b><u>\$13.91</u></b>
<b><u>2</u></b>	<b><u>\$14.25</u></b>	<b><u>\$14.39</u></b>	<b><u>\$14.54</u></b>
<b><u>3</u></b>	<b><u>\$14.85</u></b>	<b><u>\$15.00</u></b>	<b><u>\$15.15</u></b>
<b><u>4</u></b>	<b><u>\$15.43</u></b>	<b><u>\$15.59</u></b>	<b><u>\$15.74</u></b>
<b><u>5</u></b>	<b><u>\$15.92</u></b>	<b><u>\$16.08</u></b>	<b><u>\$16.24</u></b>
<b><u>6</u></b>	<b><u>\$16.70</u></b>	<b><u>\$17.07</u></b>	<b><u>\$17.59</u></b>

**LIBRARY PARAPROFESSIONALS**

<b><u>Step</u></b>	<b><u>FY16</u></b>	<b><u>FY17</u></b>	<b><u>FY18</u></b>
<b><u>1</u></b>	<b><u>\$15.24</u></b>	<b><u>\$15.39</u></b>	<b><u>\$15.55</u></b>
<b><u>2</u></b>	<b><u>\$15.93</u></b>	<b><u>\$16.09</u></b>	<b><u>\$16.25</u></b>
<b><u>3</u></b>	<b><u>\$16.53</u></b>	<b><u>\$16.70</u></b>	<b><u>\$16.87</u></b>
<b><u>4</u></b>	<b><u>\$17.19</u></b>	<b><u>\$17.36</u></b>	<b><u>\$17.54</u></b>
<b><u>5</u></b>	<b><u>\$17.78</u></b>	<b><u>\$17.95</u></b>	<b><u>\$18.13</u></b>
<b><u>6</u></b>	<b><u>\$18.56</u></b>	<b><u>\$18.98</u></b>	<b><u>\$19.55</u></b>

**BASE Longevity amount: Presently \$200.00**

- o FY 16 – NO CHANGE**
- o FY17 – Increase by \$50 to \$250.00**
- o FY18 – Increase of \$100 to \$350.00**

<u>AIDES LONGEVITY STEPS</u>				
<u>YEARS OF SERVICE</u>	<u>LONGEVITY STEP</u>	<u>PAY PER STEP</u>		
		<u>FY16</u>	<u>FY17</u>	<u>FY18</u>
<u>10 YEARS</u>	<u>1</u>	<u>\$200.00</u>	<u>\$250.00</u>	<u>\$350.00</u>
<u>11 YEARS</u>	<u>2</u>	<u>\$240.00</u>	<u>\$290.00</u>	<u>\$390.00</u>
<u>12 YEARS</u>	<u>3</u>	<u>\$280.00</u>	<u>\$330.00</u>	<u>\$430.00</u>
<u>13 YEARS</u>	<u>4</u>	<u>\$320.00</u>	<u>\$370.00</u>	<u>\$470.00</u>
<u>14 YEARS</u>	<u>5</u>	<u>\$360.00</u>	<u>\$410.00</u>	<u>\$510.00</u>
<u>15 YEARS</u>	<u>6</u>	<u>\$400.00</u>	<u>\$450.00</u>	<u>\$550.00</u>
<u>16 YEARS</u>	<u>7</u>	<u>\$440.00</u>	<u>\$490.00</u>	<u>\$590.00</u>
<u>17 YEARS</u>	<u>8</u>	<u>\$480.00</u>	<u>\$530.00</u>	<u>\$690.00</u>
<u>18 YEARS</u>	<u>9</u>	<u>\$520.00</u>	<u>\$570.00</u>	<u>\$670.00</u>
<u>19 YEARS</u>	<u>10</u>	<u>\$560.00</u>	<u>\$610.00</u>	<u>\$710.00</u>
<u>20 YEARS</u>	<u>11</u>	<u>\$610.00</u>	<u>\$660.00</u>	<u>\$760.00</u>
<u>21 YEARS</u>	<u>12</u>	<u>\$660.00</u>	<u>\$710.00</u>	<u>\$810.00</u>
<u>22 YEARS</u>	<u>13</u>	<u>\$710.00</u>	<u>\$760.00</u>	<u>\$860.00</u>
<u>23 YEARS</u>	<u>14</u>	<u>\$760.00</u>	<u>\$810.00</u>	<u>\$910.00</u>
<u>24 YEARS</u>	<u>15</u>	<u>\$810.00</u>	<u>\$860.00</u>	<u>\$960.00</u>
<u>25 YEARS</u>	<u>16</u>	<u>\$860.00</u>	<u>\$910.00</u>	<u>\$,1010.00</u>
<u>26 YEARS</u>	<u>17</u>	<u>\$910.00</u>	<u>\$960.00</u>	<u>\$1,060.00</u>
<u>27 YEARS</u>	<u>18</u>	<u>\$960.00</u>	<u>\$1,010.00</u>	<u>\$1,110.00</u>
<u>28 YEARS</u>	<u>19</u>	<u>\$1,010.00</u>	<u>\$,1060.00</u>	<u>\$1,160.00</u>
<u>29 YEARS</u>	<u>20</u>	<u>\$1,060.00</u>	<u>\$1,110.00</u>	<u>\$1,210.00</u>
<u>30 YEARS</u>	<u>21</u>	<u>\$1,110.00</u>	<u>\$1,160.00</u>	<u>\$1,260.00</u>
<u>31 YEARS</u>	<u>22</u>	<u>\$1,160.00</u>	<u>\$1,210.00</u>	<u>\$1,310.00</u>
<u>32 YEARS</u>	<u>23</u>	<u>\$1,210.00</u>	<u>\$1,260.00</u>	<u>\$1,360.00</u>
<u>33 YEARS</u>	<u>24</u>	<u>\$1,260.00</u>	<u>\$1,310.00</u>	<u>\$1,410.00</u>
<u>34 YEARS</u>	<u>25</u>	<u>\$1,310.00</u>	<u>\$1,360.00</u>	<u>\$1,460.00</u>

**APPENDIX B  
MARSHFIELD PUBLIC SCHOOLS  
LIBRARY PARAPROFESSIONALS**

**Job Description**

**QUALIFICATIONS:**

1. High School graduate, college course work in education and/or media preferred
2. Previous experience and interest in working with children
3. Ability to work cooperatively with professional personnel in planning and carrying out assigned responsibilities
4. Ability to maintain confidentiality of student information
5. Ability to take initiative as appropriate
6. Ability to work cooperatively and communicate tactfully with teachers and parents

**RESPONSIBLE TO:**

Building Principal, Librarian (as appropriate)

**PERFORMANCE RESPONSIBILITIES:**

In cooperation with the building Principal, or Librarian (as appropriate) the Library Paraprofessionals will:

1. Assist in implementing a developmentally appropriate library curriculum; i.e. storytelling, use of library technology, etc. as appropriate to the level of assigned students;
2. Provide instruction in library skills to assigned students or classes either individually or in small or large groups, as appropriate;
3. Prepare lessons and activities appropriate to student need(s) and ability level(s);
4. Assist the Principal/Librarian in providing a safe, clean, and wholesome learning environment;
5. Prepare materials for use during library instruction;
6. Maintain effective and appropriate school discipline procedures within the library;
7. Maintain library data/records and books as they relate to the operation of a well-run, organized and effective school library;
8. Maintain ongoing communication with the staff regarding student/class needs, progress, attitude, and effective use of the library as a whole;
9. Advise the Principal and/or Librarian of budgeting needs and supplies required annually;
10. Supervise any assigned library volunteers;
11. Perform other duties, as assigned by the Principal and/or the Librarian (as appropriate).

**MARSHFIELD PUBLIC SCHOOLS  
EDUCATIONAL SUPPORT PARAPROFESSIONALS  
Job Description**

**QUALIFICATIONS:**

1. High School graduate, college course work in education preferred
2. Previous experience and interest in working with children
3. Ability to work cooperatively with professional personnel in planning and carrying out assigned responsibilities
4. Ability to maintain confidentiality of student information
5. Ability to take initiative as appropriate
6. Ability to work cooperatively and communicate tactfully with teachers and students

**RESPONSIBLE TO:**

Building Principal and Supervising Teacher(s)

**PERFORMANCE RESPONSIBILITIES:**

In cooperation with the Building Principal, or Supervising Teacher(s) (as appropriate), the Aide will:

1. Assist the teacher in implementing a developmentally appropriate curriculum;
2. Collaborate with the special needs teacher, when appropriate;
3. Assist the teacher in instructing student(s) individually, in small and/or large groups, within a special education setting or the regular classroom setting;
4. Adapt daily lessons and activities as directed by the supervising teacher according to student need(s) within a special education or regular classroom setting;
5. Assist the teacher in providing safe, clean, and wholesome learning environments;
6. Prepare daily materials as directed by the supervising teacher for use during instruction;
7. Maintain effective and appropriate discipline procedures and individual behavior management plans as outlined by the supervising teacher;
8. Participate in ongoing communication with the supervising teacher regarding student(s) needs, progress, attitude, classroom and tutorial performance;
9. Assist in the supervision of students during unstructured activities, i.e. lunch, recess, art, music, community experiences, field trips, etc.;
10. Maintain classroom procedures/activities and supervision when the supervising teacher needs to be out of the classroom for a short period of time;
11. Serve as a source of information and assistance to any substitute teacher who is assigned in the absence of the regularly assigned teacher;

12. Perform other duties, as assigned by the supervising teacher(s), Principal or his/her designee, and/or the Director of Pupil Personnel/Special Education Services when appropriate.