

MEMORANDUM OF AGREEMENT

The Negotiating Subcommittee of the Marshfield School Committee (hereinafter “the Committee”), acting subject to the ratification of this Memorandum of Agreement (hereinafter “the Agreement”), by the School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the Marshfield Education Association (“the Association”), acting subject to ratification of this Agreement by the membership of the Association, to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for the initial collective bargaining agreement that will be in effect for the period from ratification of this Agreement through June 30, 2020.

Unless otherwise specified herein, all modifications of any working conditions will take effect as of the date of ratification of this Agreement.

AGREEMENT

**MARSHFIELD SCHOOL COMMITTEE
AND
MARSHFIELD EDUCATION ASSOCIATION**

TUTORS

July 1, 2017– June 30, 2020

AGREEMENT

This Agreement is made and entered into by and between the Marshfield Education Association, (hereinafter “the Association”) and the Marshfield School Committee (hereinafter “the Committee”).

WITNESSETH

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. The tutors in the public schools of Marshfield have responsibility for assisting the professional staff in providing education of the highest possible quality to the children of Marshfield;
- b. 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 district tutors in the formulation and application of policies relating to wages, hours, and other conditions of employment for district tutors; and so
- c. To give effect to these declarations, the following principles and procedures are hereby adopted:

ARTICLE I **RECOGNITION**

- 1.1 For the purposes of collective bargaining, the Marshfield School Committee recognizes the Marshfield Education Association of the Massachusetts Teachers Association/National Education Association as the sole bargaining agent for all full-time and regular part-time Title I, COTA, Multi-Sensory Reading, SPED, MCAS, ISP, Homebound, Math, and/or other positions classified by the Committee as “TUTOR”, excluding all confidential, managerial, casual and other, employees of the Marshfield School Committee.

ARTICLE II **NEGOTIATION PROCEDURE**

- 2.1 The Committee will make available to the Association, upon request, information relevant to the negotiation and administration of the Agreement.
- 2.2 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. The Committee and the Association agree that the exclusive method for the adjustment, processing and settlement of a grievance as defined herein shall be in accordance with the grievance procedure prescribed in this Article.
- 3.2. A grievance is defined as an alleged violation of an express provision of the contract.
- 3.3. 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.
- 3.4. Time Limits: If at the end of ten (10) 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, 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 therein. The time limits hereinabove specified for the filing and processing of a grievance may be extended by mutual agreement of both parties in writing.
- 3.5. The purpose of the procedure set forth hereafter is to produce prompt and equitable solutions at the lowest level to those problems, covered by this Contract, which from time to time may arise and affect the conditions of employment of employees covered by this Contract. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.
- 3.6. The Committee and the Association shall have the right to use any representative or representatives of their own choosing in their presentations at any level of this grievance procedure. However, the Association agrees that at Step 1 of said procedure, it shall use no more than two (2) representatives.
- 3.7. 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. Every effort will be made to complete any informal discussion within the time frame for filing a formal grievance. The Committee agrees to provide the Association with written notice of any adjustment(s) when made.

- 3.8. 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.
- 3.9. All materials relating to the processing of a grievance will be filed separately from an individual's files.
- 3.10. If a grievance affects more than one (1) employee or a group or class of employees, the Association may submit such grievance in writing directly to the Superintendent at Step Two. 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.
- 3.11. Procedure:

All decisions rendered at Step 1, 2 and 3 of the grievance procedure will be in writing setting forth the decisions and the reasons therefore, and will be transmitted to the grievant and the Association.

Step One: The aggrieved employee, or the Association acting on behalf of the aggrieved employee, shall first submit his/her grievance in writing to his/her building principal and/or immediate supervisor. A grievance which is not presented by an employee to his/her building principal within ten (10) days after the occurrence of the alleged cause of the grievance or after the date of first knowledge of the occurrence by any employee affected shall be deemed to have been waived.

The written grievance shall contain the following: the employee's name and assignment; the specific provision or provisions of the agreement claimed to be violated; the approximate time(s) and place(s) the incident or action leading up to the grievance occurred; a summary of the facts involved, and the relief desired.

The principal and/or immediate 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 principal or immediate supervisor is unavailable or is unable to resolve the grievance, it may be filed immediately at Step Two below.

The building principal and/or immediate supervisor shall attempt to adjust the grievance and shall advise the aggrieved employee in writing of his/her decision concerning the grievance within ten (10) days after the grievance has been presented to him/her.

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 written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. 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.

Step Three: Step 3 is available for grievances which concern matters which remain under the jurisdiction of the School Committee as a result of the Education Reform Act of 1993. The District, through the Superintendent and the School Committee, shall determine if Step 3 applies to the grievance.

If the grievance is not resolved at Step Two, it may be referred to the Chair of the Committee within five (5) days of receipt of the Step Two answer. If Step 3 is determined to be applicable, the Committee shall schedule a hearing on the grievance during its next two (2) regularly scheduled Committee meetings. The Committee will respond in writing to the grievance within ten (10) days following the hearing date.

Step Four:

If the Association is not satisfied with the Committee's disposition of the grievance at Step Three or if no decision has been rendered by the Committee within the time limit specified at Step Three, the Association may, by giving written notice to the Committee within twenty (20) days after the date of the Committee's decision or within twenty (20) days after the expiration of the time limit for the Committee's decision, as the case may be, present the grievance for arbitration. In such case the following procedure will be followed:

- (1) The Association shall, within ten (10) days of the submission of the Notice to Arbitrate to the Committee, submit the grievance to the American Arbitration Association, Boston, Massachusetts, for the disposition in accordance with the applicable rules of said American Arbitration Association.
- (2) The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs.
- (3) 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.

- (4) The decision of the arbitrator shall be final and binding upon the Committee, the Association and the aggrieved employee.
 - (5) Notwithstanding any contrary provision of this Agreement, the Arbitrator shall be without power or authority to make a decision which:
 - a. is in violation of, 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/her 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.
 - (6) The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Association
 - (7) 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 another arbitration service.
- 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 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. The Marshfield School Committee and the Superintendent are provided with powers under the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed or construed to derogate from or impair any power, right or duty conferred upon the Committee or District or the Superintendent by law or any rule or regulation of the Commonwealth. Except as is otherwise expressly provided by the terms of this Agreement, the determination of educational policy, the operation of the schools and the direction of the working forces are exclusively that of the Superintendent and/or the School Committee in accordance with the laws of the Commonwealth.

Nothing in this Agreement shall limit the School Committee, its Superintendent or any of its agents in the exercise of their functions of management and in the direction and supervision of the School Department. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend, demote, discharge or otherwise discipline; transfer or promote; layoff because of lack of work or lack of funds; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs, abolish existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in job skills, except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Committee, acting through its Superintendent and principals or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the School Department.

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Committee retains the right to make changes but only after prior consultation with the Association, involving notice of an opportunity to bargain, if the Association so requests, to the point of agreement or impasse.

This contract does not purport to spell out the job responsibilities and obligations of the

employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an employee's education and ability, regardless of whether the exact duty is listed in any written job description within reason.

Furthermore, it is agreed that consuming alcoholic beverages or taking illegal drugs on the job or being under the influence of alcohol or illegal drugs during any period of the work day may be grounds for discharge from employment with the School Department.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Committee, the adoption of reasonable policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Committee.

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. The compensation of each employee shall conform to the wage schedule set forth in Appendix A attached hereto and made a part hereof, reflecting the parties' agreement.
- 6.2 Effective at the beginning of the school 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, on a one-time basis, distribute a form to each employee 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 1st of the year in which the change is requested. New employees will elect their payment schedule upon employment.
- 6.3 If a new position covered by this Agreement is established, the Committee will, if requested, negotiate with the Association over the proper salary prior to permanently filling such position. This clause is not subject to the grievance and arbitration process.
- 6.4 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. This clause is not subject to the grievance and arbitration process.
- 6.5 Employees with previous, relevant experience in Marshfield may, upon initial reemployment, be given credit on the salary schedule for such experience.
- 6.6 The parties recognize and agree that, due to limitations in the grant for Title I tutors, their number of pays, amount of pay and benefits (sick, personal) may be different from other tutors in the unit.

ARTICLE VII

WORK YEAR AND WORKDAY

- 7.1 The work year of the employees covered by this Agreement (except for Title I tutors) shall be defined to be the period beginning on July 1 and ending on June 30. District tutors 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. 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. Title I tutors' work year shall be what the grant allows for.

- 7.2 Daily work schedules for each employee will be established by the appropriate principal/supervisor. In order to adjust for school schedules and changes in operating conditions, the starting and ending times of daily work schedules may be adjusted from time to time by the administration, provided that reasonable notice of such change is provided. The regular workweek and day described in this Article shall not be deemed a guarantee that any particular number of hours of work will be available, nor in any way limit or restrict the right of the Committee to schedule overtime work.
- 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. The Committee agrees to make reasonable efforts to schedule CORE meetings involving staff covered by this Agreement during the normal work day of such staff. Employees who attend such meetings beyond their normal work day shall be compensated at their normal hourly rate.
- 7.4 Work performed at the request of the School Department in excess of forty (40) hours in any workweek shall be considered overtime and shall be paid for at the rate of one and one-half times the regular hourly rate of pay of the employee. Hours worked for the purpose of computing overtime shall include only hours the employee actually works.
- 7.5 Tutors shall attend any other staff meetings in a ratio consistent with their FTE or, as deemed appropriate by the administration, and shall be compensated at their normal hourly rate of pay for time beyond their normal work day.
- 7.6 Employees who work six (6) or more hours per day shall have a thirty (30) minute duty free lunch. Non-Title One tutors' lunch shall be paid; Title One tutors' lunch shall be unpaid. 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.
- 7.7 Title One tutors shall receive one (1) hour per full work week to be used to perform preparation work and/or as break time. All other tutors shall receive two (2) hours per full work week to be used to perform preparation work and/or as break time. Part-time employees' preparation time shall be pro-rated to reflect the proportion of time that they work in a week as a percentage of a full-time employee in the same position.

In Year One of this Agreement (July 1, 2017 through June 30, 2018), bargaining unit members will be paid for Good Friday and Memorial Day. In Year Two of this Agreement, (July 1, 2018 through June 30, 2019), bargaining unit members will be paid for Columbus Day, Martin Luther King Day and Memorial Day. In Year Three of this Agreement (July 1, 2019 through June 30, 2020), bargaining unit members will be paid for Columbus Day, Thanksgiving, Martin Luther King Day and Memorial Day. (Does not apply to Title One tutors).

- 7.8 A “full-time” employee shall be defined as an individual who works thirty-five (35) or more hours per week on a regular basis. Full-time employees shall receive full benefits, including full sick leave benefits
- 7.9 This Agreement shall not apply to employees who work less than ten (10) hours per week. An employee who works fewer than thirty-five (35) hours per week shall receive pro-rated benefits.
- 7.10 If school is cancelled before employees are scheduled to report to work, employees shall not be required to report to work. 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 posting to School Spring or an equivalent electronic service for a minimum of five (5) school days prior to the appointment being made. An email notification will also be sent to all staff district-wide. If a vacancy or new position occurs during the summer months, the School Department will notify the Association electronically. The qualifications for the position and its duties will be identified. 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, 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 building, except in unusual circumstances.

ARTICLE IX

EVALUATION

- 9.1 All evaluating 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 in writing 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. No employee will be disciplined or reprimanded in the presence of other persons except administrators and/or Association representatives. In the event that an employee is reprimanded, the employee shall acknowledge receipt of the reprimand by signing the document. If the employee refuses to sign the reprimand, a school department representative shall initial the reprimand, noting that the employee was directed to sign the reprimand and refused to do so. 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, during the school year without just cause, however, this shall not impact the district's ability to non-renew an employee under Article XIII.

ARTICLE X

SICK LEAVE

- 10.1. Employees in their first two (2) of employment with the District shall receive two (2) sick days during each of the months of September, October and November and one (1) sick day during each of the months of December, January, February, March, April, May and June, where applicable. Beginning in the third year of employment, employees shall receive their entire allotment of sick leave days (twelve, annually) at the start of the school year. Any unused sick leave of such employees shall accumulate to a maximum of one hundred (100) days.
- 10.2. Employees must notify their immediate supervisor or the building principal immediately through the District's electronic sub-calling system (AESOP or similar system) of any sickness requiring their absence from duty.

- 10.3. In cases of emergency, absences of up to five (5) 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 district tutor staff member. (Immediate family is defined father, mother, grandparent, brother, sister, husband, wife, child, or father-in-law, mother-in-law, sister-in-law or brother-in-law.)
- 10.4. Sick leave shall be used for the purpose of illness and shall not be used for purpose of extending a leave pursuant to the Contract.
- 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, at the building principal's discretion, subject to the review and approval of the Superintendent (or his/her designee), 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, 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. In the event that an employee is absent from work for three (3) consecutive work days or demonstrates a pattern of absences, the School Department may require that the employee submit satisfactory medical evidence concerning the employee's absence.
- 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 staff members concerning their attendance and/or use of sick leave and take any appropriate action with respect to such absences, subject to the provision of this Agreement.
- 10.8. In the event that the District questions a medical certification provided by a bargaining unit member and seeks a second opinion or a return to work opinion, the District shall pay the co-payment or fees associated with such a medical exam.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

- 11.1. Up to five (5) working days at any one time (3 of which will be with pay) 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, or his/her designee.

- 11.2. The Committee shall pay an employee who is required to serve on jury duty (jury duty notification must be submitted to the district) the difference between the amount of compensation he/she received for jury duty and his/her regular pay for his/her regular workweek less expenses provided by the court. Employees shall turn over to the Committee all court payment or reimbursement in return for their regular payment. Employees shall be expected to return to work if there exists a reasonable period of time left in the day. Employees are urged to defer their service until non-school times.
- 11.3. Employees who have completed their probationary period shall be provided with two (2) days of absence annually for religious, personal, legal, business, household or family matters which require absence during school hours. Application for personal leave will be made at least forty-eight (48) hours before taking such leave (except in emergencies) and must be approved by the Superintendent and/or his/her designee. Personal days will not be granted on the days before or after a holiday or vacation period. All requests for a personal day shall be submitted on a form agreed to by the Committee and the Association.
- 11.4. Benefits within this Article shall not be utilized to extend holidays or vacation periods.
- 11.5. The Superintendent may grant unpaid leaves of absence, or, in appropriate circumstances, place an employee on paid administrative leave. The Superintendent will not unreasonably deny such requests, provided, however, that the Superintendent's decision shall not be subject to the grievance and arbitration procedure.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

- 12.1. All bargaining unit members who have completed an initial period of three (3) months of employment will be entitled to an eight (8) week leave of absence for the purpose of parental leave, provided that he/she gives at least two (2) weeks' notice of his/her anticipated date of departure and of his/her intention to return. Employees are urged to give earlier notification in order to provide the Employer with additional time to secure a replacement. An employee eligible for parental leave under M.G.L. C. 149, § 105D may use accumulated sick leave for up to two (2) weeks of the parental leave. An employee may use up to an additional six (6) weeks of accumulated sick leave for a parental leave during said eight (8) week period under the conditions set forth in Article X. The Superintendent may grant unpaid leave beyond the eight (8) weeks at his/her discretion and such decision is not arbitrable. The Association acknowledges that the Association and the Committee are subject to the provisions of the FMLA and that the FMLA shall not increase or decrease the length of leave available to eligible employees under this section. 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. The District will use the "rolling backward" method of calculating employee eligibility for FMLA

leave. Upon return from a parental leave, the Committee will assign the employee to his/her former job or to a substantially equivalent position.

- 12.2 CHILD REARING LEAVE – A child rearing (including adoption) leave of absence, following the employee's Parental Leave, of up to the remainder of the school year in which the leave commenced shall be granted to employees without pay.

ARTICLE XIII **PROBATIONARY PERIOD AND NON-RENEWAL**

- 13.1. Members of the bargaining unit are reappointed annually. Should the District elect not to renew the appointment of a unit member, it shall notify the employee in writing by June 1. An employee in his/her first ninety (90) calendar days of employment (probationary period) may be disciplined or discharged during the course of the year at the discretion of the employer without recourse to the grievance and arbitration procedures of the agreement. Non-renewal is not subject to challenge through the grievance and arbitration procedures of the agreement.

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 ten (10) days prior to the layoff date. The Association will also be forwarded a copy of the notice.

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 a seniority list of all district tutors. This list 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 1st.

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. This section is not subject to the grievance and arbitration procedure.
- 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. During said period, an employee may supplement his/her workers' compensation with accrued sick leave to the extent of the tutor's available accumulated sick leave.

ARTICLE XVII
INSURANCE AND ANNUITY PLAN

- 17.1. The Committee will pay the maximum percentage permitted by Town policy of the cost of the following types of insurance coverage:
- A. A term life insurance plan of the type presently available to employees.
 - B. The Committee agrees to provide health insurance for both individual and family coverage, whichever applies in the particular case, on the same terms as are provided to Town employees.
- 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 insurances offered to such employees. 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. 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 403B 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.
- 17.4. Deductions will be made in equal amounts each pay period by the Committee from the employee's paycheck.
- 17.5. A policy may be canceled by an employee at any time during the work year.

ARTICLE XVIII
TRAVEL EXPENSES

- 18.1. Mileage at the current Town rate will be reimbursed when private cars are used for district-mandated travel to attend professional development and educational improvement programs.
- 18.2. Mileage at the current Town rate will be reimbursed when private cars are used for approved and required travel between school buildings by teachers and supervisors whose daily teaching or supervisory assignments require such travel.
- 18.3. Standard forms utilized by the School Department must be submitted to the Superintendent's Office for travel expense payment as follows:
- (a) In 18.1 above, as soon as possible after travel has been completed.
 - (b) In 18.2 above, on the first Monday of each month, listing daily travel during the previous month.

ARTICLE XIX
PAYROLL DEDUCTIONS AND AGENCY FEE

- 19.1 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.
- 19.2 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 (30th) 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 Department of Labor Relations, 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 Department of Labor Relations 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 request the employee's termination or other sanction.
- 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 a 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 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 Committee and the Association agree that they shall not interfere with the right of any employee to join or not to join the Association.
- 20.3. 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.
- 20.4. If any provision of this Agreement or any application thereof affecting members of the Unit are found to be contrary to law, they shall remain in effect to the extent permitted by law, but all other provisions of this agreement shall continue in full force and effect.
- 20.5. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.
- 20.6. The failure by the Committee or the Association in one or more instances to observe or enforce any provisions of this Agreement, except as specifically set forth in the Grievance Article, shall not be construed as a waiver of said provisions.
- 20.7. No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding or of any force or effect unless it is made in writing and executed by the Committee and the Association.
- 20.8. Before the close of schools each June, the Administration will make every effort, after taking into account the status of the school budget and any other relevant factors for the following fiscal year, to inform employees of the probability of their re-employment during the next school year.
- 20.9. Bargaining unit employees in the Marshfield School System shall give at least fourteen (14) calendar days' notice when terminating their service.

ARTICLE XXI
DURATION

This Agreement shall be effective as _____ and will continue and remain in full force and effect until June 30, 2020.

The parties will enter into negotiations for a successor agreement to become effective as of July 1, 2020.

IN WITNESS WHEREOF, the duly authorized representatives of the Marshfield School Committee and the Marshfield Education Association **Tutors** have hereunto set their hands and seals this _____ day of _____, 2018.

WAGE SCHEDULE (see attached)

CATEGORY I - Reading Tutors

Step 1 – On the last day of the contract year, increase the step by one-half percent (0.5%) to \$33.79/hour. Step 2 – Effective July 1, 2018, increase the step by one percent (1%) to \$33.96/hour. Step 3 – Effective July 1, 2019, increase the step by one and one-half percent (1.5%) to \$34.47/hour.

CATEGORY II - Title One Tutors On the last day of the contract year, increase the step by one-half percent (0.5%) to \$21.29/hour. Step 2 – Effective July 1, 2018, increase the step by one percent (1%) to \$21.50/hour. Step 3 – Effective July 1, 2019, increase the step by one and one-half percent (1.5%) to \$21.82/hour.

CATEGORY III - ISP, SPED, Math, MCAS, Homebound Tutors On the last day of the contract year, increase the step by one-half percent (0.5%) to \$21.29/hour. Step 2 – Effective July 1, 2018, increase the step by one percent (1%) to \$21.50/hour. Step 3 – Effective July 1, 2019, increase the step by one and one-half percent (1.5%) to \$21.82/hour.

The following language shall be part of the memorandum of agreement but shall not be included in the final contract: All employees with more than seven (7) years of experience in a position recognized within this bargaining unit for the MPSD prior to the implementation of this contract shall start at Step 2 of the contract in Year One upon the ratification of this agreement.

Beginning with the start of Year Two, the same employees shall move to Step 3 of the contract. Beginning with Year Three, the same employees (greater than 7 years in the unit) shall move to Step 4, which shall be the same hourly amount as Step 3. There shall be no change in compensation for the employees move to Step 4 in Year Three from their compensation in Year Two.

Marshfield Education Association

Date

Marshfield School Committee

Date