

AGREEMENT
BETWEEN THE
SCHOOL COMMITTEE
OF THE
TOWN OF MARBLEHEAD
AND THE
MARBLEHEAD EDUCATION ASSOCIATION
Unit – Instructional Assistants
September 1, 2025 - August 31, 2028

CONTENTS

ARTICLE 1 - RECOGNITION	4
ARTICLE 2 – MANAGEMENT RESPONSIBILITY	4
ARTICLE 3 – HOURS OF WORK	5
ARTICLE 4 – PROBATIONARY PERIOD - YEARLY APPOINTMENT, LAYOFF, REDUCTION IN FORCE AND RECALL	5
ARTICLE 5 – JOB POSTING	8
ARTICLE 6 – COMPENSATION	9
ARTICLE 7 – MILEAGE	10
ARTICLE 8A – SICK LEAVE	10
ARTICLE 8B – COMBINED SICK LEAVE BANK	11
ARTICLE 9 – HOLIDAYS	14
ARTICLE 10 – TEMPORARY LEAVES OF ABSENCE	14
ARTICLE 11 – PAYROLL DEDUCTION	15
ARTICLE 12 – TEMPORARY ASSIGNMENT	16
ARTICLE 13 – GRIEVANCE PROCEDURE	16
ARTICLE 14 – STRIKES	18
ARTICLE 15 – JURY DUTY	18
ARTICLE 16 – MATERNITY/PARENTAL LEAVE - ADOPTION LEAVE (Effective for births/adoptions that occur prior to November 26, 2024)	19
ARTICLE 16 – PARENTAL LEAVE (Effective for births/adoptions that occur on or after November 26, 2024)	21
ARTICLE 17 – TUITION REIMBURSEMENT	22
ARTICLE 18 – INSURANCE	23
ARTICLE 19 – EFFECT OF AGREEMENT	23
ARTICLE 20 – MISCELLANEOUS	24
ARTICLE 21 – (Article intentionally left blank)	26

ARTICLE 22 – DURATION AND RENEWAL	26
ATTACHMENT A – DRUG-FREE WORKPLACE POLICY – STANDARDS	28
ATTACHMENT B – JOINT COMMITTEE ON SCHOOL SAFETY	30

MARBLEHEAD EDUCATION ASSOCIATION

Unit: Instructional Assistants

AGREEMENT made and entered into on the 26th day of November, 2024 by and between the Marblehead School Committee, hereinafter referred to as the "Committee" and the Marblehead Education Association, MTA/NEA, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

The Committee hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining (as provided by Chapter 150E of the General Laws of the Commonwealth of Massachusetts) for all full-time and part-time Instructional Assistants regularly working 15 or more hours per week for the Marblehead School District.

ARTICLE 2 MANAGEMENT RESPONSIBILITY

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any rights of the Committee/ Administration not listed herein. Such managerial responsibilities shall remain exclusive with the Committee/Administration except as they may be modified by the specific provisions of this Agreement.

Among such management responsibilities as are vested exclusively in the Marblehead School District are the following: the right to hire, promote, transfer, assign and retain employees in positions with the District to suspend, demote, discharge or take other disciplinary action against employees to evaluate employees, to determine the hourly, daily and weekly schedules of employment, to relieve employees from duty because of lack of work or other legitimate reasons, to make, administer and enforce work rules and regulations, to determine the method, means and personnel by whom Marblehead School District's operations are to be conducted and to take whatever action may be necessary to carry out the work of the Committee/Administration in situations of emergency.

The Committee/Administration shall have the freedom of action to discharge its responsibility for the successful operation of Instructional Assistant work including the scheduling of operations, the

methods, materials and equipment used in carrying out the functions of such work and the extent to which its own or other facilities, equipment or personnel shall be used.

Any of the rights, powers and authorities which the Committee/Administration had prior to entering this collective bargaining agreement are retained by the Committee/Administration, except as specifically modified by this Agreement.

Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Committee/Administration, which may not be granted or waived by the Committee/Administration under the statutes of the Commonwealth of Massachusetts or any applicable Town Ordinance.

ARTICLE 3

HOURS OF WORK

The Committee/Administration retains the right to establish and change for each employee the number of hours in the workday, the starting and quitting times, the number of hours in the workweek and the length of the work year.

Effective with the start of the 2025-26 work year, the Administration will provide employees with their hours of work ten (10) calendar days prior to the first day of school for students. Nothing in the prior sentence shall limit the Administration's right to change hours of work during the school year. The Administration will provide at least five (5) calendar days prior notice if the change in schedule will result in an earlier start and/or a later end time for the employee unless a student need requires less notice.

In the event the hours that an employee actually works are reduced because of a delayed opening of schools caused by inclement weather or an emergency situation, the employee shall be compensated for such reduced hours at the employee's regular hourly rate of pay.

Instructional Assistants at the high school and middle school who teach a class will receive one preparation block at the discretion of the principal each day. Full time Instructional Assistants will receive an unpaid duty free lunch period.

ARTICLE 4

PROBATIONARY PERIOD

YEARLY APPOINTMENT, LAYOFF, REDUCTION IN FORCE AND RECALL

Each new employee and each employee hired after a break in service shall be considered as a probationary employee until the employee shall have actually worked three full school years. Probationary employees may be disciplined, discharged or otherwise terminated in the sole discretion of the Superintendent/designee and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

Probationary employees hired by the Marblehead School District shall be considered hired for one (1) school year term only. (The school year in which the employee commences work.) Similarly, reappointments shall be for only one (1) school year for the following two (2) consecutive full school years. The decision of the Superintendent/designee as to whether to reappoint the probationary employee each of the first three full school years shall be in the sole discretion of the Superintendent/designee, and the Superintendent's/designee's decision thereon shall not be subject to the grievance and arbitration provisions of this Agreement.

Probationary employees who have received a satisfactory evaluation will be considered for employment in the succeeding year and need not submit an application unless a different position from that previously occupied is desired. Probationary employees shall be notified, in writing, by the Marblehead School district by June 15th as to their appointment for the next academic year. If there is to be a reduction in the number of Instructional Assistants, the School District will attempt to give notice by June 15th. Probationary employees who are not notified by the Marblehead School District by the last day of school as to whether they have been reappointed are deemed not reappointed. Notification to those appointed shall, to the extent known, include the assignment, the location and the hours.

Employees who have not worked 75 work days may be dismissed without prior notice. The Superintendent/designee shall provide written (or email) notice of the Superintendent's/designee's intent to dismiss employees who have worked more than 75 work days. Such notice shall include the reason(s) for the dismissal and provide the employee with an opportunity to meet with the Superintendent/designee within ten calendar days. Employees who have not completed their probationary period are employees at will. Disciplinary action taken against any employee after expiration of the employee's probationary period shall be subject to a just cause standard.

Examples:

1. Discharge or other disciplinary action within the probationary period - not arbitral.
2. Probationary employee not reappointed - not arbitral.

3. Employee discharged (disciplinary) subsequent to probationary period- just cause standard.
4. Employee terminated during year (non-disciplinary) - not arbitral.

The Superintendent/designee, in the event of a contemplated reduction in force, will meet with the Union to discuss the contemplated reduction.

Probationary employees will be laid off prior to employees who have completed their probationary period provided that the employee who has completed the probationary period has the experience, skill, and training to perform the work being performed by the probationary employee.

In making a decision regarding the layoff or reduction in force of an employee(s) who has/have completed the probationary period, the Superintendent/designee shall consider the following criteria:

1. Need;
2. Quality and quantity of performance as determined by the most recent evaluation;
3. Educational background including degrees, and licenses;
4. Experience with subject matter;
5. Experience with grade level(s);
6. Experience with particular student(s);
7. Training;
8. Skills including but not limited to language skills, ASL, RBT certification, Wilson or OG certification;
9. Best interest of students.

The Superintendent/designee may assign whatever weight the Superintendent/designee desires to the aforementioned criteria provided the Superintendent's/designee's decision is based on said criteria and provided that the Superintendent/designee considers the best interests of students in the school or District. The Superintendent/designee need not review all of the above criteria. When the Superintendent/designee determines that the qualifications of employees, based on some or all of the criteria above, are no different, seniority in the unit shall be the determining factor.

Employees who have been laid off shall remain on a recall list for an 18-month period from the date of the layoff notice. The Superintendent/designee may use the criteria listed above in determining the

order of recall; however, if the Superintendent/designee determines that the qualifications of employees based on criteria above are no different, the Superintendent may use seniority to break the tie.

The laid off employee shall provide the District's Human Resources office with a current email address for the recall period. The Superintendent/designee shall notify an employee by email of a recall, and the employee shall have five calendar days to accept a recall notice by email. Failure to respond to a recall notice within five calendar days shall be deemed a rejection of the offer and the employee shall be removed from the recall list.

Recall notices will be sent by email to the laid off employee's last personal email address in the District's records with a copy of such notice being emailed to the Association.

ARTICLE 5

JOB POSTING

Whenever a permanent vacancy in positions covered by the Agreement occurs and the District desires to fill such vacancy, the Marblehead School District shall post a notice of vacancy in each school for a period of five (5) working days. All employees who are interested in bidding on the vacancy must apply in writing during this five (5) day period.

The Marblehead School District may fill said vacancy from applicants from within or outside of the bargaining unit and the District's decision thereon shall not be subject to the grievance and arbitration provisions of this Agreement. In the event the District fills said job from within the bargaining unit, the vacancy created in the successful applicant's position and any further such vacancies that might occur shall not be subject to posting. In other words, paragraph one (1) of this Article shall only apply to the original vacancy.

The provisions of this paragraph shall not apply to reappointments.

ARTICLE 6 COMPENSATION

A. Hourly Pay Schedule

<u>Effective Date</u>	<u>Step A</u>	<u>Step B</u> (After 1 full school year of service as a Tutor/Instructional Assistant in the MPS)	<u>Step C</u> (After 2 full school years of service as a Tutor/Instructional Assistant in the MPS)	<u>Step D</u> (After 3 full school years of service as a Tutor/Instructional Assistant in the MPS)	<u>Step E</u> (After 4 full school years of service as a Tutor/Instructional Assistant in the MPS)
September 1, 2025	\$26.18	\$27.70	\$29.22	\$30.75	n/a
September 1, 2026	\$26.70	\$28.25	\$29.80	\$31.36	\$31.67
September 1, 2027	\$27.37	\$28.96	\$30.55	\$32.14	\$32.46

Effective September 1, 2025, Special Education Instructional Assistants assigned to a sub-separate program who have a DESE license in moderate disabilities and/or severe disabilities shall receive a differential of one dollar (\$1.00) per hour.

- B. For the purpose of placement on the salary schedule, the Superintendent may at the Superintendent's discretion, place new employees no higher than the second step on the salary schedule based upon documented work-related experience. The Superintendent's exercise of this discretion may not be subject to challenge.
- C. Instructional Assistants for long-term home tutoring shall be paid at the rate of \$33.00 per hour if the Instructional Assistant is certified/licensed as a teacher by the Massachusetts Department of Elementary and Secondary Education (DESE). Instructional Assistants for long term home tutoring who are not certified/licensed as a teacher by DESE shall be paid at such Instructional Assistant's rate of pay as provided for in Article 6A.

- D. Instructional Assistants performing bargaining unit work during the summer shall be paid at such Instructional Assistant's rate of pay as provided for in Article 6A.
- E. The parties agree that effective September 1, 2015 the District shall implement mandatory direct deposit for all bargaining unit employees. The Committee may provide employees with electronic pay advices in lieu of paper paystubs.
- F. Bi-weekly pay: The Union 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 Union and employees of implementation, employees shall receive their pay on a bi-weekly basis.
- G. 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 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 an Instructional Assistant to be eligible to move to Step B on September 1, 2026.

ARTICLE 7 MILEAGE

Instructional Assistants who are required to use their automobiles in the performance of their duties shall be reimbursed for all such travel (commuting excluded) at the reimbursable rate determined by the Town of Marblehead.

ARTICLE 8A SICK LEAVE

Employees who are regularly scheduled to work four days per week shall be entitled to accrue sick leave at the rate of 1.2 days per month of active employment but not to exceed twelve (12) days in one (1) academic year. Employees who are regularly scheduled to work five days per week shall accrue sick leave at the rate of 1.5 days per month of active employment not to exceed fifteen (15) days in one academic year. Days are prorated for part-time work.

Maximum accumulation of sick leave shall be sixty (60) days. Sick leave may only be used for personal injury or sickness.

ARTICLE 8B

COMBINED SICK LEAVE BANK

Effective with the start of the 2025-2026 school year, there shall be established a Sick Leave Bank for employees covered by the Marblehead Education Association Instructional Assistants Unit, Operational Support Personnel Unit, Custodians Unit, and Permanent Substitutes Unit with the following rules and regulations.

- a. The Sick Leave Bank is a benefit available to support employees in positions represented by the bargaining units who due to a prolonged serious illness, have exhausted their accumulated sick, personal, or other leave time and may require additional time to recover from their illness.
 - i. The purpose of Sick Leave Bank is to support members who are experiencing the devastating effects of a serious, long-term illness or injury. It is not designed to replace or extend accrued sick time for individual employees and it should not be used for purposes for which it was not intended.
- b. Initial Establishment of Sick Leave Bank Criteria
 - i. Beginning on the first day of the 2025-2026 work year, all employees in positions represented by the MEA in the Instructional Assistants Unit, Operational Support Personnel Unit, Custodians Unit, and Permanent Substitute Unit will be given the opportunity to be members of the Sick Leave Bank by donating one (1) of their sick days to the Sick Leave Bank each school year.
- c. New Hire and/or Member Buy in *AFTER* initial Establishment of the Sick Leave Bank
 - i. New hires have thirty (30) calendar days to join the Sick Leave Bank from the date of employment by donating one (1) of their sick days to the Sick Leave Bank.
 - ii. Current employees who did NOT buy into the Sick Leave Bank when it was established and employees who did not elect to join the Sick Leave Bank within thirty calendar days from the date of employment will have thirty (30) calendar days from the start of the new school year

to buy into the Sick Leave Bank by donating two (2) of their sick days to the Sick Leave Bank.

iii. Current employees who buy into the Sick Leave Bank after the initial establishment and new employees who buy into the Sick Leave Bank after thirty calendar days from the date of employment will be eligible to draw from the Sick Leave Bank AFTER one (1) school year of membership in the Sick Leave Bank.

d. Replenishment of the Sick Leave Bank

i. The maximum number of days in the Sick Leave Bank shall be one hundred (100) and the minimum number of days shall be thirty (30).

ii. When the number falls below thirty (30) days during a school year, all current members of the Sick Leave Bank who have completed their probationary period will donate one (1) day. If the number of days remaining in the Sick Leave Bank falls below thirty (30) days again in the same school year, members who have the maximum number of sick leave days will each be asked to contribute one (1) additional day to replenish the Sick Leave Bank.

iii. Members of the Sick Leave Bank who retire from the Marblehead Public Schools may donate up to ten (10) days to the Sick Leave Bank.

iv. Any Sick Leave Bank days that are not used in one school year shall be carried over to the next school year subject to section d.i. above.

e. Opting Out of Membership in the Sick Leave Bank.

i. Members of the Sick Leave Bank must notify the payroll office in writing at least fifteen (15) days prior to the start of the new work year if they want to discontinue their membership in the Sick Leave Bank. Failure to notify in writing will automatically continue membership in the Sick Leave Bank for the work year.

f. Administration of the Sick Leave Bank

i. A Sick Leave Bank Committee of four (4) members will be established between the Marblehead Education Association ("Association") and the Marblehead Public Schools. The Sick Leave Bank Committee will consist of two (2) members designated by the School

Committee to serve at the School Committee's discretion and two (2) members designated by the MEA President/Co-Presidents.

- ii. The Sick Leave Bank Committee shall determine the eligibility for the use of the Sick Leave Bank and the amount of leave to be granted.
 - iii. Awards of benefits from the Sick Leave Bank require a majority vote of the full Sick Leave Bank Committee.
 - iv. In the event of a tie vote, eligibility will be determined by the School Committee where the Marblehead Education Association will represent the member requesting days from the Sick Leave Bank in executive session.
 - v. Any initial grant of sick leave by the Sick Leave Bank Committee shall not exceed thirty (30) days. If need continues, reapplication to the Sick Leave Bank may be made for further extensions up to a maximum of thirty (30) days each. Except as provided hereafter in this paragraph, no more than ninety (90) days may be granted by the Sick Leave Bank Committee to any individual for a single illness or accident. The Sick Leave Bank Committee agrees to give due consideration to those situations of unusual circumstances and for hardship arising from prolonged illness or accident when an employee's accrued sick leave and ninety (90) days from the Sick Leave Bank Committee have been exhausted. Such situations will be brought to attention of the Sick Leave Bank Committee by the Association only, whereupon the Sick Leave Bank Committee may authorize additional days from the Sick Leave Bank but not to exceed the balance of days in the Sick Leave Bank.
 - vi. A member who has received a grant from the Sick Leave Bank, upon their return to regular duties during the work year, will receive up to five (5) sick leave days from the bank to be used in the event of illness during the remainder of the school year. Days not used will be returned to the Sick Leave Bank on the last day of school in the work year.
- g. Criteria to Request Days from the Sick Leave Bank.
- i. Subject to the provisions of this Article, the Sick Leave Bank Committee shall utilize the following criteria in administering the Sick Leave Bank and in determining eligibility and amount of leave:

1. Adequate medical evidence, including diagnosis and prognosis, of serious and/or prolonged illness or injury and expected date of return. This information shall remain confidential with the Sick Leave Bank Committee. The Sick Leave Bank Committee may require a second opinion from an independent medical examiner. The cost of the independent medical examination will be borne by the employer.
2. Access to the Sick Leave Bank may be barred because of the history of prior usage or annual and accumulated sick leave.
3. In order for a member to be eligible for the Sick Leave Bank benefits in a successive school year, the members must return to work for a period of time at least as long as the period for which the member received benefits. The Sick Leave Bank Committee may waive this provision in extraordinary circumstances.

h. Sick Leave Bank Binding Agreement.

- i. This Article is not subject to grievance and arbitration. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal except for reconsider to the Committee itself.

ARTICLE 9

HOLIDAYS

Employees in their second year and subsequent years of employment shall be entitled to six (6) paid holidays each year. The holidays will be determined by June 16th of the preceding year by an MEA member and the Superintendent/designee.

ARTICLE 10

TEMPORARY LEAVES OF ABSENCE

A. FUNERAL LEAVE

In the case of death of the employee's 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.

B. PERSONAL DAYS

Each employee shall be entitled to two (2) personal days per contract year for imperative personal business, 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 forty-eight (48) hours' notice, when possible. Notice of the taking of such leave shall be given on the form attached as Exhibit "A." Generally, days immediately preceding and immediately following holidays or vacation shall not be used.

C. OTHER LEAVES

All requests for leave of absence, whether paid or unpaid, shall be made in writing to the Superintendent and are subject to the Superintendent's approval. The denial of any such approval shall not be subject to challenge.

D. UNION LEAVE

Time necessary for up to two (2) representatives of the Union to attend conferences and conventions of State and National affiliated organizations not to exceed two (2) total days in combination during any school year.

ARTICLE 11
PAYROLL DEDUCTION

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

1. Premiums under the Town of Marblehead employee's Group Insurance Program.
2. Dues for the Marblehead Education Association, Massachusetts Teachers Association, 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.
3. Payroll deductions for the Marblehead Municipal Employees Credit Union.
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.

ARTICLE 12

TEMPORARY ASSIGNMENT

In the event an employee is temporarily assigned by the employee's supervisor to perform the duties of a person in a higher rated job or daily substitute teaching job and so performs such duties, the employee shall receive compensation for such service at the job rate of the higher rated job or daily substitute teaching job. Such compensation shall continue so long as the employee continues to perform the duties of the higher rated job. It is understood that upon return by the employee to the employee's regular duties, the increase in compensation provided for in this Article shall terminate.

In the event an employee is temporarily assigned by the employee's Principal to teach a class/classes as a substitute teacher, the employee shall be paid the following extra compensation, subject to the terms and conditions hereinafter provided.

- A. In order to be eligible to receive the extra compensation, the employee must possess a bachelor's degree.
- B. The employee shall receive \$10.00 extra dollars for each teaching period so assigned by the Principal, up to a maximum of \$50.00.

ARTICLE 13

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 application, meaning or interpretation of the express terms of this Agreement.

Step 1: The employee with a grievance, shall take up the grievance with the employee's immediate supervisor within fourteen (14) days of the date of the grievance or the date the employee first acquired knowledge or should have acquired knowledge of its occurrence. A representative of the

Union may be present. The employee's immediate supervisor shall attempt to adjust the matter and shall respond within seven (7) calendar days after the submission of the grievance to the employee's immediate supervisor in Step 1.

Step 2: If the grievance has not been settled in Step 1, it shall be taken up with the Superintendent, or the Superintendent's 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 ten (10) calendar days after the submission of the grievance to the Superintendent in Step 2.

Step 3: (Not applicable to grievances involving discipline) If the grievance is still unresolved, the Union 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 Union 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 Union within twenty-one (21) calendar days after the meeting held in Step 3, or if a discipline grievance has not been resolved at Step 2, then the matter may be submitted to arbitration within fourteen (14) calendar days thereafter by either the Committee or the Union 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 limits of the arbitrator's 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.

ARTICLE 14

STRIKES

Section 1. There shall be no strikes, walkouts, stoppages or other suspensions of work, boycotts, sit-downs or slowdowns, picketing or any other interference with the Marblehead School District's operations, whether direct or sympathetic. No officer, agent or representative of the Union shall authorize, approve, ratify or condone any of the activities herein prohibited and no employee will instigate, promote, sponsor, engage in or condone any of the activities herein prohibited.

Section 2. The Union, its officers, agents and representatives, shall make every reasonable effort in good faith to prevent or terminate any action in violation of Section 1 of this Article, including, but not limited to, publicly declaring that such action is in violation of the Agreement and by instructing and directing the employees to cease such improper conduct and that work be fully resumed.

Section 3. The Marblehead School District may impose any disciplinary action, including discharge, upon any or all of the employees involved in a violation of Section 1. Such action by the District shall not be subject to the grievance and arbitration provisions of this Agreement except as to the questions of whether or not such a violation in fact occurred and whether or not the employees who were disciplined in fact instigated, sponsored, engaged in or condoned any of the activities therein prohibited.

ARTICLE 15

JURY DUTY

In the event an employee is called for jury duty, the employee shall be permitted to be absent from work so to serve and shall be paid for time as a juror the difference between the amount the employee received for jury duty (excluding trial allowances or reimbursement expenses) and the amount the employee would have received had the employee been employed by the Marblehead School District during the time, provided the employee was scheduled to work during such time. Jury pay shall be computed on the basis of the employee's base hourly rate and shall be limited to the amount of hours regularly worked per day. To be eligible for the jury duty benefits provided herein, the employee must give the Marblehead School District reasonable notice that the employee has been summonsed for jury duty, must furnish satisfactory evidence that the employee reported for or performed jury duty during the time for which the employee claims payment and during the period of jury service the employee must report for work on days when the employee's services as a juror are not required. An employee who volunteers (without being summoned) for jury duty will not receive any of the jury duty benefits listed above.

ARTICLE 16

This Article 16 effective for births/adoptions that occur prior to November 26, 2024.

MATERNITY/PARENTAL LEAVE

An Instructional Assistant who has completed three consecutive months of employment shall be granted a maternity leave of absence, subject to the terms and conditions hereafter provided:

Leaves for the purpose of giving birth, or as otherwise provided for by MGL Chapter 149, Section 105D, not exceeding eight (8) weeks duration shall be granted pursuant to and shall be subject to the terms and conditions of MGL Chapter 149, Section 105D.

The Instructional Assistant shall give at least two (2) weeks written notice to the Superintendent of her anticipated date of departure and intention to return.

Such leave shall be without pay except as provided below:

An Instructional Assistant, who has given birth, may utilize accumulated sick leave while on maternity leave subject to the following terms and conditions;

1. The Instructional Assistant continues to work until such time as she is physically disabled from working. The Administration may require the Instructional Assistant to produce medical certification of disability as aforementioned.
2. The accumulated sick leave may only be utilized during the period of physical disability.

PAID ADOPTION LEAVE

(Applicable only to employees who have been actively employed for at least three consecutive years immediately preceding their request for paid adoption leave (hereinafter called "eligible service employees").

1. 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 the employee's 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 the employee's anticipated date of departure and the employee's 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 workday 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 under Article 17 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 employee in such case would then be entitled to 15 days of paid parental leave and conditions applicable to leave subject to the same terms as paid adoption leave.

ARTICLE 16

This Article 16 replaces the prior Article 16 and is effective with births/adoptions that occur on or after November 26, 2024.

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.

ARTICLE 17

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 Instructional Assistant shall pay the entire tuition cost of approved courses and will be reimbursed under the following terms and conditions:
 1. The Instructional Assistant must obtain a grade of B- or better and present satisfactory evidence thereof to the Superintendent. In the event the course is not graded in such a fashion, the equivalent 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 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 30th.
3. This section B.3 effective through June 30, 2026:
Within thirty (30) days after receipt of items 1 and 2 of this section (reimbursement), the Committee shall reimburse the instructional assistant for the instructional assistant's out of pocket tuition payment up to three hundred dollars (\$300.00) per fiscal year.

This section B.3 replaces the above section B.3. as of July 1, 2026:
Within thirty (30) days after receipt of items 1 and 2 of this section (reimbursement), the Committee shall reimburse the instructional assistant for the instructional assistant's out of pocket tuition payment up to six hundred dollars (\$600.00) per fiscal year. The total reimbursement by the Committee in any fiscal year (July 1-June 30) shall not exceed six thousand dollars (\$6,000).

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.)

ARTICLE 19

EFFECT OF AGREEMENT

Section 1. This instrument constitutes the entire agreement of the Committee and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not

specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

Section 4. No provision of this Agreement shall be retroactive prior to the effective date of this Agreement unless otherwise specifically stated herein.

ARTICLE 20

MISCELLANEOUS

- A. The Committee and the Union 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. This Agreement constitutes Committee policy for the term of said Agreement, and the Committee shall carry out the commitments contained herein and give them full force and effect as Committee policy.
- C. 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 provision 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.
- D. The Union acknowledges that the Committee has filled its bargaining obligations with regard to the Drug Policy attached hereto as Exhibit B. No challenge shall be made with regard to the adoption and implementation of said policy by the Committee/Administration.
- E. 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.

- 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.
- G. Enrollment of Children of Employees Represented by the Union
- 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 Union 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 the child 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 Union.

- 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.

ARTICLE 21

This Article intentionally left blank.

ARTICLE 22

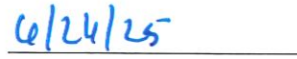
DURATION AND NEGOTIATION OF SUCCESSOR AGREEMENT

- A. This Agreement shall be in full force and effect from September 1, 2025 to August 31, 2028 except as otherwise provided. This Agreement may only be extended in writing by mutual agreement of the parties.
- B. Negotiations for a successor agreement shall begin no later than October 15, 2027.
- C. This Agreement and procedures provided herein may be modified in whole or in part only by mutual agreement of the parties hereto, in which event such modification shall be duly executed in writing by both parties.
- D. The signatures below of the representatives of the Union and of the members of the Committee indicate that the parties have duly ratified this Agreement and the appendices attached hereto, said Agreement with appendices to be in effect from September 1, 2025 to August 31, 2028 except as otherwise provided.

Marblehead School Committee

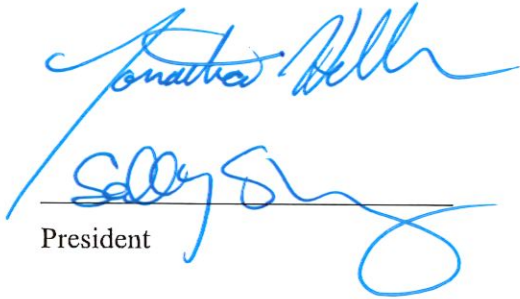


Chairperson

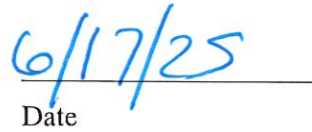


Date

Marblehead Education Association



President



Date

ATTACHMENT A
DRUG-FREE WORKPLACE POLICY

File: GBEC

The School District will provide a drug-free workplace and certifies that it will:

1. Notify all employees in writing that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, is prohibited in the District's workplace, and specify the actions that will be taken against employees for violation of such prohibitions.
2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the District's policy of maintaining a drug-free workplace; and available drug counseling, rehabilitation, and employee assistance programs; and the penalty that may be imposed on employees for drug abuse violations occurring in the workplace.
3. Make it a requirement that each employee whose employment is funded by a federal grant be given a copy of the statement as required.
4. Notify the employee in the required statement that as a condition of employment under the grant, the employee will abide by the terms of the statement, and will notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
5. Notify the federal agency within ten days after receiving notice from an employee or otherwise receiving notice of such conviction.
6. Take one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted; take appropriate personnel action against such an employee, up to and including termination; or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement, or other appropriate agency.
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all the provisions of this policy.

LEGAL REFS.: The Drug-Free Workplace Act of 1988

CROSS REFS.: JICH, Alcohol Use by Students

SOURCE: MASC/Marblehead

Marblehead Public Schools Approved 10/18/2018

ATTACHMENT B
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.