

**AGREEMENT**

**BETWEEN THE**

**SCHOOL COMMITTEE  
OF THE  
TOWN OF MARBLEHEAD**

**AND THE**

**MARBLEHEAD EDUCATION ASSOCIATION**

**Unit – Permanent Substitutes**

**September 1, 2006 – August 31, 2009**

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AGREEMENT made and entered into as of the 15th day of August, 2006 by and between the MARBLEHEAD SCHOOL COMMITTEE, hereinafter referred to as the "Committee" and the MARBLEHEAD EDUCATION, hereinafter referred to as the "Association".

## **ARTICLE I RECOGNITION**

The Committee recognizes the Association for the purposes of collective bargaining (as provided by M.G.L. Chapter 150E) as the sole and exclusive bargaining representative for the following employees of the Marblehead School System:

All permanent substitutes, excluding all other employees.

Permanent substitutes as used herein is defined to include only those employees who receive an annual appointment, subject to the Committee's statutory rights, but without a specific teaching schedule or assignment except as determined from day to day or from time to time.

## **ARTICLE 2 GRIEVANCE PROCEDURE**

Any grievance which may arise between the parties hereto shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning or application of any of the express provisions of this Agreement.

Step 1. The employee, or a representative of the Association shall take up the grievance with the employee's immediate supervisor within ten (10) school days (14 calendar -days from 6/20 to 9/1) of the date of the grievance or of the date the employee first acquired knowledge or should have acquired knowledge of its occurrence. Such grievance shall be submitted in writing. The employee's immediate supervisor shall attempt to adjust the matter and shall respond within ten (10) calendar days after the submission of the grievance to him in Step 1.

Step 2. If the grievance has not been settled in Step 1, it shall be taken up with the Superintendent, or his designated representative, within seven (7) calendar days after the supervisor's response is due or received, whichever is earlier. Such grievance shall be submitted in writing. The Superintendent shall respond in writing within ten (10) calendar days after the submission of the grievance to him in Step 2.

Step 3 (Not applicable to grievances involving discipline.) If the grievance is still unresolved, the Association may, within ten (10) calendar days after the reply of the Superintendent is due or received, whichever is earlier, submit the grievance to the Committee. The Committee shall meet with the aggrieved employee and representative of the Association within twenty-one (21) calendar days after receipt of the written grievance in an effort to resolve the matter.

Step 4. If the grievance cannot be resolved by and between the Committee and the aggrieved employee and the Association within twenty-one (21) calendar days after the meeting held in step 3, then the matter may be submitted to arbitration within fourteen (14) calendar days thereafter by either the Committee or the Association pursuant to the Labor Arbitration Rules of the American Arbitration Association.

Failure of the grievant to present a grievance within and to advance it in accordance with any of the time limits set forth in the grievance procedure shall constitute a resolution of the grievance against the grievant. The time limits set forth herein may be enlarged by the written consent of the parties hereto. In the event any of the parties to whom the grievance is presented as hereinbefore provided fails to respond within the time limits provided, it shall be deemed a denial of the grievance.

The arbitrator's authority shall be limited to matters involving the interpretation and application of the provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the time limits of his authority, the decision of the arbitrator, to the extent provided by law, shall be final and binding. The fees and expenses of the arbitrator shall be borne equally by the parties. No employee shall have the right to require arbitration.

A grievance affecting a group of employees may be submitted in writing to the Superintendent directly and the processing of such grievance shall commence at Step 2.

### **ARTICLE 3 ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings scheduled by the school department, he/she shall suffer no loss of pay.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. For afternoon business meetings, the principal of the building in question shall be notified in advance of the time and place of all such

meetings to assure that there are no conflicts. Standard procedures for use of school facilities will be followed for all evening meetings.

- C. The Association shall have, in each school building, the use of an appropriately placed bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.
- D. The Association shall have the right to use the interschool mail facilities and school mailboxes in accordance with standard procedures.
- E. The President of the Association will be permitted to perform the duties of President during his/her non-working time.

#### **ARTICLE 4 WORK YEAR**

The work year shall not exceed 182 days, including two days of orientation before school starts and 180 days meeting present state requirements with students.

#### **ARTICLE 5 WORK DAY**

- 1. Employees shall be present at school fifteen minutes before the official starting time for students and shall remain, except as hereinafter provided, fifteen minutes after the official student dismissal time.
- 2. Employees shall attend all teacher staff meetings. In addition, the principal of the school at which the employee is teaching, or the Superintendent, In their discretion, may require the employees' attendance beyond the aforementioned fifteen minutes for purposes other than teacher staff meetings but not longer than the Unit A teacher dismissal time. Demands by the Superintendent and/or Principal to remain beyond the aforementioned fifteen minutes for purposes other than teacher staff meetings shall not be unreasonably made.

Employees may be required to perform the same supervisory type duties as members of Unit A.

Employees shall have a daily duty free lunch period of from 25 to 50 minutes long (the specific length of time dependent on the conditions in each school) scheduled within the regular work day, during which time they may leave the building on providing

notification to the office of said school.

## **ARTICLE 6 COMPENSATION**

There shall be attached to and considered a part of this Agreement a pay schedule marked "Appendix A." Employees shall be compensated in accordance with said schedule.

## **ARTICLE 7 SICK LEAVE**

Employees shall be entitled to ten (10) sick leave days each school year. Employees shall be entitled to accumulate sick leave to a maximum of thirty (30) days. Employees who have used up their accumulated sick leave may request an extension of that leave with pay to be approved at the discretion of the Superintendent.

In the event an employee were to be appointed by the Committee to a position covered by the Unit A Agreement between the Committee and the Association, the employee shall be entitled to carry over into Unit A his/her accumulated sick leave.

## **ARTICLE 8 TEMPORARY LEAVES OF ABSENCE WITH PAY**

Each employee shall be entitled to the following non-accumulative leaves of absence with full pay each school year.

- A. Each employee shall be entitled to two (2) paid personal days per contract year for imperative personal, legal business, or imperative household or imperative family matters which necessitates the employee's presence and cannot be scheduled outside of work hours. The employee will give at least 72 hours notice, when possible, and will give the reasons for the request.
- B. Up to 5 school days within the 7 calendar day period commencing the day of death (if the day of death is taken as one of the 5 days) or the day following the day of death (if the day of death is not taken as one of the 5 days) if the absence is caused by the death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, and any other member of the immediate household.
- C. One day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

- D. One day if the absence is caused by the serious illness of the employee's parent or the serious illness of a member of the employee's immediate household, if the employee's presence is necessary.

**ARTICLE 9  
PROTECTION OF EMPLOYEES**

- A. Employees shall not be required to work under unsafe or hazardous conditions or . to perform tasks which endanger the health, safety, or well-being of themselves (excluding any risk inherent in the job).  
The Association shall have the right, upon request, to meet with the Administration to discuss safety matters.
- B. The Committee agrees that the Workmen's Compensation provisions of Chapter 152, Section 69 General Laws of the Commonwealth of Massachusetts and as established by the Town of Marblehead providing for benefits to employees and their dependents in the event of incapacity or death arising out of employment shall be accepted and applied to members as so provided.
- C. The Committee agrees that the employees are indemnified by the Town of Marblehead to the extent required by law as provided in Chapter 41, Section 100C of the General Laws of the Commonwealth of Massachusetts and as established by the Town of Marblehead.

**ARTICLE 10  
EMPLOYEE RIGHTS**

- A. Whenever any employee is required by the Superintendent, an administrator , or the Committee to appear before them concerning any matter which could directly and adversely affect their employment, he/she shall, upon request, be entitled to have a representative of the Association present.
- B. No reprisal of any kind shall be taken against any employee for participating in any grievance.
- C. No employee shall be prevented from wearing pins or other identification of membership in the Association or other professional affiliations.

**ARTICLE 11  
EMPLOYEE EVALUATION**

- A. All formal evaluation of the work performance of an employee shall be conducted with openness and with the full knowledge of the employee.
- B. An employee shall be given a copy of any visit or evaluation report prepared by his/her evaluator. Employees who question the validity of an evaluation are entitled to another evaluation by a different evaluator appointed by the Superintendent. The evaluator shall meet with the employee to discuss the evaluation report at a mutually convenient time normally within two (2) days after the employee's evaluation.
- C. An employee shall have the right to review the contents of his/her personnel folders, excluding confidential recommendations for employment in or advancement in the Marblehead School System. An employee shall be entitled to have a representative of the Association accompany him/her during such a review.
- D. Any employee shall have the right to submit a written comment on the contents of his/her personnel folder and the comments will be placed in the employee's personnel folder.

**ARTICLE 12  
VACANCIES**

Proper notice of all vacancies in the bargaining unit shall be given to the Association and posted in appropriate buildings.

**ARTICLE 13  
CAR ALLOWANCE**

Employees who are required to use their automobiles in the performance of their duties and responsibilities will be reimbursed for all such travel (commuting excluded) at the rate of \$.375 per mile.

**ARTICLE 14  
PAYROLL DEDUCTIONS**

The School Committee shall provide that, whenever duly authorized by an employee on a form or forms approved by the Committee, payroll deductions on behalf of such employee shall be made every payday and paid over in accordance with such form or forms for any or all of the following purposes:

- 1. Purchase of United States Savings Bonds.
- 2. Premiums under the Town of Marblehead Employee's Group Insurance Program

3. Premiums for any tax sheltered annuity plan contracted by the employee pursuant to the United States Public Law #87-370. (Authorization must be given prior to September 30.)
4. Dues for membership in the Marblehead Education Association, Massachusetts Teachers' Association, and the National Education Association from employees authorizing deductions by October 15 with dues deductions to be paid in equal installments from the first pay check in November and continuing for the balance of the school year.
5. Payroll deductions for the MTA Credit Union.
6. Payroll deductions for the Marblehead Municipal Employees' Federal Credit Union.

**ARTICLE 15  
TUITION REIMBURSEMENT**

- A. Procedure. College courses, workshops, continuing education unit programs or in-service programs may be approved by the Superintendent. Under normal circumstances, request for approval must be made in writing, on a form supplied by the Superintendent in advance of the start of the course. Courses must be approved by the Superintendent.
- B. Reimbursement. The employee shall pay the entire tuition cost of approved courses and will be reimbursed under the following terms and conditions:
  1. The employee must obtain a grade of B- or better or evidence of receiving the total Continuing Education Units for the course, shall be satisfactory.
  2. A receipted copy of the tuition bill or canceled check must be submitted to the Superintendent as evidence of the course.
  3. Within thirty (30) days after receipt of Items 1 and 2 of this section (reimbursement) the Committee shall reimburse the employee for his/her out-of-pocket tuition payment up to \$300/fiscal year.

**ARTICLE 16  
MISCELLANEOUS PROVISIONS**

- A. The Committee and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application

shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- C. Once employed, any individual contract between the Marblehead School District and an individual employee heretofore or hereafter executed shall be subject to and consistent with the spirit and terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- D. It shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by such employee.
- E. Requests for leave to attend conferences of an educational nature shall be made to the Superintendent and shall be subject to his approval.
- F. The Association acknowledges that the Committee has fulfilled Its bargaining obligations with regard to the Drug Policy attached hereto as Appendix B. No challenge shall be made with regard to the adoption and implementation of said policy by the Committee/Administration.
- G. The language of this Agreement shall be interpreted subject to and in conformity with the Education Reform Act of 1993 and any provision of this Agreement inconsistent with the Education Reform Act shall be deemed amended so as to be in compliance with such Act.

## **ARTICLE 17 PAID ADOPTION LEAVE**

(APPLICABLE ONLY TO PERMANENT SUBSTITUTES WHO HAVE BEEN ACTIVELY EMPLOYED FOR AT LEAST THREE CONSECUTIVE YEARS IMMEDIATELY PRECEDING THEIR REQUEST FOR PAID ADOPTION LEAVE (HEREINAFTER CALLED “ELIGIBLE SERVICE EMPLOYEES”))

An eligible service employee shall be entitled to paid adoption leave, subject to the following terms and conditions:

- A. Maximum amount of paid adoption leave: 4 weeks (20 work days).  
(Lost work time within four weeks following the eligible service employee receiving actual custody of the child.)
- B. Deduction from sick leave: The leave shall be deducted from the eligible service employee's sick leave (annual, if sufficient, otherwise accumulated). In the event the eligible service employee does not have sufficient sick leave to his/her credit,

the eligible service employee shall not be eligible for paid adoption leave to the extent of the deficiency.

- C. Age of adoptive child: The child must be below six years of age.
- D. Purpose of leave: To make arrangements for and to care for the adopted child.
- E. If both parents are eligible service employees in the Marblehead school system:  
In the event both parents are eligible service employees in the Marblehead School system, either parent may request the paid adoption leave but the total amount of such paid adoption leave shall not exceed the maximum of four weeks.
- F. Request for Paid Adoption Leave - Time of Leave
  1. The leave shall commence, except as hereinafter provided in F3, upon receiving actual custody of the child, or earlier if necessary to fulfill the requirements of adoption.
  2. The eligible service employee shall give, to the extent possible, at least two (2) weeks written notice to the Superintendent of his/her anticipated date of departure and his/her intent to return.
  3. In the event defacto custody is taken during any of the school vacations during the school year (Christmas, February or April vacation), the leave shall commence on the first work day following such school vacation. This provision shall only be applicable to school vacations during the school year. If defacto custody were taken in July, the eligible service employee would not be eligible for paid adoption leave.
- G. Family and Medical Leave Act  
If and to the extent the eligible service employees are entitled to leave under the Family and Medical Leave Act, such time shall be charged against the adoption leave.
- H. Eligible Service Employees on Maternity Leave  
An eligible service employee on maternity leave shall be entitled to paid parental leave subject to the same terms and conditions applicable to paid adoption leave, except as follows:  
The amount of the paid parental leave shall not exceed the following: Four weeks less any paid sick leave taken by the eligible service employees on maternity leave.  
Example: An eligible service employee on an eight week unpaid maternity leave is disabled for five days and utilizes five days of sick leave. The eligible service employees, in such case, would then be entitled to 15 days of paid parental

leave subject to the same terms and conditions applicable to paid adoption leave.

- I. This paid adoption leave Article shall expire and be of no further force and effect on August 30, 2001.

**ARTICLE 18  
FUNDING**

In the event the total School Committee budget presented by the School Committee to the Town Meeting for the first fiscal year of any agreement is not fully funded by the Town Meeting, then the wage increases referred to in any Memorandum of Agreement for the first year shall be of no force and effect at the discretion of the Committee. In the event the Committee so exercises its discretion, the parties shall meet to negotiate as if no agreement had been reached and, in such negotiation, all issues shall be "open."

**ARTICLE 19  
DURATION**

This Agreement shall become effective September 1, 2006, except as otherwise provided herein, and shall continue in full force and effect until August 31, 2009, except as otherwise provided herein. Negotiations for a successor Agreement shall begin no later than thirty (30) days, but in no event earlier than December 15, 2008, after written notice by either party of its' desire to commence negotiations for a successor Agreement. The Committee and the Association, upon receipt of said notice, shall make mutually satisfactory arrangements to engage in negotiations for a successor Agreement.

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Ann Davis Allan

Date

Marblehead School Committee

Date

**APPENDIX A  
SALARY SCHEDULE**

| Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------|--------|--------|--------|--------|--------|
|------|--------|--------|--------|--------|--------|

|       |        |        |        |        |        |        |
|-------|--------|--------|--------|--------|--------|--------|
| +3.5% | 9/1/06 | 17,896 | 20,060 | 20,801 | 21,603 | 22,342 |
| +3.5% | 9/1/07 | 18,522 | 20,762 | 21,529 | 22,359 | 23,123 |
| +3%   | 9/1/08 | 19,077 | 21,384 | 22,174 | 23,029 | 23,816 |

**APPENDIX B**  
**MARBLEHEAD SCHOOL COMMITTEE**  
**DRUG-FREE WORKPLACE POLICY - STANDARDS**

1. The unlawful possession, use or distribution of illicit drugs and alcohol on school premises or as part of any of its activities is wrong and harmful to the employees and the operation of the school system.

2. The unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as part of any of its activities is strictly prohibited.
3. Compliance with the terms of this policy, including without limitation the standards of conduct referred to in paragraph 2. is mandatory.
4. Any employee found to be in violation of this policy will be subject to disciplinary action (consistent with local, state and federal law) including but not limited to suspension, discharge and referral for prosecution. Employees may also be required to participate in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state or local health, law enforcement or the appropriate agency.

Any disciplinary action taken by the Marblehead School Committee/Administration shall be in accordance with (1) any applicable provisions of any applicable collective bargaining agreement, and/or (2) any applicable statutory provisions. For example, M.G.L. Chapter 71, Section 42.

5. Each employee, as a condition of employment, is required to notify the Superintendent within five (5) days after he or she is convicted for violation of any federal or state criminal statute where such violation occurred on school premises or as part of its activities.
6. The Marblehead Public Schools shall provide information about available drug and alcohol counseling and rehabilitation and reentry programs that are available to employees.
7. Employees shall be given a copy of this policy, including, without limitation, the standards of conduct set forth in Section 2 and the statement of sanctions required by Section 3.
8. This policy shall be reviewed at least every two years by the Marblehead School Committee/ Administration to determine its effectiveness, to implement changes to the program if they are needed (subject to fulfilling whatever bargaining obligations may exist with the Association); and to ensure that the sanctions required by Section 4 are consistently enforced.
9. The Committee recognizes that in certain cases employee participation in a drug abuse and/or alcohol abuse assistance program may be appropriate. It is not the intent of the parties hereto to establish general rules for all cases. Rather, the Committee and/or Administration will deal with each case on an individual basis to determine the appropriateness of such a program in the circumstances involved. Nothing contained herein, however, shall be interpreted to negate the appropriateness of disciplinary action under the applicable standard involved.
10. Nothing contained herein shall be deemed to restrict or limit in any way the rights of the Marblehead School Administration to take appropriate disciplinary action against employees for the unlawful or inappropriate possession, use, or distribution of illicit drugs and alcohol off school premises.

#### ACKNOWLEDGEMENT OF RECEIPT

Marblehead Public School Is Drug-Free Workplace Policy

To the Employee:

This acknowledgement must be completed, signed, and returned to your immediate supervisor.

I, \_\_\_\_\_, an employee of the Marblehead Public Schools,  
hereby certify that I have received a copy of the Drug-Free Workplace Policy - Standards adopted  
by the Marblehead School Committee on

(Signature)

(Date)