

Memorandum of Agreement

Between the Marblehead School Committee And

The Marblehead Education Association Unit – Tutors

November 26, 2024

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

1. Article 22 - Duration and Negotiation of Successor Agreement (p.15)

Amend Article 22 as follows:

- A. Replace “September 1, 2021 to August 31, 2024” with “September 1, 2024 to August 31, 2025” in Sections A and D.
- B. Replace “October 15, 2023” with “October 15, 2024” in Section B.

2. Article 6 - Compensation (pp. 5-6)

A. Delete the obsolete hourly rates and add the following new hourly rates to Section A:

Effective Date	Step 1	Step 2 Currently, employees become eligible for placement on Step 2 after 3 full school years of service in Marblehead
The later of the following two dates: (i) September 1, 2024 or (ii) the first work day following ratification of the successor agreement if ratification occurs after September 1, 2024	\$25.66	\$30.14

(Retain the remaining language in Section A of Article 6)

B. Amend Section E of Article 6 (p. 6) by adding the following to the end of Section E: “The Committee may provide employees with electronic pay advices in lieu of paper paystubs.”

C. Amend Article 6 (p. 6) by adding the following new section F.

F. Bi-weekly pay: 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.

D. Effective January 1, 2025, each pre-kindergarten paraprofessional, kindergarten paraprofessional, Special Education paraprofessional, and the Chemistry Lab Assistant will be moved from the MEA Paraprofessional Unit to the Tutors’ (Instructional Assistants’) Unit at Step 1. Such pre-kindergarten paraprofessional, kindergarten paraprofessional, Special Education

paraprofessional, and the Chemistry Lab Assistant move to Step A on September 1, 2025, and must work one full school year (2025-2026) as a Tutor (Instructional Assistant) to be eligible to move to Step B on September 1, 2026.

3. Article 10 Section A – Funeral Leave ( p. 7)

Replace Section A with the following: (new language underlined; deleted language struck):

A. FUNERAL LEAVE

In the case of death of the employee's ~~husband, wife,~~ spouse/domestic partner, parent, sibling, child, grandparent, grandchild, parent-in-law, sibling-in-law, sibling of a 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.

4. Article 11 – Payroll Deductions (pp. 7-8):

Amend the list of payroll deductions by adding the following:

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

5. Article 17- Tuition Reimbursement Program (pp. 12-13)

Amend Section B. 2 of Article 17 as follows (new language underlined):

A receipted copy of the tuition bill or canceled check must be transmitted to the Superintendent as evidence of the cost of the course; such transmission shall be made no later than September 1 for an approved course taken prior to June 30<sup>th</sup>.

6. Article 18 – Insurance (p. 13)

Replace Article 18 in its entirety with the following:

ARTICLE 18

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 Article is for information purposes only.)

7. Article 20, New Section F - Training:

- F. Training: The parties recognize the value of training including but not limited to training on appropriate techniques to address the social and emotional needs of students. 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 additional training. Therefore, on or before March 15 of each fiscal year, employees and/or the Union may submit requests for specific areas for training to their Principal and Superintendent. Effective with the start of the 2025-2026 school year, employees may be required to attend the professional development day(s) for teachers prior to the start of the student school year.

8. 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. Change “Tutor” to “Instructional Assistant” and change “Tutors” to “Instructional Assistants”

9. Article 16 - Maternity/Parental Leave and Paid Adoption Leave (pp. 10-12)

Effective with births/adoptions that occur on or after the date that this Memorandum of Agreement is ratified by the Union membership [*insert date of ratification*], replace Article 16 (Maternity/Parental Leave and Paid Adoption Leave) in its entirety with the following:

**Article 16**  
**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 with 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.

10. Amend Article 20 (Miscellaneous) by adding the following new Section F:

F. 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.

11. New Appendix C

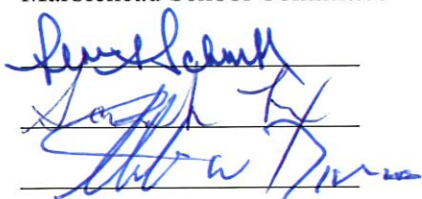
Joint Committee on School Safety: Subject to the limitations in the Joint Committee on School Safety in the MEA Unit A collective bargaining agreement, the MEA and the Committee agree that employees in positions represented by this MEA unit are eligible for appointment by the MEA to the Joint Committee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

12. Article 21: Funding

Delete Article 21 in its entirety and replace with "This Article intentionally left blank."

This Memorandum of Agreement is subject to ratification by the MEA Tutors' Unit and approval of the Marblehead School Committee and ratification by the MEA Tutors' Unit and approval by the Marblehead School Committee of the Memorandum of Agreement covering the 3-year period from September 1, 2025-August 31, 2028. Subject to the prior sentence, this Agreement is agreed to by the bargaining teams for the Tutors' Unit and the School Committee on this 26<sup>th</sup> day of November 2024.

Bargaining Team for the Marblehead School Committee



Bargaining Team for the Tutors' Unit

