

MEMORANDUM OF AGREEMENT
between the
WAYLAND SCHOOL COMMITTEE
and
WAYLAND EDUCATIONAL SECRETARIES' ASSOCIATION

February 10, 2021

The bargaining representatives of the Wayland School Committee ("the School Committee"), and the Wayland Educational Secretaries' Association, each acting subject to the ratification of this Memorandum of Agreement ("the Agreement") by their full membership, hereby mutually agree to the following terms and conditions of settlement for a successor Collective Bargaining Agreement that will be in effect from July 1, 2020 to June 30, 2023.

1. All terms and provisions of the predecessor Collective Bargaining Agreement which was effective from July 1, 2017 through June 30, 2020 shall, except to the extent modified by this Agreement, be carried over intact into the successor Collective Bargaining Agreement. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement, unless otherwise provided for in this document.
2. Unless otherwise specified herein, all modifications will take effect as of the ratification of the successor Collective Bargaining Agreement. Any written interim agreements that have been entered into by the parties since the ratification of the predecessor Collective Bargaining Agreement and that require modification of existing contract language shall be incorporated into the new Collective Bargaining Agreement.

3. **ARTICLE III – GENERAL**

Modify Section 3.11 to read as follows:

3.11 – Leaving Work--Employees shall not leave school buildings during working hours without permission of their Principal or immediate supervisor.

4. **ARTICLE IV – GRIEVANCE PROCEDURE**

Replace the existing language of Article IV with the following:

4.1 Definitions

- a. *A grievance is a dispute involving the interpretation or application of any of the provisions of this Agreement.*
- b. *A grievant is a member of the Association, members of the Association (who have the same or virtually the same grievance), or the Association itself on behalf of its members.*

4.2 LEVEL 1:

- a. *The grievant shall submit the grievance in writing to his/her Principal within fourteen (14) calendar days after the occurrence of the event or condition which gives rise to the grievance. The grievance shall specify with particularity the event or condition upon which it is based and the provisions of this Agreement which it is claimed are violated thereby. Incorrect identification of provisions claimed violated shall not invalidate the grievance provided they were made in good faith.*
- b. *The Member's Principal to whom the grievance is submitted will have fourteen (14) calendar days to meet with the grievant in an effort to resolve the grievance and to render a decision in writing. If a decision is not rendered, the grievance shall be deemed denied at the expiration of said period.*

4.3 LEVEL 2:

- a. *If the grievant is not satisfied with the disposition of his/her grievance at Level One, h/she may, within fourteen (14) calendar days after the disposition at Level One, submit a written statement to the Superintendent of Schools setting forth the facts upon which the grievance is based, and the ASSOCIATION shall submit, at the same time, its findings of fact as to the grievance.*
- b. *The Superintendent or his/her designee shall meet with the grievant and a representative of the ASSOCIATION within fourteen (14) calendar days after receipt of said statement in an effort to resolve the same. In the event that the Superintendent or his/her designee fail to submit a written decision upon said grievance within fourteen (14) calendar days following the aforementioned meeting, the grievance shall be deemed denied at the expiration of fourteen (14) calendar days.*

4.4 LEVEL 3:

If the grievance is not settled at Level 2, it may be advanced by the grievant to the COMMITTEE within seven (7) calendar days from the date the grievance is denied to be considered by the COMMITTEE and an answer given within thirty (30) calendar days. If there is no answer, the grievance is deemed denied.

4.5 LEVEL 4:

If the grievance is not settled at Level 3, it may be submitted, within fourteen (14) calendar days, to arbitration in accordance with the voluntary arbitration rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding upon all parties if supported by substantial evidence and in conformity with the contract. Any grievance hereunder which is not presented within the foregoing procedures is deemed waived and may not be submitted to arbitration.

The costs for the services of the arbitrator, including per diem expenses, if any, will be borne equally by the COMMITTEE and the ASSOCIATION.”

5. ARTICLE V – POSTING OF VACANCIES

Modify Sections 5.5, 5.7, and 5.8 to read as follows:

5.5 -- Procedures -- All candidates for positions will be appointed on the basis of:

- (a) a personal interview with the immediate supervisor; and*
- (b) a proficiency test, when applicable; and*
- (c) a personal interview with the Superintendent or a designee.*

5.7 -- Any applicant covered by this Agreement will be notified by the school principal or designee as to the disposition of his/her candidacy at the earliest possible time. Upon request, applicants will receive this notification in writing.

5.8 -- Current Member Preference--Where a new position has been created or a job opening has occurred, all other qualifications being equal, preference shall be given to current bargaining unit members.

6. ARTICLE VIII – SICK LEAVE

Modify Sections 8.1, 8.2, 8.4, and 8.5 to read as follows:

8.1 -- Effective July 1st each year every employee shall be credited with fifteen (15) days of sick leave. At the ratification of this agreement, all active employees hired after 1/1/08 shall deposit one sick day to the Sick Leave Bank. Any new employees hired after the ratification of this agreement will deposit one sick day to the Sick Leave Bank in their first year of employment.

8.2 -- 12-month employees first employed more than one month after July 1st of any year shall be credited with one day of sick leave per month until the next July 1st when they shall be credited with 15. 10-month employees first employed more than one month after the start of the school year shall be credited with one day of sick leave per month until the start of the next school year, when they shall be credited with 15.

8.4 Sick leave shall be granted for absence due to personal illness, injury, disability, or exposure to contagious diseases, except that employees may use up to five (5) days of accrued sick leave per contract year to care for members of their immediate family in the event of unforeseen short-term illness. ~~In addition, sick leave may be used during the period of certified disability resulting from the birth of a child.~~ A female employee is entitled to use sick leave benefits for certified disability resulting from childbirth and recovery therefrom. If an employee is not eligible for FMLA leave and does not want an extended leave of absence, she is entitled to leave which is the length of her disability period, or eight (8) weeks leave pursuant to G.L. c. 149, sec. 105D, whichever is longer.

8.5 An employee with a minimum of ten (10) years' service who provides notification of retirement by October 1st of the school year preceding the school year in which the employee intends to retire shall receive a lump sum payment to be computed by multiplying the number of the employee's unused accumulated sick leave days by \$40.00, but not to exceed \$4,000. The only exception for the October 1st notification deadline shall be for an employee who is currently experiencing/dealing with an extreme medical situation involving the employee or the following relatives of the employee: spouse, child, sibling, or parent, including any individual who has acted in place of and as parent or spouse to the employee or employee's spouse; in that case, the employee shall give the required notice as soon as possible. Best efforts will be made to include this lump sum payment in the employee's final paycheck. If an employee who has a minimum of ten (10) years' service is laid off pursuant to ARTICLE X, said employee may elect to receive the lump-sum payment described above in lieu of recall to a subsequent vacancy should one occur. Employees who have received the maximum lump sum payment of \$4000 and continue to have unused accumulated sick leave days may donate up to fifteen (15) of these unused sick days to the Sick Leave Bank.

7. ARTICLE IX – MISCELLANEOUS LEAVE

Modify Sections 9.1 and 9.3 to read as follows:

9.1 Bereavement Leave—An employee shall be granted up to five (5) school days of leave without loss of pay in the case of the death of the employee's spouse, child, sibling, grandparent, grandchild, or parent (including any individual who has acted in place of and as parent to the employee or employee's spouse); this provision applies to in-laws for the foregoing categories. At the discretion of the Superintendent, bereavement leave may be approved in other circumstances.

9.3 Parental Leave of Absence--Birth fathers and co-parents shall be granted five (5) personal days within the first year of the child's birth. An additional five (5) days may be used from the individual's personal sick leave. A paid leave of absence not to exceed thirty (30) school days,

to be deducted from accumulated sick leave, will be granted to an employee for the purpose of attending to the adoption of his/her child. In the event that both adoptive parents are employees of the school district, then the thirty days will be the total for both parents.

8. ARTICLE X – REDUCTIONS IN FORCE

Delete “Secretary to the Assistant Superintendent (non-confidential)” from the list of positions included in “Group I” in Section 10.2.

9. ARTICLE XI – CLASSIFICATIONS, RATES OF PAY, AND REIMBURSEMENTS

- a. Modify Section 11.5 to read as follows:

11.5 Placement on Steps -- For newly hired employees, a Business/Secretarial certificate will be counted as one step; an Associate's degree will be counted as one step; a Bachelor's degree will be counted as one step; a Master's degree will be counted as one step; Massachusetts teacher certification will be counted as one step; and for every two years of similar work one step of credit may be given. A current employee who obtains a degree (Associate's, Bachelor's, or Master's) or Massachusetts teacher certification in addition to the degree(s) he or she possessed upon initial employment shall advance one step for each such additional degree or certification. Any employee who anticipates such a step change shall notify the Assistant Superintendent by October 1 of the school year preceding the school year in which the step change will take effect.

Beginning in FY22, all employees who would otherwise have been placed on steps 1 or 2 of the salary scale will instead be placed on step 3. This change will not impact the step placement of any other employees.

- b. Modify Section 11.6, to reflect the terms of the most recent Chapter 32B, Section 19 Agreement between the Town of Wayland and Wayland Public Schools and the Town of Wayland and Wayland Public Schools employee unions.

- c. Modify Section 11.8 as follows:

11.8 Overtime—Overtime is defined as those hours worked in excess of ~~thirty five (35)~~ forty (40) hours. An employee who is required to work overtime by his/her immediate supervisor shall be compensated at time and one-half for all hours worked over ~~thirty five (35)~~ forty (40) hours, or by compensatory time to be taken as may be agreed upon by the employee and supervisor. Earned compensatory time must be taken within the fiscal year of the date in which the time was earned. The employee will submit their request to their supervisor at least two (2) weeks in advance of using their earned compensatory time. If an employee is unable to use their earned

compensatory time by the end of the fiscal year, up to 12 hours will be paid to the employee at their regular hourly rate. An employee's earned compensatory time record will be maintained by the building principal or designee.

d. Modify Section 11.11 as follows:

11.11 Longevity – For FY21 and FY22, in the 6th year of continuous employment since the date of hire by the school district, an employee shall receive an annual longevity payment of three hundred and fifty dollars (\$350). In the 11th year of continuous employment since the date of hire by the school district, an employee shall receive an annual longevity payment of 4.0% of his/her base annual salary in lieu of the aforementioned \$350.

For FY23, beginning in the 6th year of continuous employment since the date of hire by the school district, an employee shall receive an annual longevity payment according to the following schedule:

For 10-month employees:

- *In the 6th year of continuous employment: \$475 per year*
- *In the 11th year of continuous employment: \$1400 per year*
- *In the 16th year of continuous employment: \$1550 per year*
- *In the 21st year of continuous employment: \$1750 per year*

For 12-month employees:

- *In the 6th year of continuous employment: \$475 per year*
- *In the 11th year of continuous employment: 4.5% of salary*

Longevity payments will be made once a year, by payroll, in June. To qualify for the additional payments under this section, the employee must have completed the required years of service before June 30th. (Still under discussion)

e. Modify Section 11.13 as follows:

11.13 ASSOCIATION employees who have been designated as Identified Substitutes will be paid an additional \$1.00 per hour over and above the rate designated in Appendix A. Beginning in FY22, Elementary employees who have been designated as Identified Substitutes will work an additional 2.5 hours per week. The designation of an ASSOCIATION employee as an Identified Substitute may be made by the Superintendent at the time of hire or during the course of the school year for the remainder of a school year. In the event an ASSOCIATION employee who has not been designated as an Identified Substitute is assigned to substitute for a teacher for more than one hour in any school day, said employee will receive, as additional compensation, \$85 per day (or a prorated amount if more than one hour but less than a full school day). (Still under discussion)

- f. Delete Section 11.15 in its entirety

~~11.15 A committee, made up of three Association representatives and three Committee representatives, will be established to explore the feasibility of a salary scale with standardized step increases as close to no cost as possible. The results may then be presented to the Committee to be considered for development into the FY19 budget.~~

10. ARTICLE XII – ANNUAL LEAVE

Modify Sections 12.1, 12.2, and 12.3 as follows, and delete Section 12.8 in its entirety:

12.1 – All school-year employees (10-month) shall be granted up to three (3) school days of leave without loss of pay for time necessarily and actually lost for personal and/or business which cannot reasonably be accomplished outside the workday. Notification for such leave shall be made to the employee's immediate supervisor as far as possible in advance of the date of such leave, but in no event less than forty-eight (48) hours in advance of such date except in the case of an emergency. Any employee who needs a personal day need not indicate the reason s/he needs the day. No personal leave may be taken the day before or after a holiday or a vacation period except in unusual circumstances and only with the approval of the employee's immediate supervisor and the Superintendent/designee. The work year for ten-month employees shall end upon the completion of 185 workdays. These employees may be released sooner, subject to the approval of the Principal, provided the work normally associated with the closing of school has been completed.

12.2 – All full-time employees (12-month) will be entitled to take annual leave with pay in accordance with the following schedule:

(a) twenty working days for the first five years of employment, with the exception that employees in their first year of employment earn 1.6 annual leave days per month during the first six months of employment, and then earn the remaining 10 days at the beginning of their seventh month;

(b) on the fifth anniversary of employment, twenty-five working days.

A 10-month employee who is subsequently appointed to a full-time (12-month) position will be given credit for all prior service for purposes of determining entitlement to annual leave at the rate of one 10-month school year equaling one year of service.

~~*12.8 In the event that a ten-month employee is unable to use the annual leave days to which he/she is entitled, he/she, upon notification by June 1 to the Principal and approval by the Superintendent or designee, will be paid for said days at the regular rate of compensation in the final paycheck of the school year. Ten-month employees are encouraged to use all annual leave days before the last day of the school year.*~~

11. ARTICLE XIII – HOLIDAY LEAVE

Rename "Columbus Day" to "Indigenous People's Day" in Section 13.1

12. ARTICLE XIV – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Modify Section 14.3 as follows, and delete Section 14.6 in its entirety:

14.3 Reimbursement Fund--The amount of reimbursement for tuition and conferences, workshops, etc., will be \$19,000 each year for the three years of this Agreement (2020-2023), paid out in accordance with the rules and procedures set out in Appendix D.

~~*14.6 Targeted Professional Development Subcommittee--The parties agree to establish a joint study committee to review the current course reimbursement option and research and review alternatives that may benefit both employees and the District. Any recommendations of the joint committee may be raised by either party in negotiations for the successor agreement or may be implemented by mutual agreement of the parties during the term of the current collective bargaining agreement.*~~

13. ARTICLE XVI – DURATION

Add the following language to the end of the first paragraph:

If this Agreement expires prior to a successor Agreement being ratified and signed by the Association and the Committee, the terms of the Agreement will remain in effect, and will not be changed, except as permitted by law.

14. APPENDIX A – HOURLY RATES OF PAY BY CATEGORY

The rates of pay in Appendix A – Hourly Rates of Pay by Category, shall be increased in accordance with the following schedule:

Effective July 1, 2020: 2% (added to base)

Effective July 1, 2021: 2% (added to base)

Effective July 1, 2022: 2.5% (added to base)

WHEREFORE, intending to be bound, the parties have executed this agreement this 21st day of February, 2021.

For the Wayland School Committee

For the Wayland Education Secretaries'
Association:

Jeanne Downs, Chair
Jeanne Downs

Aiden Webb
