

Memorandum of Agreement
between
The Needham School Committee
and
The Needham Education Association
Unit D Contract
Fiscal Years 2021 - 2023

This Memorandum of Agreement is entered into, by and between the School Committee of the Needham Public Schools ("Committee") and the Needham Education Association Unit D ("Association").

Whereas, the Association and the Committee are parties to a collective bargaining agreement for the period July 1, 2017 to June 30, 2020; and,

Whereas, both parties have met in good faith to negotiate a successor collective bargaining agreement for the period of July 1, 2020 to June 30, 2023.

Now, therefore, in consideration of the mutual covenants, the parties agree as follows:

1. Article 3: Management Rights and Non-Discrimination Policy:

Insert language on non-discrimination policy at the end of the article.

“The Needham Public Schools does not discriminate against students, parents, employees or the general public on the basis of race, color, sex, homeless status, gender identity, religion, national origin, sexual orientation, disability or age. In addition to the protected classes identified and in regard to employment practices, the Needham Public Schools also does not discriminate based on genetic information, ancestry or status as a veteran.”

2. Article 7, Section 10:

Change from:

~~By June 30, 2019 a study committee of three NEA members and three administrators will convene to evaluate the efficacy of the Unit evaluation rating scale and forms.~~

Change to:

By June 30, 2021, a committee of three (3) NEA members and three (3) administrators will convene to revise and update the evaluation tool for Unit D. Once completed, the tool will be used for FY22 and FY23. No later than January 30, 2023, the School Committee and NEA team will meet to review the committee’s work and determine the new tool’s efficacy for ratification in the following contract.

3. Article 8, Section 1:

Bereavement Leave

With the approval of the Superintendent of Schools, an employee will be allowed up to five (5) workdays without loss of pay in each case of death in the immediate family. The term “immediate family” includes the employee’s spouse, **domestic partner**, child, father, mother, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, or other person for whom the employee has primary responsibility for funeral arrangements.

The bereavement days must be taken within 60 calendar days of the death and if not taken consecutively, the days may only be taken in two (2) groups (*i.e.*, either 2 days and 3 days or 4 days and 1 day).

The Superintendent may grant additional leave at his/her sole discretion upon request in those circumstances which he/she deems appropriate.

An absence of two (2) days may be granted in such cases with respect to the death of the grandparents or sibling of his/her spouse, **domestic partner** or a permanent member of the employee’s household. The Superintendent may grant time off at his/her sole discretion with pay for an employee to attend services with respect to the death of any other family member.

These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed, to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death, and shall not be charged against sick leave.

4. Article 8, Section 5:

PARENTAL LEAVE

Parental Leave in the Needham Public Schools supports all families. Any member may apply for parental leave of absence for the purpose of giving birth to and/or receiving a child. This applies to members receiving a child through adoption, surrogacy, fostering with the intent to adopt or court-ordered placement.

Statutory Leave. The School Committee shall grant a leave of absence for up to twelve (12) weeks in accordance with the provisions of General Laws Chapter 149, Section 105D and the Family Medical Leave Act (FMLA). It is expected that the member will give at least two (2) weeks written notice prior to the member’s anticipated date of departure.

Leaves under this article shall be granted in accordance with the applications of the FMLA. In the event of a dispute regarding the application of the FMLA, there will be no entitlement to arbitration if the matter is also pursued in another forum.

Notice of Pregnancy. The Superintendent of Schools will be notified in writing by the member no later than the beginning of the fourth month of pregnancy. Such notice will contain the approximate date on which the member intends to commence leave under this Article.

Notice of Child Placement. The Superintendent of Schools will be notified in writing by the adoptive or foster parent (member) requesting the leave as soon as practically possible, but at least thirty (30) days before the placement of the child.

Members shall have access to their sick accrual for up to ten (10) days in a contract year to be designated as Parental Leave Days upon the arrival of a new child for which the member has an established and documented legal responsibility. These 10 days shall run concurrently with FMLA.

All leave taken under Section 1 and Section 3 of this article will be taken within one (1) year of the birth, adoption or placement of a child. If not taken consecutively, the days may only be taken in two (2) parts.

———**Extended Leave.** In the event that any member who has completed three (3) full years of satisfactory service in Needham desires a leave without pay longer than the twelve (12) weeks provided by statute, said member will make every effort to commence such extended leave at a time corresponding with the beginning of a semester or a vacation period or marking period. Such leave will expire on ~~September 1~~ July 1 following the birth/arrival of a child. The date of anticipated return will be established with the Superintendent at the time the leave commences.

If medical problems develop beyond the control of the member, the date of anticipated return will, if requested by the member, be extended (subject to the limitations set forth above) to the applicable ~~September 1~~ July 1 at which the member is medically capable of resuming their regular duties. The member of the unit must notify the Superintendent in writing by January 15 in the calendar year in which the leave expires of the member's intention to return in July or the member's intention to resign from the school system. Failure to comply with this requirement will be considered a resignation.

———At the time of return, a doctor's certificate of good health must be presented upon request.

Termination of Parental Leave. In the event that a member desires to terminate Parental Leave, the member may make a written application for reinstatement prior to the

previously-established date for the termination of the leave. Such application shall be accompanied by a physician's statement of good health. Such reinstatement will be granted by the School Committee in the case that an acceptable vacancy exists.

Salary Advancement. A member returning from an extended leave under the provisions of this Article will be placed on the next step of the salary schedule if actively employed by the Needham Public Schools for more than ninety-one (91) school days in the school year in which the leave commenced. The member will be assigned to a position where a vacancy occurs for which the member is qualified.

5. Article 9:

Update language:

Sick leave is granted when an employee is incapacitated from performance of duties due to sickness or injury. Also, sick leave with pay may be granted in the case of a serious illness of a member of an individual's immediate family (spouse, **domestic partner**, child, parent) which requires the attention of the employee, not to exceed **ten (10)** days of sick leave per year allocation, unless otherwise approved by the Superintendent of Schools.

6. Article 10, Section 6:

Update the years of third sick bank member as follows:

- 2020 - 2021: NEA chooses 3rd member.
- 2021 - 2022: School Committee chooses 3rd member.
- 2022 - 2023: NEA chooses 3rd member.

7. Article 12, Section 4:

Change the word "after" in the first paragraph to "**at**" on the last line so it reads:

"During the first two (2) full years of employment, office employees on a ten-month or eleven-month basis are entitled to ten (10) or eleven (11) days of vacation. If such an employee enters the school system after the school year commences, he/she will be entitled to one (1) day of vacation for each month worked, not to exceed the 10 or 11 days as provided for in the previous paragraph. **At** the third year of employment and thereafter, office staff members in these two categories are entitled to fifteen (15) days of vacation, prorated for 10 or 11 months, as the case may be.

8. Article 14, Section 1:

Change from:

~~"The HMO plans available to employees on July 1, 2011 are the so-called Rate Saver Plans provided through West Suburban Health Group and are in effect as of July 1, 2011."~~

Change to:

The HMO plans available to employees effective July 1, 2018 include the so-called Benchmark Plans and Qualified High Deductible Health Plans provided through West Suburban Health Group.

9. Article 15, Section 5:

Change notice time from the administration regarding a reduction in force to **30 days**.

10. Article 16 “No-School” Day Policy, Section 1:

When a snow day is declared, Unit D **10-month and 11-month employees** are not required to work.

On days when the Superintendent cancels school for students and teachers due to inclement weather conditions, 12-month personnel assigned to school offices and the Administration Building shall report to work.

Beginning July 1, 2021, on a declared snow day, a 12-month employee may be granted permission by his/her supervisor to work from home. If a twelve-month employee is unable to report to work due to inclement weather **and does not have permission to work from home**, he/she **shall** notify the immediate supervisor. He/she may take the day as a vacation day, personal day, or unpaid day.

If notified by the Superintendent that all buildings are closed and **that all** employees are directed not to report to work, twelve-month employees will be paid for the day.

In cases in which the Governor has declared a State of Emergency that includes the Needham area, 12-month employees are not required to work, but will be paid.

11. Article 17, Sections 2 through 5:

Clarify that “T/E” is an abbreviation for “ten and eleven-month employees by amending the language and replacing all instances of “T/E” with “Ten-month and Eleven-month employees.”

12. Article 18, Section 1:

Change from:

~~“Notice of permanent vacancies will be posted by the principal in each school building during the school year and will be posted on email in “Human Resources/Payroll” for at least ten (10) working days. Notice of job vacancies will be sent to the Association President.”~~

Change to:

“Notice of permanent vacancies will be posted on the career page of the Needham Public Schools website for at least ten (10) working days. Notice of job vacancies will be sent to the Association President.”

13. Article 19, Section 5

Strike the last paragraph discussing the one-time \$1,000 payment for 11 month employees changing to 12 months. This has already taken place.

14. Article 22, Section 1:

The salaries for all categories and steps will be increased by 1.0 % on July 1, 2020, 1.5% July 1, 2021, 1.75% July 1, 2022. - SALARY SCALES ARE ATTACHED.

Adjust FY 20 Rates for AR 3, 4 and 5 as shown in schedule 1.

Delete:

~~“Effective July 1, 2017, reclassification of the Office Aide position at Needham High School, from AR1 to School Secretary, AR2.”~~

15. Agree to update language for clarity and punctuation as mutually agreed upon.

16. The following may be opened for negotiation at no economic impact during any year of the contract term by mutual agreement of the NEA and School Committee:

1. Review Job Descriptions - responsibilities in many Unit D positions have evolved since the last review. Unit D is interested in reviewing and updating job descriptions to include current responsibilities, reporting relationships and new positions.
2. Article 18 Section 9 - Review reclassification language in the contract regarding the role and scope of the committee, reclassification process and criteria.
3. Review of titles including (but not limited to); consider replacing current secretary titles with Secretary I-III to reflect progressive levels of responsibility and changing Tech. titles.
4. Professional Development - the current objectives of having a set of mandatory and elective courses as well as six hours per year of PD.

Wherefore, the parties, by their duly authorized representatives, have caused this Memorandum of Agreement to be executed this XX day of XXXX 2020.

Needham School Committee

Needham Education Association

Andrea Longo Carter, Chair

Michael Hirsh, VP of
Negotiations

Connie Barr, Vice-Chair

Kerri Cence

Michael Greis

Lori Donovan

Aaron Pressman

Judith Jacobs

Dana Langley

Jean McDavitt

Julie Pickard

Larry Shea

**UNIT D
SALARY SCHEDULE JULY 2020-21 (1.0%)**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
School Aide	AR1	17.8200	18.4200	19.0800	19.7500	20.4400	21.1500	21.8800	22.4200	22.9900	23.5500
School Secretary, Production Specialist, Program Assistant, School Library Support Assistant	AR2	21.9000	22.6600	23.4500	24.2800	25.1200	26.0100	26.9100	27.5800	28.2600	28.9700
Secretary/ Registrar, School Bookkeeper, District Receptionist/Secretary	AR3	22.9100	23.6700	24.4600	25.2900	26.1300	27.0200	27.9200	28.5900	29.2700	29.9800
Administrative Assistant I, Senior School Bookkeeper	AR4	23.9200	24.6800	25.4700	26.3000	27.1400	28.0300	28.9300	29.6000	30.2800	30.9900
School Lead Secretary, Payroll Coordinator, AP/AR Clerk	AR5	24.9300	25.6900	26.5400	27.4700	28.4400	29.4400	30.4800	31.5300	32.6400	32.9600
Category IV Comp Technician (260 Days) Category IV AV Technician (260 Days)	AR6	27.3700	28.8300	30.3200	31.9300	33.6100	34.7900	35.1400			

**UNIT D
SALARY SCHEDULE JULY 2021-22 (1.5%)**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
School Aide	AR1	18.0900	18.7000	19.3700	20.0500	20.7500	21.4700	22.2100	22.7600	23.3300	23.9000
School Secretary, Production Specialist, Program Assistant, School Library Support Assistant	AR2	22.2300	23.0000	23.8000	24.6400	25.5000	26.4000	27.3100	27.9900	28.6800	29.4000
Secretary/ Registrar, School Bookkeeper, District Receptionist/Secretary	AR3	23.2500	24.0300	24.8300	25.6700	26.5200	27.4300	28.3400	29.0200	29.7100	30.4300
Administrative Assistant I, Senior School Bookkeeper	AR4	24.2800	25.0500	25.8500	26.6900	27.5500	28.4500	29.3600	30.0400	30.7300	31.4500
School Lead Secretary, Payroll Coordinator, AP/AR Clerk	AR5	25.3000	26.0800	26.9400	27.8800	28.8700	29.8800	30.9400	32.0000	33.1300	33.4500
Category IV Comp Technician (260 Days) Category IV AV Technician (260 Days)	AR6	27.7800	29.2600	30.7700	32.4100	34.1100	35.3100	35.6700			

**UNIT D
SALARY SCHEDULE JULY 2022-23 (1.75%)**

Classification	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
School Aide	AR1	18.4100	19.0300	19.7100	20.4000	21.1100	21.8500	22.6000	23.1600	23.7400	24.3200
School Secretary, Production Specialist, Program Assistant, School Library Support Assistant	AR2	22.6200	23.4000	24.2200	25.0700	25.9500	26.8600	27.7900	28.4800	29.1800	29.9100
Secretary/ Registrar, School Bookkeeper, District Receptionist/Secretary	AR3	23.6600	24.4500	25.2600	26.1200	26.9800	27.9100	28.8400	29.5300	30.2300	30.9600
Administrative Assistant I, Senior School Bookkeeper	AR4	24.7000	25.4900	26.3000	27.1600	28.0300	28.9500	29.8700	30.5700	31.2700	32.0000
School Lead Secretary, Payroll Coordinator, AP/AR Clerk	AR5	25.7400	26.5400	27.4100	28.3700	29.3800	30.4000	31.4800	32.5600	33.7100	34.0400
Category IV Comp Technician (260 Days) Category IV AV Technician (260 Days)	AR6	28.2700	29.7700	31.3100	32.9800	34.7100	35.9300	36.2900			