

Memorandum of Agreement
Between the Marblehead School Committee
And
The Marblehead Custodians' Unit

December 4, 2024

The Marblehead School Committee ("Committee") and the Marblehead Public Schools Custodian's Association ("Union") agree that provisions in their 2024-2025 collective bargaining agreement shall be amended as follows for a successor collective bargaining agreement:

1. Article 23: Duration (p. 26)
Amend Article 23 as follows:
 - A. Replace "July 1, 2024" with "July 1, 2025" and replace "June 30, 2025 with "June 30, 2028" in the first sentence.
 - B. Replace "no earlier than January 15, 2024" with "no earlier than January 15, 2028" in the second sentence.
2. Sick Leave
 - A. Relabel the current Article 6 as "Article 6A": Sick Leave
 - B. Article 6A: Sick Leave
Effective July 1st after ratification of this Agreement, amend the first paragraph in Article 6A as follows (deleted language struck; new language underlined and **bold**):
All full-time employees shall be entitled to ~~fifteen (15)~~ **eighteen (18)** working days per year sick leave with pay. Unused sick leave may be accumulated to an amount not in excess of one hundred eighty (180) working days. The maximum amount of unused sick leave days against which the applicable percentage applies under Article 12, Section 5, shall be as follows: ~~170~~ **180** days.
 - C. Combined Sick Leave Bank
 - A. Delete the last paragraph in Article 6A.
 - B. Add the following new Article 6B - Combined Sick Leave Bank:

ARTICLE 6B

COMBINED SICK LEAVE BANK

Effective with the start of the school year following ratification of this Agreement, there shall be established a Sick Leave Bank for employees covered by the Marblehead Education Association Tutors Unit, Paraprofessional 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 work year following ratification of this agreement, all employees in positions represented by the MEA in the Tutor Unit, Paraprofessional 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 4. a) 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.

3. Article 12, Section 5 – Sick Leave Retirement Pay

Amend the last sentence in Section 5 as follows (new language underlined; deleted language struck):

Effective with retirements that occur after the date of ratification of this Agreement, the
~~The~~ maximum amount of sick leave days to which the applicable percentage shall apply will be ~~170~~ 180 days.

4. Article 12

A. Effective July 1, 2025, increase all steps in each Group by 2%.

B. Effective July 1, 2026, increase steps in each Group by 2.5%.

C. Effective July 1, 2027, increase steps in each Group by 2.5%.

5. Article 12, Section 7 – Uniform Allowance

Effective July 1st following ratification of this Agreement, revise the first sentence in paragraph G in Article 12, Section 7 as follows (deleted language struck; new language underlined):

Employees shall receive a shoe/boot/outerwear allowance of ~~\$100~~ two hundred dollars (\$200.00) per contract year. Effective July 1, 2027, the shoe/boot/outerwear allowance shall be five hundred dollars (\$500).

6. Article 3, Section 1 - Hours of Work (Night Differential)

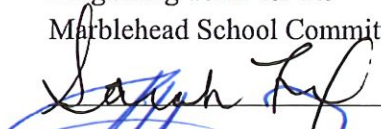


Increase the night differential in the table as follows:

Effective Date	Night Shift Differential for Employees Regularly Scheduled to the 2 nd Shift
July 1, 2025	\$1.50 per hour
July 1, 2026	\$2.00 per hour

This Memorandum of Agreement is subject to ratification by the MEA Custodians' Unit and approval of the Marblehead School Committee and ratification by the MEA Custodians' Unit and approval by the Marblehead School Committee of the Memorandum of Agreement covering the period of July 1, 2024 –

June 30, 2025. Subject to the prior sentence, this Agreement is agreed to by the bargaining teams for the Custodians' Unit and the School Committee on this ____ day of December 2024.

Bargaining Team for the
Marblehead School Committee

Bargaining Team for the
Custodians' Unit