

MEMORANDUM OF AGREEMENT
between the
DEDHAM SCHOOL COMMITTEE
and
AFSCME COUNCIL 93, LOCAL 362, SECRETARIES AND CLERKS

June 7, 2021

The Negotiating Subcommittee of the Dedham School Committee ("the School Committee"), acting subject to the ratification of this Memorandum of Agreement ("the Agreement") by the full School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of AFSCME, Local 362, Secretaries and Clerks Unit ("the Union"), acting subject to the ratification of this Agreement by the full membership of the Union to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for a successor Collective Bargaining Agreement that will be in effect from July 1, 2021 to June 30, 2024.

1. All terms and provisions of the predecessor Collective Bargaining Agreement which was effective from July 1, 2018 through June 30, 2021 shall, except to the extent modified by this Agreement, be carried over intact into the successor Collective Bargaining Agreement. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement, unless otherwise provided for in this document.
2. Unless otherwise specified herein, all modifications will take effect as of the effective date of the successor Collective Bargaining Agreement. Any written interim agreements that have been entered into by the parties since the ratification of the predecessor Collective Bargaining Agreement and that require modification of existing contract language shall be incorporated into the new Collective Bargaining Agreement.

A handwritten signature in black ink, appearing to be the initials 'MJC' followed by a long horizontal stroke.

3. ARTICLE IV – WORK HOURS AND WORK LOAD

- a. Revise Section 4.6 as follows (new language denoted by *italics* and language to be deleted denoted by ~~strikethrough~~):

4.6 *School Year Employees Work Year*

- A. The normal work year for all school-year employees, other than elementary school secretaries, shall include the entire student school year plus the five (5) work days before the start of the students' official school year and the five (5) work days immediately after the end of the students' official school year.
- B. Elementary school secretaries will also be required to work five (5) additional work days during the summer period at the direction of their elementary school principal and will be paid at their per diem rate. The Principal of each school, with the approval of the Assistant to the Superintendent for Business and Finance, may offer school year employees covered by this agreement the option to work additional days during the summer vacation. The number and determination of the specific additional work days that are made available and the identity of the ~~covered~~ employee (s) to whom the option is given shall be within the sole discretion of the Principal.

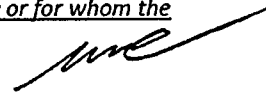
- b. Modify Section 4.7 as follows:

4.7 If school is closed as a result of inclement weather, ~~covered~~ employees will not be required to report to work.

4. ARTICLE VI – SICK LEAVE

- a. Change "full-time" to "*full-year*" in the second sentence of Section 6.1.
- b. Change "full-time" to "*school-year*" in the second sentence of Section 6.2.
- c. Modify Section 6.3 as follows:

6.3 Sick leave shall be deemed to include necessary absence on account of *the employee's* illness or injury, ~~the serious illness of a member of the immediate family, or other emergencies, which in the opinion of the Superintendent, justify the absence of the person. The word "immediate" as used above is to include in the case of a single person, his/her mother, father, brothers, and sister; and in the case of a married person, his/her children, husband or wife, mother and father.~~ *Up to five (5) sick days per year may be used by an employee when necessary as a result of the illness of a member of the employee's immediate family, or other relative residing in the employee's home or for whom the*



employee has primary caregiving responsibility. Employees who are absent from work for five (5) or more consecutive days shall contact the Superintendent's office and notify the office of their condition or the reason for their absence. Upon notification of an absence of five (5) or more consecutive days, the Superintendent or his/her designee may require that the employee provide evidence in the form of a physician's certificate or other appropriate medical documentation of the employee's condition or the reason for his/her absence.

d. Modify Section 6.5.B. as follows:

~~Upon ratification of this contract, each employee shall contribute one (1) day of sick leave from his/her accumulated sick leave. On July 1, 2014, or the start of the employee's employment, whichever is later.~~ Upon initial hire, and each July 1 thereafter, each employee shall contribute one (1) day of sick leave from his/her accumulated sick leave for the establishment of the Bank to be maintained from year-to-year until it is exhausted. Any employee may request not to participate or to terminate his/her participation provided such request is made in writing to the Superintendent during the thirty (30) day period immediately following the start of any contract year (or within thirty (30) days immediately following the start of his/her employment whichever is later). Any employee terminating his/her participation in the Bank will forfeit any sick leave contributed to the Bank. A non-participating employee will be ineligible for benefits under this Article. A non-participating employee may request to participate (or re-participate) in the bank provided such request is made in writing to the Superintendent during the thirty (30) day period immediately following the start of any contract year and the employee contributes one (1) day of sick leave to the Bank.

e. Modify the fifth and sixth sentences of Section 6.5.C. as follows:

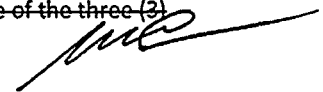
For the ~~2013-2014~~ 2021-2022 and 2023-2024 contract years, the Superintendent will choose the fifth person. For the ~~2014-2015~~ 2022-2023 contract year, the Union/Custodial Union will choose the fifth person.

5. ARTICLE VII – TEMPORARY LEAVES OF ABSENCE

a. Change "one day" to "three (3) days" in the third sentence of Section 7.1.

b. Modify Section 7.2 as follows:

7.2 An employee is entitled to receive up to three (3) days off per year for personal leave. Such leave shall be taken with the approval of the Superintendent in order to transact urgent personal, household, or legal business, which cannot be transacted outside the regularly scheduled workday. Except in extreme emergencies, personal days shall not be taken in a manner which extends a vacation or a holiday unless explicit permission is obtained from the Superintendent. Personal days are not granted to and cannot be taken by members on probationary status. Except in an emergency, a written request for personal leave specifying the reason(s) therefore shall be submitted forty eight (48) hours in advance so that adequate coverage arrangements, if necessary, can be made, and citing one of the three (3)



valid reasons for the requested leave will be required before an approval of the leave can be given. The Superintendent may waive the forty-eight (48) hour notice requirement in extraordinary circumstances that would preclude the possibility of providing such notice. The third personal day that a secretary takes during any given school year may not be on a day which immediately precedes or immediately follows a school vacation, a holiday, or a holiday weekend, except with prior approval of the Superintendent. One (1) personal day may be carried over to the next year.

6. ARTICLE IX – SENIORITY, LAYOFF AND RECALL

Add the following language as new Section 9.5:

9.5 Resignation. In order to leave the School Committee's service in good standing, any employee who intends to resign their position shall give notice to the Superintendent no later than 14 calendar days prior to the date of their intended resignation. Exceptions to this provision including illness or unforeseen circumstances beyond the employee's control may be approved by the Superintendent on an individual basis without establishment of precedent. If an employee gives 14 days' notice and then requests vacation time during the time of notice, this action will not be considered as leaving in good standing and any further compensation/payouts will be forfeited.

7. ARTICLE X – HOLIDAYS

Add the following language as new Section 10.4:

10.4 Effective July 1, 2021, Juneteenth shall be considered a paid holiday for purposes of this Agreement during any year in which the School Committee determines that the District shall be closed on or in observance of Juneteenth. During any year in which the District does not close on or in observance of Juneteenth, it shall not be considered a paid holiday for purposes of this Agreement.

8. ARTICLE XI – VACATIONS

a. Modify Section 11.1(B) as follows:

(B) School year secretaries shall be granted vacation time according to the following schedule:

School year secretaries, ~~who start their employment with the School Committee prior to August 1** of the new school year in September, who have completed a six-month probationary period~~ shall receive five (5) days of paid vacation to be used only during school vacation periods during their first year of employment. After the completion of ~~that~~ the employee's first school year, the secretary shall receive ~~twelve (12)~~ fourteen (14) days of paid vacation, to be used only during school vacation periods in each subsequent school year.



School year secretaries may not carry over vacation days from one year to the next, and any unused vacation days shall be forfeited.

Secretaries who start their employment with the School Committee after August 1st, of the beginning of the new school year in September, shall not receive vacation time in that school year. After the completion of a full school year, the secretary shall receive twelve (12) days of paid vacation, to be used only during school vacation periods in each subsequent school year.

b. Delete Section 11.4 and replace it with the following language:

11.4 Each employee shall receive annual notice of his/her pay rate, vacation and sick leave balances. Returning full-year employees will receive this information by August 1, and returning school-year employees will receive this information by October 1.

9. ARTICLE XII – LONGEVITY

Increase the longevity payment amounts at each level as follows:

Fiscal Year 2022: \$100.00

Fiscal Year 2023: \$100.00

Fiscal Year 2024: \$100.00

10. ARTICLE XVI – GENERAL

Add the following language as a new Section 16.9:

16.9 Cultural Proficiency Requirement. A district-approved 15-hour cultural proficiency course will be required of all employees. Employees hired prior to the ratification of this agreement will have five (5) school years to complete the course. Employees hired after ratification of this agreement will be required to complete the course within their first three (3) full years of employment.

The District will pay for the cost of the course. Employees may be given the option of completing the course during or outside of their regular work day. The District will arrange for and communicate to all employees the schedule of offerings in sufficient time for employees to select a course.

11. APPENDIX A – WAGES

Increase the hourly rates in Appendix A on the following schedule:

Effective July 1, 2021: 2.0%

Effective July 1, 2022: 2.0%

Effective July 1, 2023: 2.0%



12. HOUSEKEEPING

The parties agree that, during the process of integrating this Agreement into a successor collective bargaining agreement, they will cooperate in good faith to make housekeeping changes in the new agreement with the goal of ensuring completeness and accuracy of the contract document.

WHEREFORE, intending to be bound, the parties have executed this agreement this 22 day of June, 2021.

For the Dedham School Committee:

James White

For the Union:

Andy M. Howell
Phillip M. [unclear]
AFSCME 93