

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

August 24, 2023

The Negotiating Team of the Wayland School Committee (“the School Committee”), acting subject to the ratification of this Memorandum of Agreement (“the Agreement”) by the full School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the Wayland Educational Secretaries’ Association (“the Association”), acting subject to the ratification of this Agreement by the full membership of the Association to whom the Negotiating Team agrees to recommend acceptance, 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, 2023 to June 30, 2026.

1. All terms and provisions of the predecessor Collective Bargaining Agreement which was effective from July 1, 2020 through June 30, 2023 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 non-economic 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 I – RECOGNITION AND DEFINITIONS**

Add the following language Section 1.3(b) and (c):

Effective July 1, 2025, the minimum work week for full-time Elementary Teacher Assistants shall be increased to 30.08 hours.

Note (not for inclusion in the Agreement): The Committee and the Association share a mutual desire to increase the hours of work for full-time Elementary Teacher Assistants as soon as possible. As a result of present budgetary restrictions, however, the Parties have agreed to delay the implementation of this change until July 1, 2025.

Consistent with the mutual desire expressed above, the Committee and the Superintendent commit to consideration of implementing the increased hours for July 1,

2024, in the event there are sufficient resources in the Fiscal Year 2025 budget. Similarly, the Association agrees that, in the event that budgetary restrictions result in the need to reduce staff positions for Fiscal Year 2026, the parties will reopen this agreement for the sole purpose of further bargaining over the increase to Elementary Teacher Assistant Hours.

4. ARTICLE IV – GRIEVANCE PROCEDURE

- a. Modify the first sentence in Section 4.2(a) as follows:

The ~~grievant~~ Association shall submit the grievance in writing to ~~his/her~~ the member's Principal within fourteen (14) calendar days after the occurrence of the event or condition which gives rise to the grievance.

- b. Modify the first sentence in Section 4.2(b) as follows:

The ~~grievant's member's~~ Principal to whom the grievance is submitted ~~will~~ shall have fourteen (14) calendar days to meet with the ~~grievant member (who may have an Association representative accompany him/her to the meeting)~~ in an effort to resolve the grievance and to render a decision in writing.

- c. Modify Section 4.3(a) as follows:

~~If the grievant is not satisfied with the disposition of his/her grievance~~If the grievance is not settled at Level One, ~~h/she~~ the Association 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 finding of facts as to the grievance.

- d. Modify the first sentence in Section 4.4 as follows:

If the grievance is not settled at Level Two, it may be advanced by the ~~grievant~~ Association 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.

- e. Modify the first sentence in Section 4.5 as follows:

If the grievance is not settled at Level Three, ~~it may be submitted~~ the Association may, within fourteen (14) calendar days after the disposition at Level Three, submit the grievance to arbitration in accordance with the voluntary arbitration rules of the American Arbitration Association.

5. **ARTICLE VIII – SICK LEAVE**

Modify Section 8.5 as follows:

An employee with a minimum of ten (10) years² *of* 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~~ \$50.00, but not to exceed \$4,000. However, the maximum amount receivable by an employee pursuant to this article shall not exceed \$5,000.

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.~~ In the event the notification exception is being exercised by an employee, the required notice of retirement shall be given 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) years² *of* 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 ~~\$4,000~~ \$5,000 and continue to have unused accumulated sick leave days may donate ~~up to fifteen (15) of these~~ the remainder of the employee's unused sick days to the Sick Leave Bank.

6. **ARTICLE IX – MISCELLANEOUS LEAVE, and ARTICLE XII – ANNUAL LEAVE**

Delete Section 12.8, and insert the following language as Section 9.4, and renumber the remaining sections of Article IX.

Religious Holidays—Every employee shall be granted up to two (2) school days of leave without loss of pay for the observance of a religious holiday when such holiday falls on a day on which the employee is required to report to work. The employee shall notify his/her immediate supervisor as far in advance of such holiday as possible, but in no event less than forty-eight (48) hours prior to such holiday.

7. **APPENDIX A – HOURLY RATES OF PAY BY CATEGORY**

a. Fiscal Year 2024

- Effective July 1, 2023:

- 1.5% increase as a market adjustment for all hourly rates for Categories 4 & 5 only.
- 2.5% increase to all hourly rates (for Categories 4 & 5, the 1.5% market adjustment shall be applied prior to the 2.5% general increase).
- Addition of two steps (9 & 10) to Category 1. The rate for the new Step 9 shall be 3% above the rate for Step 8, and the rate for the new Step 10 shall be 3% above the rate for the new Step 9.
- Addition of new Category 6 – Tutors. This category will be reserved for ABA Tutors, who will be required to complete Safety Care training and ABA job training up to an average of 4 hours per month. The hourly rates effective July 1, 2023 for Category 6 shall be as follows:

Step 1: n/a
 Step 2: n/a
 Step 3: \$23.95
 Step 4: \$25.99
 Step 5: \$28.12
 Step 6: \$28.61
 Step 7: \$29.47
 Step 8: \$30.35

- Effective as of the 94th school day: 1.5% increase to all hourly rates

******The salary increases set forth above for Fiscal Year 2024 will not be implemented until after Wayland Town Meeting approves a transfer of funds from the Salary Reserve Account to the School Department budget to cover the cost of the increases. The School Committee agrees to request such approval by Wayland Town Meeting, at the earliest time Wayland Town Meeting convenes during Fiscal Year 2024. Once said transfer is approved, the salary increases will be implemented retroactive to July 1, 2023.******

b. Fiscal Year 2025

- Effective July 1, 2024: 3% increase to all hourly rates

c. Fiscal Year 2026

- Effective July 1, 2025: 2.75% increase to all hourly rates

WHEREFORE, intending to be bound, the parties have executed this agreement this _____ day of August, 2023.

For the Wayland School Committee:

Elin Gibbens
Chair of School Committee

For the Wayland Educational
Secretaries' Association:

CTC
Carlton Conaway
WESA President

