

Memorandum of Agreement
Between the Marblehead School Committee
And
The Marblehead Custodians' Unit

December 4, 2024

The Marblehead School Committee (“Committee”) and the Marblehead Public Schools Custodian’s Association (“Union”) agree that provisions in their 2021-2024 collective bargaining agreement shall be amended as follows for a successor collective bargaining agreement:

1. Article 23: Duration (p. 26)

Amend Article 23 as follows:

- A. Replace “July 1, 2021” with “July 1, 2024” and replace “June 30, 2024 with “June 30, 2025” in the first sentence.
- B. Replace “no earlier than January 15, 2023” with “no earlier than January 15, 2024” in the second sentence.

2. Article 5 Vacation (p. 6)

Effective July 1, 2024, replace the table of vacation with the following:

Service as of July 1 st	Vacation Days
Less than five (5) years of continuous service	10 days
More than five (5) years of continuous service but less than ten (10) years	15 days
More than ten (10) years of continuous service but less than sixteen (16) years	20 days
More than sixteen (16) years of continuous service but less than seventeen (17) years	22 days
More than seventeen (17) years of continuous service but less than thirty (30) years	25 days
More than thirty (30) years of continuous service but less than thirty-two (32) years	26 days
More than thirty-two (32) years of continuous service	27 days

3. Article 12

Effective the first day of the work week following the date that the Union ratifies the successor agreement to the 7/1/2021-6/30/2024 agreement, make the following market adjustments to Article 12:

- A. Section 3(a):
 - (i) Eliminate Groups 7 and 8
 - (ii) Eliminate Step 6 in Group 9
 - (iii) Add a new Step 7 that is 2% greater than Step 6 to Groups 15, 16, and 17

Add hourly rates to the wage table in Section 3(a) (housekeeping)

B. Section 3(b) (1): Revise the placement of positions in Groups as follows:

GROUP	Position
9	Custodians Van or Small Bus Driver
10	Custodians (merit) Van or Small Bus Driver (merit)
11	Assistant Head Custodian Large Bus Drier (CDL Licensed)
12	Assistant Head Custodian (merit) Large Bus Drier (CDL Licensed) (merit)
13	Head Custodian
14	Head Custodian (merit) Maintenance Worker (unlicensed)
15	Maintenance Worker (unlicensed) (merit) Maintenance Worker (licensed) Maintenance Supervisor (unlicensed)
16	Maintenance Worker (licensed) (merit) Maintenance Supervisor (unlicensed) (merit) Maintenance Supervisor (licensed)
17	Maintenance Supervisor (licensed) (merit)

4. Article 3, Section 1 - Hours of Work (Night Differential)

Amend the first paragraph in Section 1 of Article 3 as follows (new language underlined/bold)

SECTION 1 -HOURS OF WORK

The normal working period per week for the day shift shall be forty (40) hours. The normal working period per week for the late shifts (those employees whose consecutive working hours begin at 12:00 noon or later on a regularly scheduled basis) shall be forty (40) hours and compensation shall be at the employee's hourly rate for the day shift plus a night differential. Night differential for 2nd shift (currently 2 pm to 10:30 pm) employees shall be \$17.38 per week. Employees who do not work a full week on the 2nd shift (unless they are a regularly scheduled night shift employee who worked less than a full week due to the use of sick leave) shall receive the prorated amount of the night differential based on the days actually worked on a night shift during the week. Effective with the start of the work week following ratification of this Agreement [insert date], the \$17.38 per week night shift differential paid to employees regularly assigned to the 2nd shift shall be replaced with an hourly differential as follows:

Effective Date	Night Shift Differential for Employees Regularly Scheduled to the 2 nd Shift
Start of the work week following ratification of this Agreement [Insert Date]	\$1.00 per hour

The beginning and end of the payroll week shall be determined by the Committee and shall consist of any seven (7) consecutive days used by the employer for payroll purposes excluding Saturdays and Sundays. The night shift differential shall only be paid when school is in session.

5. Article 7, Section 1 – Funeral Leave

Effective with deaths that occur after ratification of this Agreement, amend Section 1 of Article 7 as follows (deleted language struck; new language underlined):

SECTION 1 – FUNERAL LEAVE

In the case of death of the employee's ~~husband, wife,~~ spouse/domestic partner, parent, brother, sister, sibling, son, daughter, child, grandparent, grandchild, ~~mother-in-law, father, parent-in-law,, brother-in-law, sister, sibling-in-law, aunt, uncle~~ sibling of parent, and other member of the employee's immediate household, the School Administration shall grant the employee a leave of absence without loss of pay for a period of up to five (5) days (i.e., the employee does not automatically receive five (5) days) but shall be granted a leave of absence of between one (1) and five (5) days); such day(s) to be taken within thirty (30) consecutive days from the date of the death.

6. Article 13, New section 13:

13. Training: The parties recognize the value of training. The Superintendent/designee determines the training for employees each year. While some training may be mandated, the parties also recognize that employees are in a good position to identify areas for training or for additional training. Therefore, on or before March 15 each fiscal year, employees and/or the Union may submit requests for specific areas for training for the following fiscal year to the Facilities Manager and Superintendent. Custodians may be required to attend certain District-wide trainings including trainings with educators.

7. Article 22, Section Health Insurance

Amend the paragraph labeled "HEALTH INSURANCE" as follows (new language underlined):

HEALTH INSURANCE

Custodians who regularly work 20 or more hours per week will be eligible to participate in any group health insurance plan at the rates and co-pays offered to other Town employee during the term of this Agreement. Information regarding eligibility for and election of group health insurance and regarding retirement contributions is available from the Town of Marblehead Human Resources Office. (This Article is for information purposes only.)

8. Article 13, Section #3

Amend Section #3 of Article 13 as follows (new language underlined):

Any employee who wishes to resign, shall give the Administration two (2) weeks notice of such intent in writing. This provision may be waived by the Administration or its agent in cases of emergency or by agreement.

9. Article 7, Section 2 Personal Leave (p. 8)

Replace “will give at least 72 hours notice, when possible” with “will give at least 96 hours’ notice, when possible”.

10. Future Implementation of Bi-Weekly Pay

- A. Article 12 – Compensation SECTION 3. Add the following after the second sentence in SECTION 3: “The Association acknowledges that the Committee has fulfilled its bargaining obligations with regard to moving from weekly pay to bi-weekly pay. Effective no earlier than the first pay period at least 90 calendar days following notice to the Association and employees of implementation, employees shall receive their pay on a bi-weekly basis through direct deposit with electronic pay advices in lieu of paper paystubs.”
- B. Housekeeping changes
Replace references to weekly pay with biweekly pay upon implementation of bi-weekly pay.
- C. Article 15 Dues Deduction: Upon implementation of biweekly pay, replace “weekly pay of each employee” with “bi-weekly pay of each employee”.
- D. One Time Payment
When the Committee moves from weekly pay to bi-weekly pay, the Committee shall provide each full-time employee with a one-time payment in the gross amount of three hundred dollars, prorated for part-time employees, payable in the first week that weekly pay ends and prior to the start of bi-weekly pay.

11. Housekeeping:

- A. Gender Neutral Pronouns. Replace gender pronouns as follows:
Replace “his/her” with “the employee’s”
Replace “him/her” with “the employee”
Replace “he/she” with “the employee”
- B. Replace “Association” with “Union” where appropriate.
- C. Fix agreed-upon typographical and formatting errors while proofreading successor CBA.
- D. Article 13 section 12. Correct formatting so that “12.” starts on a new line. (It is currently in the paragraph with “11”.)

12. Article 7, New Section 3 – Parental Leave

ARTICLE 7, NEW SECTION 3 – PARENTAL LEAVE

Effective with births/adoptions that occur after the date that this Memorandum of Agreement is ratified by the Union membership [*insert date of ratification*], amend Article 7 by adding the following new Section:

SECTION 3 – PARENTAL LEAVE

Massachusetts Parental Leave Act (MPLA), M.G. L. chapter 149, section 105D, provides for up to 8 weeks of leave and the federal Family Medical Leave Act (FMLA) provides for up to 12 weeks of leave for an eligible employee for the birth of the employee’s child and for the adoption

of a child as defined by these laws. For employees who are eligible for both MPLA and FMLA leaves, these leaves run simultaneously with each other and with the paid leaves provided by this Section. If both parents are employed by the Committee and are eligible for leave benefits provided by the FMLA and/or MPLA for the birth or adoption of the same child, they shall share such benefits.

The employee shall provide at least two (2) weeks' written or email notice to the employee's supervisor and to the Committee's Human Resources office of the employee's anticipated date of departure (or as much notice as practicable when the delay in providing notice is beyond the employee's control) and the employee's intention to return to work following the leave.

Parental leave is for:

- a. the purpose of giving birth and/or bonding with a newborn child; or
- b. the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee.

Any employee who is eligible for parental leave pursuant to the MPLA and/or the FMLA for the birth or adoption of the employee's child shall be entitled to the following paid leave benefits:

1. An employee who is eligible for FMLA may use up to sixty (60) consecutive work days of leave starting within the first six months following the birth or adoption of the employee's child as defined by the FMLA. The employer shall provide paid leave for the first fifteen (15) days of such leave without deduction from the employee's accrued leave and the employee may use the employee's accumulated paid leave for the balance of the leave not to exceed forty-five (45) days.
2. An employee who is not eligible for FMLA, but who is eligible for MPLA may take up to eight weeks of leave starting with the birth or adoption of the employee's child as defined by the MPLA. The employer shall provide paid leave for the first fifteen (15) days of such leave without deduction from the employee's accrued leave and the employee may use the employee's accumulated paid leave for the balance of the leave period.

Employees who are eligible for both FMLA and MPLA for the birth/adoption of the employee's child shall receive the benefit above that is greater.

Upon completion of the parental leave, the employee shall be restored to the same or similar position the employee held when the parental leave commenced. The Committee shall not be required to restore an employee on parental leave to the previous or similar position if the employee is subject to layoff, nonrenewal or reassignment.

13. Article 13 Miscellaneous Items, new section

Enrollment of Children of Employee's Represented by the Association

Children of employees represented by the Union may enroll in the Marblehead Public Schools, on a tuition free basis, except as hereinafter provided, subject to the following terms and conditions:

- A. The cost of the education shall not exceed 100% of the District's per pupil cost rate as determined by the most recent Department of Education report. Costs in excess of said amount shall be paid by the staff member (or community of the student's residence.)
- B. The Superintendent shall determine the number of slots available each year and the location thereof and shall advise the Association on or before March 15th for grades 1-12, and April 15 for kindergarten of each year. Procedures for applying (forms, deadlines for applications, etc.) shall be developed by the Superintendent. The superintendent has discretion in enrolling children of employees into our school system.
- C. Once a child has enrolled in the Marblehead Public Schools, it is understood that he/she may remain in the system, subject to the terms and conditions provided herein including space availability, so long as the parent continues to be employed by the Marblehead Public Schools and the child abides by the rules and regulations of the school system.
- D. Marblehead will not be responsible for providing transportation to students who are enrolled pursuant to the provisions of this Article.
- E. The Committee reserves the right to terminate this Article upon six (6) months written notice to the Association.
- F. In the event enrollment applications for the same slot exceed the approved slots, the following shall govern:
 - Seniority
 - Example: Three employees represented by the MEA (in any unit) with students in the fourth grade file applications, The Superintendent determines that there are two available fourth grade slots. The seniority of the employees involved shall govern which two students shall be admitted. Seniority for this Section is based on date of hire.
- G. In the event any of the provisions of this Article are found invalid by a Court of competent jurisdiction or by an agency of the Commonwealth, or in the event a Complaint were to issue after a finding of probable cause by an Agency, this Article shall be of no further force and effect.
- H. In the event Marblehead were to become a "Choice" community, the provisions of this Agreement, to the extent required by law, shall be subject to the "Choice" laws and rules and regulations related thereto.

14. Article 4 Holidays

- A. Add "December 24*" to the holiday list.

B. Amend the asterisks statement following the list of holidays as follows (new language underlined; deleted language struck):

* The day before New Year’s Day and December 24 ~~is a~~ are paid holidays provided if they does not fall on a Saturday or a Sunday.

15. New Appendix A

Joint Committee on School Safety: Subject to the limitations in the Joint Committee on School Safety in the MEA Unit A collective bargaining agreement, the MEA and the Committee agree that employees in positions represented by this MEA unit are eligible for appointment by the MEA to the Joint Committee on School Safety established by the MEA and the Committee in the Unit A collective bargaining agreement.

16. Article 22- HEALTH INSURANCE

Replace the HEALTH INSURANCE section in Article 22 with the following:

HEALTH INSURANCE, DENTAL INSURANCE, AND RETIREMENT

Information regarding eligibility for and election of group health insurance, dental insurance, and retirement contributions is available from the Town of Marblehead Human Resources Office. (This Section is for information purposes only.)

17. Article 20 – Funding

Delete Article 20 in its entirety and replace with “This Article intentionally left blank.”

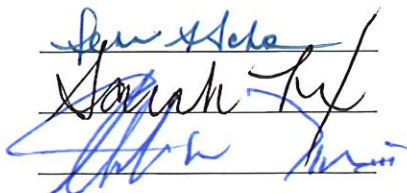
18. Article 22- Payroll Deductions

Add the following to Article 22:

- 4. Purchase of United States Savings Bonds
- 5. Premiums for any tax-sheltered annuity plan contracted by the employee pursuant to 26 U.S.C. § 403(b).
- 6. Payroll deductions for the MTA Credit Union
- 7. Deductions for VOTE provided that at least twenty five employees represented by the Union continue to authorize such deductions.

This Memorandum of Agreement is subject to ratification by the MEA Custodians’ Unit and approval of the Marblehead School Committee and ratification by the MEA Custodians’ Unit and approval by the Marblehead School Committee of the Memorandum of Agreement covering the period from July 1, 2025 – June 30, 2028. Subject to the prior sentence, this Agreement is agreed to by the bargaining teams for the Custodians’ Unit and the School Committee on this ___ day of December 2024.

Bargaining Team for the
Marblehead School Committee



Bargaining Team for the
Custodians’ Unit

