

MEMORANDUM OF AGREEMENT

The Negotiating Subcommittee of the Dedham 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 AFSCME, Council 93, Local 362 Secretaries and Clerks (“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 successor collective bargaining agreement that will be in effect for the three-year period from July 1, 2018 through June 30, 2021.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from July 1, 2015 to June 30, 2018 shall, except as modified by the terms of this Memorandum, be extended for a three-year period July 1, 2018 through June 30, 2021.
2. All references to dates in the successor Collective Bargaining Agreement shall be changes to reflect the terms of the successor Agreements unless otherwise provided for in this document.
3. Article I, **Recognition**: Revise Section 1.3 to read as follows:

The unit consists of the following: All full-time and regular part time clerical employees of the School Committee, including clerks, finance clerk, ~~payroll clerk~~, school year secretaries, and full year secretaries. Excluded are the administrative assistant to the Superintendent, the administrative assistant to the Assistant Superintendent, the administrative assistant to the Assistant Superintendent for Business and Finance, the administrative assistant to the Director of Special Education, payroll clerk, and all other employees.
4. Article IV, **Work Hours and Work Load**: Revise the first sentence of Section 4.1 to read as follows:

The normal work day shall consist of seven (7) hours per day and elementary school and ECEC secretaries shall be required to work an additional hour at their hourly straight rate once per week during the school year as directed by the building principal.

5. **Article IV, Work Hours and Work Load:** Revise Section 4.6 to read as follows:

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. 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.

6. **Article V, Vacancies and Temporary Appointments:** Revise Section 5.1 to read as follows:

Whenever a vacancy in a position covered by this Unit occurs, it will be adequately publicized by means of a ~~dated notice placed on the Union bulletin board in every school~~ email to all Unit members at least five (5) business days prior to being made public on any medium (i.e., SchoolSpring, etc.).

7. **Article VII, Temporary Leaves of Absence:** Revise the first sentence of Section 7.1 to read as follows:

Personnel will be entitled to up to ~~five three (53)~~ days at any one time in the event of death of the individual's spouse, child, son or daughter-in-law, father or mother-in-law, parent, grandparent, sibling, or member of the family living in the immediate household.

8. **Article VIII, Maternity Leave:** Revise article to read as follows:

ARTICLE VIII – MATERNITY PARENTAL LEAVE

8.1 Any employee who becomes pregnant, is expecting the birth of a child, has a child under the age of 18 or under the age if the child is mentally or physically disabled placed with them, or adopts a child shall be entitled to a maternityparental leave of absence without pay. The employee shall notify the Superintendent at least 2 weeks

~~before the anticipated date of departure or as soon as practicable within a reasonable time after the pregnancy has been confirmed.~~

8.2 An employee who is pregnant may continue in active employment so long as she is able to perform her duties in a satisfactory manner. If requested by the Superintendent, the employee shall submit a certificate from her physician attesting to her ability to continue to perform her duties.

8.3 Subject to Massachusetts General Laws, Chapter 149, Section 105D, ~~such any~~ employee who is expecting the birth of a child, is adopting a child, or has a child placed with him/her shall be entitled to a leave of absence of eight (8) weeks. While on maternityparental leave, an employee is entitled to use accrued sick leave during any period of disability due to pregnancy, childbirth or related conditions on the same terms as are applied to other disabilities. Employees will also be permitted to use accrued vacation time during this period of leave.

~~8.4(a) An employee shall give at least two (2) weeks' notice of her intended departure date and shall return within eight (8) weeks.~~

~~8.4(b) The~~ An employee returning employee from parental leave will be restored to the position which s/he held as of the commencement of her maternityparental leave, if the said position exists, or to a substantially equivalent position. The Superintendent may require that the employee who used sick leave during the parental leave period produce medical certification that s/he is physically able to resume work before returning.

8.5 While on unpaid ~~maternityparental~~ leave, an employee may continue to participate in the health and life insurance in which s/he is enrolled provided that s/he contributes 100 percent of the employee portion of the group rate premium.

8.6 ~~If the necessity of leave is foreseeable based on an expected birth of a child, the employee shall provide the employer with at least 30 days' notice, or such notice as is practicable. Upon medical certification, accrued sick leave may be utilized during the period of the leave, in which an employee is disabled. The Union acknowledges that the Union and the School Committee are subject to the provisions of the Family Medical Leave Act ("FMLA"). Employees may be eligible for FMLA leave based on their length of service and number of hours worked. Employees who are eligible for FMLA leave will be required to follow all procedures and submit all paperwork required to access FMLA leave. The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned~~ this or any another Articles for a reason which would entitle an employee

to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA. Alleged violations of the FMLA are not subject to Article III (grievance and/or arbitration) of this Agreement.

9. Article XI, **Vacations**: Revise the first sentence of Section 11.1 to read as follows:

Employees ~~scheduled to work twenty hours per week or more~~ shall be entitled to paid vacations according to the following schedules. Vacation days will be prorated based on the employee's scheduled work hours on the day on which vacation is taken:

10. Article XI, **Vacations**: Revise the first sentence of Section 11.1(B) to read as follows:

School year secretaries ~~who work twenty (20) or more hours per week during the school year~~ shall be granted vacation time according to the following schedule:

11. Article XI, **Vacations**: Revise Section 11.3 as follows:

School-year employees shall not take vacation during the school year with the exception of Christmas, February, and April vacations. Full-year employees shall attempt to use their vacation during school vacation periods and summer months. Full-year employees may request to use up to three (3) earned vacation days during the school year outside of school vacation periods. All vacation requests must be approved in advance by the Superintendent. Employees may take floating vacation days during the aforementioned vacation periods or as pay at the conclusion of the school year. ~~Vacations may be taken at any time during the year with approval of the Superintendent.~~ In order to allow for vacation planning, requests for vacation schedules shall be submitted to the Superintendent by no later than March 15th of each year. The Superintendent shall respond to said requests by no later than March 31st of the same year.

12. Article XI, **Vacations**: Delete the last sentence of Section 11.4.

13. Article XV, **Agency Fee and Dues Deduction**: Delete Section 15.1 and renumber remaining sections.

14. Appendix A: Adjust all salary schedules each year as follows:

Year 1 (July 1, 2018 – June 30, 2019): Increase of 2% applied to steps and lanes in Appendix A.

Year 2 (July 1, 2019 – June 30, 2020): Increase of 2% applied to steps and lanes in Appendix A.

Year 3 (July 1, 2020 – June 30, 2021): Increase of 2% applied to steps and lanes in Appendix A.

15. Appendix A: Adjust all salary schedules each year as follows:

Year 1 (July 1, 2018 – June 30, 2019): Delete the current Step 1 and renumber remaining steps 2-5. Change the new Step 4 to 5 years of service. Create a new Step 5 at 3% above the new Step 4 (after applying the 2% salary increase in Paragraph 16) for 10 years of service.

Year 2 (July 1, 2019 – June 30, 2020): Delete the current Step 1 and renumber remaining steps 2-5. Create a new Step 5 at 3% above the new Step 4 (after applying the 2% salary increase in Paragraph 16) for 15 years of service.


Year 3 (July 1, 2020 – June 30, 2021): Delete the current Step 1 and renumber remaining steps 2-5. Create a new Step 5 at 3% above the new Step 4 (after applying the 2% salary increase in Paragraph 16) for 20 years of service.

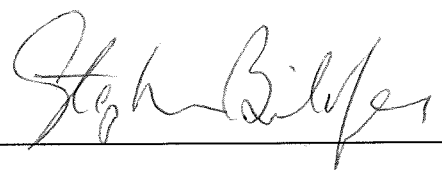
16. The Superintendent agrees to meet with the Association over the 2018-2019 school year to discuss job descriptions and classifications.

17. The Association has agreed to remain in the shared sick bank with the custodial and maintenance employees. Clarification of how days are drawn from members of the Association will be determined by the Sick Bank Committee.

For the AFSCME, Council 93, Local 362
Secretaries and Clerks

For the Dedham School Committee





11/6/18

Date

11/20/18

Date

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