AGREEMENT

Between

MARSHFIELD SCHOOL COMMITTEE
SPECIAL NEEDS VAN DRIVERS

&

SPECIAL NEEDS BUS ATTENDANTS
MARSHFIELD, MASSACHUSETTS

And

UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 328

July 1, 2012 - June 30, 2015

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AGREEMENT

This Agreement entered into this first day of July, 2012, between the Marshfield School Committee, Marshfield, Massachusetts, its successors or assigns, hereinafter referred to as the "Committee", and Local 328, United Food and Commercial Workers Union, and their successors and assigns, hereinafter referred to as the "Union".

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest quality possible for the children of Marshfield and that good morale within the employees of the Marshfield School system is essential to the achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

a. Under the laws of Massachusetts, the Committee elected by the citizens of Marshfield, has final responsibility for establishing the educational policies of the public schools of Marshfield;

b. The Superintendent of Schools of Marshfield (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;

c. The Special Needs Van Drivers and Special Needs Bus Attendants of the public schools of Marshfield have responsibility for assisting the professional staff in providing education of the highest possible quality to the children of Marshfield;

d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information among the Superintendent, the Committee, and the "Union" in the formulation and application of policies relating to wages, hours, and other conditions of employment for the staff; and so;

e. To give effect to these declarations, the following principles and procedures are hereby adopted:

ARTICLE 1
RECOGNITION

For purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising there under, the Committee recognizes the Union as the exclusive bargaining agent and representative of the following noted personnel of the Marshfield School System:

All full-time and regular part-time Special Needs Van Drivers and Special Needs Bus Attendants employed by the Marshfield School Committee, but excluding all supervisors, clerical, managerial, confidential, and casual employees, and all other employees of the Marshfield School Committee. These employees are those certified by the

Massachusetts Labor Relations Commission on December 29, 2000, Case Number MCR-4839.

ARTICLE 2
SUBCONTRACTING/SUCCESSORSHIP

The Union recognizes that it is necessary for the Committee to continue to sub-contract bargaining unit work in order to efficiently and effectively deliver services to children with special needs in accordance with individual education plans, as well as but not limited to, compliance with state and federal laws and regulations pertaining to such students. Accordingly, it is understood that the degree and extent of such subcontracting may fluctuate from time to time depending on the needs of the students concerned and the efficient delivery of services. The Committee recognizes the Union's concern that sub-contracting not be used in a manner which is destructive of the bargaining unit or to cause the layoff(s) of bargaining unit personnel for reasons solely related to the labor costs associated with such personnel. In light of the above, it is agreed that any sub-contracting by the Committee shall be reasonable and done in good faith by the Committee consistent with the principles and concerns outline above. With a Union Representative, a meeting will be held with the Transportation Coordinator to assign work to maximize the weekly hours for those drivers and attendants available. This shall include regular and summer work.

In the event the Committee decides to no longer continue to provide transportation services to special needs students through the use of its' own employees but rather through the use of those of another employer, the Committee agrees to provide the Union notice of the same and the parties agree to meet to negotiate any issues pertaining to these topics. Nothing contained in this Article shall prevent the Committee from effectuating any layoffs of personnel for bona fide economic or other legitimate reasons not related to the subcontracting of bargaining unit work solely due to labor costs.

ARTICLE 3
MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished or modified by the provisions of this Agreement, the Marshfield School Committee retains and reserves all statutory and customary rights, powers, functions, and authority of an employer to manage and direct its working forces including the right to make and modify reasonable rules to assure orderly and effective work, the right to select, hire, evaluate job performance, transfer, assign, promote and retain employees, the right to determine the necessity of filling a vacancy, the right to discipline or discharge employees, and to relieve or layoff employees from duties in whole or in part because of lack of work, consolidations of positions or for the other legitimate reasons, to maintain the efficiency of its operations, to determine the organization, methods, means, technology, equipment and personnel by which such operations are to be conducted, to subcontract bargaining

unit work, in whole or in part, and to take whatever actions may be necessary to carry out the work of the Committee for the pubic benefit.

The exercise of rights pursuant to this Article shall not be subject to the arbitration provisions of this Agreement unless exercised so as to violate a specific and express provision or provisions of the Agreement. The terms "Committee" or "the School Department" as hereafter used in this Agreement refer to the Marshfield School Committee and shall include the Committee, the School Department, the Superintendent or their designees, and, in any particular instance, shall mean the Committee, unless Chapter Seventy-One of the Massachusetts General Laws confers authority for the matter on the Superintendent, in which case it shall mean the Superintendent, as the case may be.

ARTICLE 4
UNION SECURITY

Section 1
The Committee agrees to deduct union dues from the payroll of all employees who authorize the same in writing.

Section 2
When new employees are to be hired for the bargaining unit, the Union shall have equal opportunity with all other sources to refer and recommend applicants for employment. Persons referred by the Union shall be given equal opportunity for employment with all other applicants. The Employer reserves the right to select the applicant to be hired, but there shall be no discrimination against any applicant by reason of membership in the Union.

ARTICLE 5
PAYROLL DEDUCTIONS AND AGENCY FEE/UNION DUES

The Committee hereby accepts the provisions of Section 17C of Chapter 180 and Chapter 149, Section 178B of the General Laws of Massachusetts, and in accordance therewith, shall certify to the Treasurer of the Town of Marshfield all payroll deductions for payment of employee union dues authorized by employees covered by this Agreement.

For any employee covered by this Agreement who is not a member in good standing of the Union, it shall be a condition of employment during the life of this Agreement that on or after the thirtieth day following the beginning of such employee's employment or the effective date of this Agreement, whichever is later, he/she shall pay an Agency Service Fee to the Union which shall be an amount equal to the amount required to become and remain a member in good standing of the Union subject to the provisions contained in Chapter 150E, Section 12 of the General Laws of the Commonwealth of Massachusetts,

including any provisions regarding the payment of rebates, and all applicable rules and regulations of the Massachusetts Labor Relations Commission, as said Section 12, and any such rules and regulations from time to time may be amended. Any such Agency Service Fee may be deducted from the salary of any such employee who signs an authorization form permitting such deductions and shall be transmitted to the Union together with the regular dues transmitted pursuant to the first paragraph above. Further the employer shall forward to the Union a copy of the completed Checkoff Authorization Form for each newly hired employee at the end of the month in which the new hire begins work.

A. If, at the end of the aforementioned thirty (30) days, any employee has not paid the Agency Service Fee, the Union shall so notify the employee of his/her rights under the rules and regulations of the Massachusetts Labor Relations Commission and will request the Superintendent to take appropriate action.

B. If the Agency Service Fee has not been paid by any employee within six months of the original notification of non-payment by the Union as provided in paragraph (a), or such longer period as may be required or allowed by applicable laws or regulations, the Union will write to the Superintendent to initiate termination proceedings against the employee or employees.

C. The Superintendent agrees to initiate termination proceedings against any employee who has failed to pay the Agency Service Fee as required by the Agreement within fourteen (14) days following the demand for termination as provided for in paragraph (b) unless the employee has exercised rights as provided in Section 17.06 (1-3) of the Massachusetts Labor Relations Commission's Rules and Regulations or by other applicable law or constitutional provision has challenged the validity or amount of the Agency Service Fee.

D. No employee who has exercised his/her rights to challenge the validity or amount of said Agency Service Fee shall be terminated during the pendency of any charges regarding the same filed at the Massachusetts Labor Relations Commission or during the pendency of suit(s) regarding the same in federal and state courts.

E. The Superintendent or his/her designee shall certify to the Treasurer of the Town of Marshfield all payroll deductions for the payment of dues and/or Agency Service Fees to the Union that have been duly authorized by the employees covered by this Agreement. The Union shall annually certify the amount of union dues and Agency Service Fees to the committee.

F. The Committee's obligation to make such deductions concerning an employee shall terminate automatically upon notice of the employee's challenge to the validity or amount of an Agency Service Fee, termination of

the employee who submitted the authorization, or upon receipt of a timely and properly written notice revoking such authorization, except that deductions shall be resumed if any employee who has been laid off is recalled, and no period of revocation intervened during his/her layoff period.

G. The Union shall indemnify and save the Committee harmless against any claim, demand, suit, or any other form of liability that may arise out of, or by reason of, action taken or not taken by the Committee for the purpose of complying with this Article, or in compliance with any dues deduction authorization furnished to the Committee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the Agency Service Fee. In such litigation, the Committee may, but shall not be obligated to, defend the termination.

H. The employer agrees to deduct from the employee's pay, amounts due to the UFCW Active Ballot Club, provided that the employee has authorized the deduction on a written form.

ARTICLE 6
UNION BUSINESS

Section 1 – Visitation

Representatives of the Union may visit for the purpose of discussing grievances and other Union matters with employees. Such discussions shall take place at such time and places so that there will be no disruption of work. The Union shall give notice to the Superintendent or his designee of any visit.

Section 2 – Bulletin Board

The Employer agrees to provide a bulletin board for the Union Steward or the Union staff representatives to post official Union notices.

Section 3 – Shop Card

The Union shop card shall be displayed on the bulletin board provided for the Union notices. These shop cards shall at all times remain the property of the Union.

ARTICLE 7
UNION STEWARDS

Section 1

The Union shall have the right to designate up to two (2) Union Stewards.

Section 2

The Union shall supply the Employer with a list of the Union Stewards. The Union shall notify the Employer of all changes.

Section 3
The Union Steward shall be empowered to discuss the adjustment of grievances with the Employer as provided for in the grievance procedure. Further, the Union Steward will not conduct such discussions in any manner which disrupts or interferes with work.

Section 4
If an employee is requested to meet with his/her supervisor for the purpose of discipline, the employee may have a Union Representative present prior to the meeting's continuation; provided the Union Representative is available in a reasonable period of time.

Section 5
The Employer shall arrange one (1) day off with pay per year to allow one Steward to attend the Annual Shop Stewards' Conference. The Employer shall be notified in advance so that appropriate scheduling arrangements can be made.

ARTICLE 8
WORK DISTRIBUTION

When an employee is absent for any reason or any new/extra work becomes available, the Employer will attempt to distribute the remaining workload equitably among the remaining employees based upon considerations of seniority and availability. A meeting will be held by November 1st each year to rework runs if necessary.

ARTICLE 9
EVALUATION

Section 1
All monitoring or observation of the work performance of an employee shall be conducted openly. Within a reasonable length of time, employees will be given a copy of any evaluation report prepared by the supervisors and will have the right to discuss such report with their supervisors. Employees will have the right, upon written request, to review and respond to the contents of their personnel file.

Section 2
The Employer reserves the right to evaluate the job performance of employees at reasonable times. A copy of any evaluation report will be forwarded to the office of the Superintendent of Schools and placed in the employee's personnel file. If an employee disagrees with an evaluation, he/she may respond, in writing, within ten (10) school days. The evaluator will receive a copy of said response; the response will then be attached to the evaluation in the personnel file of the employee.

Section 3
No material derogatory to an employee's conduct, service, character, or personality will be placed in the employee's personnel file unless a copy of the material has been provided to the employee.

Section 4
An employee shall have the right to answer in writing any complaints filed in his/her personnel file, and said answer shall be attached to the complaint and reviewed by the Superintendent of Schools. The failure of the Administration to respond to the aforesaid employee's answer shall not indicate agreement with the employee's answer.

Section 5
The employer is responsible for the disciplining of employees for delinquency of performance or for other legitimate reasons. If an employee is to be disciplined, he/she shall have the right to have a Union or other representative present provide such a representative may be available within a reasonable period of time.

Section 6
The first 180 calendar days of employment shall be a probationary period and during said period any probationary employee may be dismissed without recourse to the grievance and arbitration procedures of this Agreement.

ARTICLE 10
PAY PROCEDURES AND DATA

Section 1 – Payday
Employees shall be paid no later than Friday of every other week and the pay shall cover all money owed for the preceding pay period.

Section 2 – Paycheck Data
Payroll checks shall include a stub which shall contain the following items: base hourly rate of pay, hours worked, date, gross wages, gross wages year to date, net pay and itemized deductions made there from consistent with the Town of Marshfield payroll system.

ARTICLE 11
INSPECTION OF EMPLOYEE RECORDS

Section 1
The Employer agrees that all records relevant to the processing of a grievance or related to bargaining unit employees shall be available to the designated Union Representative.

Section 2
After notifying management, the designated Union Representative may examine the time cards and/or work schedules of bargaining unit employees.

Section 3
Employees shall have the right to examine their own personnel files, by appointment.

ARTICLE 12
EMPLOYER POLICIES

Section 1
The Employer retains the right to promulgate and to enforce written rules and regulations, not to conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of the Employer operations and after advance notice thereof to the Union and the employees.

Section 2
It is recognized that the Union reserves the right in the initial grievance filed subsequent to the enforcement of any such rule or regulation to challenge its reasonableness.

Section 3
The Employer shall provide all employees with a handbook, if any, signed for upon receipt by the employee, containing all general work and safety rules.

ARTICLE 13
NO INDIVIDUAL AGREEMENTS

Section 1
The Employer agrees that it will not enter into any individual agreement with any employee covered by this Agreement which is contrary to the terms of this Agreement.

ARTICLE 14
NO STRIKE/NO LOCKOUT

It is agreed that during the term of this agreement, the Union, its officers or members shall not sanction or participate in any strike, slowdown or work stoppage. It is further agreed that during the term of this Agreement, there shall be no lockout of employees by the Employer.

ARTICLE 15
ORIENTATION

The Employer agrees that each new employee will participate in an organized orientation and training program prior to being assigned regular duties. This orientation and training program will include, but not be limited to, the following:

A. Introduction to all key personnel including the building principals;

B. Notification of new hires to the designated Union Stewards;

C. Familiarization with personnel policies;

D. Knowledge and execution of the pertinent job description.

ARTICLE 16
SENIORITY

Section 1 – Definition

A. "Bargaining Unit Seniority" is defined as the length of time an employee has been continuously employed in any capacity by the Committee from his/her initial date of employment (not hiring).

B. "Classification Seniority" is defined as the length of time an employee has worked continuously in a specific job classification.

Section 2 – Accrual

An employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the date of his/her last date of employment.

Section 3 – Loss of Seniority

An employee's seniority shall be lost when he:

A. Is discharged for just cause, quits, or voluntarily terminates;

B. Exceeds an authorized leave of absence, except for reasons beyond the control of the employee;

C. Is absent for three (3) consecutive workdays without notifying the School Department, unless failure to notify the Department is caused by reasons beyond the control of the employee;

D. Fails to return to work within five (5) consecutive days after the mailing of a recall notice, certified mail, to the last address furnished by the employee to the Employer, unless the employee notifies the Employer during this period of an illness or an accident preventing the employee from working, as evidenced by written certification of a physician.

Section 4 – Application

A. Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement;

B. Classification Seniority shall apply in layoffs and recalls.

C. Bargaining unit seniority shall apply in the scheduling of vacations.

ARTICLE 17
LAYOFF AND RECALL

Section 1 – Layoff

A. Layoffs of personnel shall be in the inverse order of seniority in a job classification within the full-time or the part-time list.

B. When the Employer determines that a layoff or reduction is necessary, the Employer and the Union shall meet to discuss the procedures and their application.

C. In the event that a layoff becomes necessary within a job classification, probationary employees within that job classification shall be laid off first without regard to their individual periods of employment. Non-probationary employees shall be next to being laid off on the basis of their seniority. Non-probationary employees who are so laid off shall have the right to displace employees with less seniority in the same classification. A displaced employee shall have the right to displace an employee with less seniority in the same job classification.

D. **Full-time Employees**
A full-time employee, who is identified on the layoff list as being subject to layoff, may exercise his seniority against a part-time less senior employee in the same classification.

E. **Substitute Employees**
A substitute employee, who is identified on the layoff list as being subject to layoff, may exercise his seniority against a part-time less senior substitute employee in the same classification.

F. The Employer shall give an employee at least two (2) weeks' written notice of layoff. During the two (2) week period, the Employer shall meet with the Union to discuss possible alternative proposals (1) to avoid the layoff and or (2) to mitigate the impact on the employee(s).

Section 2 – Recall

A. Whenever a vacancy occurs in a job classification covered by this Agreement, employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off.

B. Probationary employees who have been laid off have no recall privileges.

C. A substitute employee on layoff shall have recall rights to a full-time position only if he is willing to work the required full-time schedule of hours and no senior full-time laid off employee is available for recall.

D. A laid off employee shall be eligible for recall to the first available position within his/her job classification for a period of one (1) year from the date of

layoff.

E. Refusal to accept an offer of recall or failure to return to work within five (5) consecutive days after the mailing of a recall notice, certified mail, to the last address of record furnished by the employee to the School Department shall result in forfeiture of recall rights.

F. All rights to displace other employees or to recall from layoff are contingent upon an employee's possession of any and all licenses which may be required to perform the work concerned.

G. In the event two or more employees have the same initial date of employment, lots will be drawn to establish placement on the seniority list.

ARTICLE 18
VACANCIES

Whenever a vacancy occurs (including the establishment of a new position) in a bargaining unit position which shall be filled by School Department appointment, it will be publicized by the School Department by means of a notice distributed to the schools for a minimum of five (5) school days prior to the appointment being made. The Local Union shall be notified of all vacancies and all placements by mailing written notice of the same to the main office of Local 328 whose current address is: UFCW Local 328, AFL-CIO, 278 Silver Spring Street, Providence, Rhode Island 02904-2593. If a vacancy or new position occurs during the summer months, the School Department will notify the Union in writing. During the summer, employees may become informed of any vacancies by contacting the Union or the School Department. The qualifications for the position and its duties will be clearly set forth. The date and time of the end of the posting period shall be marked on the notice. Employees interested in the position shall apply in writing during the posting period and shall include with their application a summary of their qualifications. The Superintendent, or his/her designee, will review all applications, the summaries of qualifications, and other relevant factors. In filling such vacancies, serious consideration will be given to qualified employees already employed in the School Department. Where two or more employees apply for a vacancy, the School Department will review the seniority, abilities and qualifications of all such employees, and in the event such abilities and qualifications are substantially equal in the opinion of the School Department, the position shall be awarded to the most senior applicant. Nothing herein shall be construed to preclude the School Department from hiring a more qualified employee from outside the bargaining unit.

ARTICLE 19
INVALIDATION

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall

apply only to the specified Article, Section, or portion thereof, directly specified in the decision, provided, however, that upon such a decision the parties agree to meet to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 20
LEAVES OF ABSENCE

Section 1 – Family Medical Leave

The parties agree that the following procedures and understandings shall be applicable to leave requests pursuant to The Family and Medical Leave Act of 1993 (hereinafter "FMLA" or "the Act"):

A. Eligibility

1. FMLA leaves will be available to all bargaining unit employees who have worked for the Marshfield Public Schools for at least twelve (12) months and who have worked at least 1,250 hours during the twelve (12) month period immediately preceding the date of commencement of the leave requested.

2. Such leaves may be available:

   a. To care for a newly born son or daughter, a newly adopted or newly placed foster child; or

   b. To care for a son, daughter, spouse or a parent who has a serious health condition; or

   c. To deal with the employee's own serious health condition if the employee is unable to perform the functions of his or her position.

All definitions of applicable terms such as, but not limited to, "spouse", "son", "daughter", "parent", "serious health condition", "health care provider" as used in this Article shall be as such terms are defined in the Act itself. Nothing herein shall be construed to conflict with any applicable provisions of the FMLA.

3. Eligible employees shall be entitled to up to twelve (12) weeks of leave during the twelve (12) consecutive month period beginning with the commencement of the leave, subject always to compliance with all applicable conditions set forth below. Normally, days and/or weeks of such leave must be taken consecutively.

4. "In loco parentis" relationships must be expressly described by a statement in any FMLA leave request indicating that the applicant is responsible for the care of the person concerned "in place of a parent".

B. Notice Requirement

Eligible employees must provide at least thirty (30) days prior written notice of any request for such leave when the need for such leave is foreseeable such as for the

expected birth or placement of a child or planned medical treatment(s). Notice of such leave must be given as soon as practicable if such thirty (30) days prior notice is not possible due to the emergency nature of the leave.

C. Medical Certification(s) Required

1. Appropriate medical certification(s) supporting the need for such leave due to a serious health condition of the employee or a spouse, son, daughter or parent ("immediate family") must be provided from an appropriate health car provider as a condition of such leave.

2. The Administration may require reasonable and periodic reports and/or re-certifications of an employee's status or that of an immediate family member as a condition of the continuation of such leave, including the employee's intention to return to employment.
3. Fitness for duty certification(s) indicating an employee is able to return to work may be required after any FMLA leave, or any other leave(s), taken because of personal illness.

4. Any required medical certification must contain the following:
   (a) the date on which the serious health condition(s) commenced;

   (b) the probable duration of the condition(s);

   (c) the appropriate medical facts within the knowledge of the health care provider regarding the condition(s);

   (d) (i) a statement that the employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time needed to provide the care; or (ii) a statement that the employee is unable to perform the functions of his or her position;

   (e) for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates the treatment is expected and the duration of the treatment;

   (f) for intermittent leave or leave on a reduced leave schedule because of a serious health condition that makes the employee unable to perform the functions of his or her position, a statement of the medical necessity for, and the expected duration of, the intermittent leave or leave on a reduced leave schedule; and

   (g) for intermittent leave or leave on a reduced leave schedule in order to care for a spouse, son daughter, or parent with a serious health condition, a statement that the intermittent leave or leave on a reduced schedule is medically necessary for the care of the spouse, son, daughter, or parent, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

   (h) Forms made available by the United States Department of Labor may be utilized for any medical certification requirements.

5. The Administration may also require second or third medical opinions as defined in the Act at the school district's expense in the event the Administration has reason to question the validity of any certification or re-certification provided by the employee.

D. Leaves, Limitations, Instructional Employees

1. Intermittent or reduced leaves may not be taken after the birth of a child or for purposes of adoption.

2. Employees must make reasonable efforts to schedule planned medical treatment(s) so they do not unduly disrupt the operations of the district.

3. Eligibility for leaves for the birth or placement of a child (for adoption or foster care) expires at the end of the twelve (12) month period beginning on the date of birth or placement.

4 In the event a husband and wife each work in the district and are eligible for FMLA leave, any such leave(s) for the birth or placement of a child or care of a sick parent may be limited to a total aggregate of twelve (12) workweeks.

5. The special rules set forth in Section 108 of the Act for employees employed principally in an instructional capacity and pertaining to intermittent leaves, leaves on a reduced schedule, temporary transfers to alternative positions and periods of leave near the conclusion of an academic term may be exercised, applied, and/or required by the school district in order to lessen the impact of any

E. Health Insurance, Seniority, Other Benefits

1. Health and life insurance will be continued during any period of approved FMLA leave. Required employee health and life insurance contributions shall be set off against the employee's first paycheck upon the employee's return to work and upon subsequent paychecks, if need be, until all such contributions have been fully paid.

2. Monies owing the Town and/or Committee if an employee does not return to work shall be set off against available funds owing the employee; if there are no such available funds, the employee will be billed.

3. Seniority and other employment benefits shall not continue to accrue during the unpaid periods of any FMLA leave(s).

4. Employees shall be required to utilize any paid sick leave to which they may be entitled conterminously with the period of any FMLA leave provided pursuant to this Article.

5. Employment decisions un-related to the leave status of any employee shall be made as if the employee were not on leave, including but not thereby limiting the generality of the foregoing, decisions regarding reductions in force.

F. Restoration of Employment - Failure to Fulfill Leave Obligations or Return to Duty

1. An employee returning from an FMLA leave shall be restored to the position he or she held when the leave commenced or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

2. Employees who fail to adhere to any applicable conditions, re-certifications or other requirements of any FMLA leave(s) may be denied a continuation of any such leave(s).

3. In the event an employee claims he or she is unable to return to work after an FMLA leave has expired because of the continuation, re- occurrence or onset of a serious health condition of the employee, spouse, son, daughter, or parent, the Administration may require certification of such claims by an appropriate health care provider. Any requests for such certification(s) of claims shall not be considered or construed to be a grant of, or a continuation of, any leave granted pursuant to this Article.

4. Failure to timely respond to any requests concerning the employee's intention to return to work as well as an employee's failure to return to work at the expiration of any leave hereunder may result in a determination that the employee has abandoned his or her employment, is unable to continue employment because of incapacity and/or or has voluntarily resigned.

Section 2 – Small Necessities Leave

An unpaid leave of up to twenty-four (24) hours during any twelve month period may be granted pursuant to the Small Necessities Leave Act, as amended.

Section 3 – Military Leave

Leaves of absence for the performance of duty with the United States Armed Forces, or with the Reserve component thereof, shall be granted in accordance with applicable law, and such leave shall be requested in writing at least thirty (30) days before the anticipated leave time except in the case of emergency.

Section 4 – Personal Leave

A request for paid leave up to three (3) days per year because of unusually pressing personal or family business which cannot be conducted outside of normal work hours may be approved by the Superintendent of Schools or his/her designee. Request for personal leave should be made in writing five (5) days in advance, if possible. Requests for personal leave may not be authorized on days preceding or following school holidays or vacations.

Section 5 – Jury Duty Leave

A. The Committee agrees to pay regular compensation to an employee for the first three (3) days of jury duty as required by M.G.L. Chapter 234A, Section 48, and the difference between the employee's wages and the compensation received by the employee for jury duty thereafter pursuant to Chapter 234A, Section 51, as said Sections 48 and 51 may, from time to time, be amended.

B. As a condition of receiving such payment, the employee agrees that if during jury service he/she is discharged for the day during regular working hours, he/she will report to his/her immediate supervisor for such work as may be assigned.

C. The employee shall furnish the appropriate supervisor with evidence of jury duty pay received for any compensation claimed hereunder.

D. Time spent on jury duty will not be counted as hours worked for purposes of computation of overtime pay.

Section 6

Any member of the Union being elected or appointed to an office or as a delegate to any union activity necessitating temporary leave shall be granted such leave of absence and shall be restored to his/her former position at the then prevailing wage rate.

Section 7

The Superintendent may grant unpaid leaves of absence or, in appropriate circumstances, place an employee on paid administrative leave.

Section 8 – Maternity Leave

Maternity leave shall be granted for a period not exceeding eight (8) weeks without pay for the purpose of giving birth pursuant to M.G.L. Chapter 149, Section 105D, provided the employee has given at least two (2) weeks notice of her anticipated date of departure and intention to return to work.

Section 9 – Bereavement Leave

In the event of a death in an employee's family, the following bereavement days shall be paid:

Family Members	Days to be Paid
Spouse	5 days
Significant Other*	5 days
Child (to include step or foster)	5 days
Parent (to include step or foster)	5 days
Brother	5 days
Sister	5 days
Grandchild	5 days
Mother-in-law	5 days
Father-in-law	5 days

* "Significant Other" shall be defined as a person with whom an employee lives or has a significant relationship which he has had for not less than six (6) months. Employees shall notify the Employer of his "significant other", if any, within thirty (30) days of the ratification of this agreement, in the following manner:

A. Place the name of his significant other inside an envelope. Seal the envelope. Sign his name on the envelope.

B. The envelope shall be placed in the employee's personnel file. The envelope may be opened only if the employee claims a benefit under this Article for his significant other.

C. An employee may update his significant other as often as necessary by removing the old envelope and placing a new envelope in his file.

D. An employee with a legal spouse may not claim a "significant other."

The employer agrees that in the event of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece or nephew of an employee, the employee shall be granted one (1) day off without loss in pay on the day of the funeral.

It is understood that in all cases, the date of notification of a death of a family member shall not be counted as part of the bereavement leave.

All employees shall be granted bereavement leave based on the hours and/or days they are scheduled to work during this period.

Section 10 – Extended Leaves of Absence

Unless otherwise required by applicable federal or state law (such as in the case of military leave), no staff member may be absent from employment as a result of any leave(s) or any combination of leave(s) taken pursuant to this Article for longer than three (3) consecutive school years.

ARTICLE 21
HOLIDAYS

Section 1

The following holidays shall be paid to all employees, regardless of the day in the week in which they fall:

New Year's Day
Martin Luther King's Day
Presidents' Day
Good Friday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

Section 2

Holiday pay shall equal the employee's average daily pay, using the previous three (3) weeks worked to calculate the same as currently practiced.

Section 3

When an employee is scheduled to work on any paid holiday as listed in this Article, or on Sunday, the employee shall receive one and one-half (1½) times his regular straight time hourly rate for all hours worked, plus his holiday pay.

Section 4
Holidays falling on Saturday or Sunday will be celebrated on the day before the holiday or the day after the holiday as scheduled by the Employer.

Section 5
Each employee shall be paid six (6) hours of pay for Labor Day and following the finalization of employees work schedules for the school year, the hours so paid shall be adjusted during the month of October, up or down, depending on the actual hours worked and using the current practice of calculating holiday pay.

Section 6
To receive holiday pay, all employees must work their regularly scheduled day before and scheduled day after the holiday unless one of the following conditions exists:

A. The employee was excused by the Employer from such work due to a family emergency.

B. The employee is on an authorized bereavement leave or jury duty.

C. The employee absence is excused by the Employer with a doctor's note.

Section 7
In addition to the holidays listed in Section 1 of this Article, employees shall receive three (3) hours pay for each "no school" snow day.

ARTICLE 22
MEDICAL/DENTAL/LIFE INSURANCE

Medical, dental and life insurance shall be provided pursuant to Massachusetts General Laws, Chapter 32B and in accordance with, and subject to, the terms of any contract(s) between the Town of Marshfield and appropriate insurance carrier(s). Effective July 1, 2006 (Open Enrollment-May 2006) the Town shall not provide an indemnity health insurance plan (BC/BS Master Health) to employees in the bargaining unit.

The Union hereby recognizes and agrees that the Town of Marshfield and the Marshfield School Committee shall be under no obligation to negotiate with the Union with respect to any changes which may be made by the insurance carrier or carriers or any plan, program, or contract(s) of insurance provided to members of the bargaining unit by the Town of Marshfield with respect to the eligibility for, or payment of benefit there under, or co-payments or any other fees or charges required to be paid by members of the bargaining unit as a condition of receipt of any benefits provided pursuant to any such plans, programs or contract(s), no matter however denominated or described, including without limiting the generality of the foregoing, any changes in payments or co-payments associated with office visits, physicals, emergency room care or prescription drugs.

Employees who work twenty (20) or more hours per week during the school year are

eligible to participate in any medical, dental and life insurance programs offered by the Town.

ARTICLE 23
MISCELLANEOUS WORK CONDITIONS

Section 1 – Rate Increase
When a rate increase is due an employee, it shall be paid as of the Sunday of the week in which the date occurs.

Section 2 – Employer Meetings
Employees shall not be required to attend meetings on their own time.

Section 3 – Employee Vehicles
No employee shall be obliged to use a privately owned vehicle for business purposes.

Section 4 – Election Days
Election Day work schedules shall not prevent any employee from having an opportunity to vote.

Section 5 – Gender Neutral
The use of personal pronouns of the male gender is for grammatical purposes only, and the contract shall apply equally to persons of either gender.

Section 6 – Physical Examinations
Any medical examination or test required by the Employer shall be provided without cost to the employee.

Section 7 – License Renewal
The Employer agrees to pay for each employee's license renewal fee as required for the performance of his/her duties and subject to the submission of appropriate documentation.

Section 8 – Drug Testing
The Union shall be notified of the Employer's drug testing procedures and practices. In order to maintain the highest possible standards of professionalism and to maximize the safety of the clients served and of all employees, the Union and the Employer in recognition of the extremely sensitive nature of the work performed by members of the bargaining unit, and of the concerns for public safety along with the rights of employees with respect to privacy and due process, have agreed to a fitness for duty drug and alcohol screening program.

Section 9 – Time Records
All employees in the bargaining unit shall properly record their time each day that they

work. The Union reserves the right to examine all payroll records of bargaining unit employees.

ARTICLE 24
GRIEVANCE AND ARBITRATION

Section 1 – Definition of Grievance

For the purpose of this Agreement, a "grievance" shall be defined as a dispute arising during the term of this Agreement between the Committee and the Union and/or any employee or group of employees concerning an alleged violation, misinterpretation or misapplication of any of the express provisions of this Agreement.

Section 2 – Time Limits

If at the end of fifteen (15) work days next following the occurrence of any grievance or the date the aggrieved employee should reasonably have had first knowledge of such occurrence, the grievance shall not have been presented at Step One of Section 4, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step or level in the procedure shall not have been taken within the time specified therefore in said Section 4.

Section 3

A. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances or potential grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Nothing contained in this Agreement will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate Supervisor and to have the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement. The Committee agrees to provide the Union with written notice of any adjustment(s) when made.

C. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered MAXIMUM, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties.

Section 4

A. Step One: A grievance shall be presented in writing by the employee to his/her immediate Supervisor within fifteen (15) work days next following its occurrence or the date the aggrieved employee should reasonably have had first knowledge of its occurrence. The Supervisor shall, if requested, meet with the aggrieved employee and a representative of the Union if

requested by the aggrieved employee. This meeting shall take place within five (5) work days of receipt of the grievance. In the event there is no immediate Supervisor or the Supervisor is unavailable or is unable to resolve the grievance, it may be filed immediately at the Step Two below. The grievance shall contain:

1. Name and classification of the aggrieved employee;
2. Nature of the grievance and contract provisions involved;
3. Date the grievance occurred;
4. Requested remedy.

B. Step Two: If the grievance is not resolved at Step One, it may be referred to the Superintendent of Schools within five (5) work days of receipt of the Step One answer. The Superintendent shall hold a hearing within ten (10) work days of receipt of the referral and shall answer the grievance in writing within ten (10) work days of receipt of the referral or the close of the hearing, whichever is later.

C. Step Three: Should the grievance remain unresolved, it may be referred in writing to the School Committee within five (5) work days of receipt of the Step Two answer. The Committee shall hold a hearing at its next regularly-scheduled meeting or at a meeting called for the purpose of hearing the grievance and shall answer the grievance within ten (10) work days following its meeting or the close of the hearing, whichever is later.

D. Step Four: If the grievance is not resolved at Step Three, the Union, but not any individual employee, may submit the grievance to arbitration within twenty (20) work days of receipt of the decision at Step Three, pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

E. Grievances regarding discipline and/or dismissal shall be filed at the immediate Supervisor's level, (Step One) or the Superintendent's level (Step Two), whichever is appropriate. The parties recognize that the authority over certain matters is committed under Chapter Seventy-One of the Massachusetts General Laws to the Superintendent and/or Principals.

The Arbitrator selected as herein provided shall be without authority to add to, subtract from, or modify any provisions of this Agreement. The decision of the Arbitrator shall be in writing and shall be rendered within thirty (30) business days after the hearing is declared closed and following submission of briefs, if submitted. In reaching his decision, the Arbitrator shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein (subject to evidence or proof or a contrary intention of the parties at the time the Agreement was negotiated) and the principle that there are no restrictions intended upon the rights, responsibilities or authority of the Committee provided by law or

custom other than those restrictions specifically set forth herein. The decision shall be final and binding on both parties and the aggrieved employee(s).

Section 5

Notwithstanding any contrary provision of this Agreement, the Arbitrator shall be without power or authority to make a decision which:

A. is volatile or inconsistent with any term or provision of this Agreement or the statutory and/or controlling decisional law of the Commonwealth of Massachusetts or of the United States; or

B. exceeds his jurisdiction and authority under Massachusetts General Laws, Chapter 150C and/or this Agreement; or

C. orders any remedy to be effective more than fifteen (15) days prior to the filing of the written grievance concerned or the date the aggrieved employee should reasonably have had first knowledge of such occurrence.

Section 6

In lieu of submitting to arbitration under the auspices of the American Arbitration Association, the Committee and the Union may mutually agree in writing to submit any grievance to the Massachusetts Board of Conciliation and Arbitration for arbitration, grievance mediation, or both.

Section 7

If in the judgment of the Union a grievance affects a group or class of employees, the Union may submit such a grievance in writing at Step Two of the procedure; all provisions of this Article shall apply to such a grievance.

Section 8

A grievance may be withdrawn by the Union at any step of the proceedings.

Section 9

Each party shall bear the expenses of its representatives, participants, witnesses and for the preparation and presentation of its own case. The fees and expenses (if any) of the Arbitrator and the American Arbitration Association shall be shared equally by the parties.

Section 10

No reprisals of any kind shall be taken by the School Committee, by any member of the Administration, or by the Union against any participant in the grievance procedure by reason of such participation.

Section 11

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Section 12

In the event a grievance extends into a period after the normal school year, all periods of time can be waived in order to expedite completion of the action initiated.

ARTICLE 25
HOURS OF WORK

Section 1 – All Employees

A. The normal work year for the drivers and attendants will be the day before the opening of schools and the days schools are in regular session. Some drivers and attendants may work during the summer vacation period.

B. Regular work week - Monday through Friday. All hours worked in excess of forty (40) hours in one (1) week shall be compensated at the rate of time and one-half (1½) the employee's current rate of pay.

C. When employees are requested by the employer to work on any of the holidays listed in Article 21 or on a Sunday, they shall be compensated at the rate of time and one-half their regular rate of pay for all hours worked on the holiday or Sunday.

D. The School Committee shall determine the scheduling needs for the drivers and attendants. Drivers shall be required to conduct a fifteen (15) minute safety "circle" check of their vehicle in the A.M. and these checks will be paid in addition to their normal scheduled hours of work.

E. In the event an employee is called to return to work outside of his/her regularly scheduled workday he/she shall be paid a minimum of one (1) hour call back pay in addition to the hours so worked during the call back.

F. Drivers shall be paid for the cleaning of their vehicles (one (1) hour per week). This is in addition to their regularly scheduled hours of work.

G. The SPED drivers and attendants, consistent with the laws of The Commonwealth of Massachusetts and the provisions of Article 2, shall be given the available summer time hours by seniority and availability from a list of those employees desiring summer work. A meeting with the SPED Director, the SPED drivers and attendants will be held on or about June 1st of each year for the purpose of discussing the scheduling needs for summer work.

H. With a Union Representative, a meeting will be held with the Transportation Coordinator to assign work to maximize the weekly hours for those drivers and attendants available. This will include regular and summer work.

ARTICLE 26
WAGES

Section 1

Effective July 1, 2012, all SPED employees shall receive a retroactive two (2%) percent pay rate increase added to their current rate of pay.

Effective July 1, 2013 all SPED employees shall receive a two point two (2.2%) percent pay rate increase added to their then current rate of pay.

Effective July 1, 2014 all SPED employees shall receive a two (2%) percent pay rate increase added to their then current rate of pay.

Section 2

A safety bonus in the amount of six hundred ($600.) dollars shall be awarded to all SPED drivers, who at the end of each school year had accident free driving for the entire school year. A bus attendant regularly assigned to assist a SPED driver who is awarded an annual safety bonus as set forth above shall be paid a bonus of three hundred ($300.) dollars. No bus attendant may receive more than three hundred ($300.) dollars in safety bonus monies per school year in the event he/she is assigned to more than one (1) driver during that period.

Payment of the safety bonus will be made on the last pay period of the school year in June.

Section 3

Bereavement leave and jury duty shall not be considered as absences when determining an attendance bonus or annual bonus.

Section 4

Any employee covered by the terms of this Agreement who leaves his/her position but who is re-hired to the same position after an absence of only one (1) year or less shall be placed at the same step he/she held at the time of departure.

ARTICLE 27
SICK LEAVE

Section 1

A. Drivers who work normal work years will be eligible for one (1) "day" of sick leave per month. Drivers who work extended work years shall be eligible for one (1) additional "day" for each additional month worked. Paid sick leave for any week day an employee is absent shall be based on the average daily hours worked by the employee in the three (3) work weeks immediately prior to the day of absence.

Averaged hours are rounded to the nearest quarter of an hour. Sick leave will be limited to absences caused by personal illness or injury or by exposure to contagious disease with the following exceptions:

1) Absence due to illness in the immediate family may be charged to sick leave to a maximum of five (5) days;

2) Effective July 1, 2008, drivers and bus attendants will be permitted to utilize up to sixteen (16) hours of their personally earned or personally accumulated sick time per contract year in order to receive their normal daily pay in the event a student is out sick or not available for school and, as a result, the driver's and/or bus attendant's normal pay for the route(s) affected would be otherwise reduced."

B. Employees in continuous employment shall be credited with the unused portion of sick leave granted under Section 1A above up to a maximum of seventy-five (75) days, retroactive to July 1, 1994.

C. An employee who is absent from work due to illness, injury, disability or any paid or unpaid leave as a result of any illness, injury or disability may be required to submit a medical certificate with appropriate medical evidence from a regularly licensed and practicing physician, or psychiatrist, or other appropriately licensed professional of his/her choice, indicating the nature of the illness, injury, disability, mental condition, or other reasons for the absence, the prognosis, and whether and when the employee is physically and/or mentally capable of returning to work.

When circumstances reasonably warrant the same, the Superintendent may require an employee absent from work to produce a medical certification from a licensed and practicing physician, psychiatrist or other licensed professional appropriately specialized in the field of the illness, injury or disability, and selected from the staff of a facility agreed upon with the Association, indicating the nature and dates of illness, injury, disability, mental condition, or absence for other reasons, the prognosis, and any other appropriate and relevant medical evidence, including whether and when the employee is physically and/or mentally capable of returning to work. Said professionals at any such facility may require the employee to be examined by such other specialists as they may deem appropriate in order to produce the required medical certification.

D. The parties to this Agreement agree that consistent attendance of staff is essential to providing services of the highest possible quality to the students of the Marshfield Public Schools. The Superintendent of his/her designee may meet with, talk to, or otherwise communicate with staff members concerning their attendance and/or use of sick leave and take any appropriate action with respect to such absences, subject always to the provisions of this Agreement.

The costs of any medical certifications required pursuant to paragraphs (a),(b) and (c) of this Article shall be paid for by the Committee.

E. Injury, illness or disability self-imposed shall not be considered a proper claim for leave under this Section.

F. Payment made under the provisions of this Section, if a work related injury, shall be limited to the difference between the amount paid in Workers Compensation and the employee's regular rate. If an employee so elects, available unused sick leave may be used to supplement amounts received under Workers Compensation so that the employee may receive full pay for the period of disability or until available sick leave is exhausted.

G. Once each year, employees will be informed in writing of the number of sick leave days accumulated.

H. Whenever possible, employees who are absent for any reason are expected to arrange for their substitute to cover their route(s) and to advise the Transportation Coordinator of their absence and the substitute status.

ARTICLE 28
VACATIONS

Section 1

All employees shall earn one (1) paid vacation day per month to a maximum of five (5) paid vacation days per fiscal year.

Effective July 1, 2013, all employees with five (5) years or more but less than ten (10) years of seniority shall earn one (1) paid vacation day per month to a maximum of nine (9) paid vacation days per fiscal year.

Effective July 1, 2013, all employees with ten (10) years or more of seniority shall earn one (1) paid vacation day per month to a maximum of thirteen (13) paid vacation days per fiscal year.

Section 2

Vacation pay shall be calculated using the previous three (3) weeks' average pay.

Section 3

Vacations shall be taken at a mutually agreeable time. Normally, vacations are to be taken during periods when school is not in session.

ARTICLE 29
RETIREMENT PLAN

Section 1

All Special Education Drivers and Bus Attendants shall be eligible to participate in the Plymouth County Retirement Plan in accordance with applicable Massachusetts law and regulations, as they may from time to time be amended.

ARTICLE 30
DURATION

This Agreement shall take effect July 1, 2012 and shall continue in full force and effect until midnight June 30, 2015 and shall be continued for an additional year unless sixty (60) days prior to June 30, 2015 either the Union or the Employer gives written notice by certified mail to the other that it desires to amend the Agreement. During negotiations of any proposed new agreement or amendment, the terms of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals by their duly authorized school committee members and local union president as of the day and year first above written.

BY: _____
UFCW LOCAL 328

By: _____
MARSHFIELD SCHOOL COMMITTEE

ARTICLE 29
RETIREMENT PLAN

Section 1

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ARTICLE 30
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BY: _____
UFCW LOCAL 328

By: _____
MARSHFIELD SCHOOL COMMITTEE

APPENDIX A

Marshfield Public Schools Marshfield, Massachusetts

Bus Drivers				
	Step 1	Step 2	Step 3	Step 4
07/01/12 - 06/30/13	16.48	17.30	18.08	19.08
07/01/13 - 06/30/14	16.84	17.68	18.48	19.50
07/01/14 - 06/30/15	17.18	18.03	18.85	19.89

Bus Attendants				
	Step 1	Step 2	Step 3	Step 4
07/01/12 - 06/30/13	14.88	15.70	16.48	17.46
07/01/13 - 06/30/14	15.21	16.05	16.84	17.84
07/01/14 - 06/30/15	15.51	16.37	17.18	18.20