

MEMORANDUM OF AGREEMENT
2022 - 2023 Successor Agreement for All Units of the WEA

Pursuant to the provision of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into by the School Committee of the Town of Wellesley and the Wellesley Educators Association. The agreement between the parties effective July 1, 2019, to June 30, 2022 will be amended as follows:

The parties will make the following changes to the Unit A, Unit B, Unit C, Unit D & Unit E WEA Collective Bargaining Agreements.

1. **Association Name:** All references to the Wellesley Teachers Association or WTA will be replaced with the "Wellesley Educators Association" or "WEA", respectively.
2. **Association Name:** All references to the Wellesley Educational Professional Staff Association or WEPSA will be replaced with "Wellesley Educators Association" or "WEA", Respectively.
3. **Pronouns:** All references to gendered pronouns will be replaced with gender neutral pronouns: He/She will be "they", His/Her will be "their", Him/Her will be "them", etc.
4. **Association Responsibility Language:** The Association shall be responsible for representing the interest of all employees in the bargaining unit without discrimination and without regard to Association membership.
5. **Sick Time:** Any employee who accepts a position in a different bargaining unit shall maintain their accrued sick days.
6. **Jury Pay:** This article will be modified to accommodate all units.

The Wellesley Public Schools will compensate EMPLOYEES their regular salary for the time that they serve on jury duty, extended jury duty, grand jury, and federal jury. Any compensation received by AN EMPLOYEE, ON A REGULARLY SCHEDULED WORK DAY, for jury service will be signed over to the Town. A certificate detailing the dates of service and amount of compensation received (if applicable) will be submitted by the EMPLOYEE to the payroll department upon completion of service.

7. **Grievance Language:** All units will adopt the provisions of Article 22: Grievance Procedure in the 2019-2022 Unit A Collective Bargaining Agreement with the following modifications to this language:

7.1. The word "supervisor" will replace "superior".

7.2. The Association will have 25 school days to initially file a grievance.

7.3. The Director of Human Resources will be notified of all filed grievances.

7.4. The Superintendent will have 10 school days to respond to a grievance after a Level 3 Hearing occurs.

7.5. No response with the stated timeline at any level moves the grievance to the next Level.

7.6. In any case in which the later of the occurrence of the event giving rise to the grievance or the time as of which the grievant(s) or Association first knew or had reason to know of such event occurs within twenty-five (25) school days of the end of the school year, the time limits specified in Section D of this Article shall be extended into the next school year, except in cases contesting employment status, FTE, position, or cases involving a 12-month employee. In these cases, the time limits specified in Section d of the Article shall be measured in terms of business days rather than school days. A business day is defined as any day on which the central office is open for school business.

8. Special Education Working Group: The Special Education Working Group shall include an equal number of members chosen by the WEA and by the superintendent (or designee). The working group shall be chaired by the WEA President (or designee) and a person designated by the superintendent. The responsibilities of the working group are detailed below:

8.1. The working group shall meet at least one time prior to the administration caseload review in November and they shall meet at least one time prior to the administration caseload review in March of each school year, per Article 6A of the Collective Bargaining Agreement between the School Committee of the Town of Wellesley and the WEA. The meetings shall be held during the school year.

8.2. The Working Group will discuss current challenges, review processes for special education staffing, and make recommendations for improvement to Administration.

8.3. Other parties may be invited to these meetings if the Working Group decides to extend an invitation.

9. The duration clause will reflect the language of the 2019-2022 Unit A Collective Bargaining Agreement and modified to reflect agreements with start dates of July 1, 2022 and an end date of June 30, 2023.

10. Parental Leave (Each Unit will establish a Parental Leave Bank) **Add to All Units**

(To be effective upon ratification May 17, 2023)

The parties agree to revise contracts to reflect the following:

(This change eliminates the prior cap of 15 family sick days for non-birthing parents and creates parity for anyone approved for parental leave and creates a "parental leave bank" funded by members).

Employees who take parental leave may use their own accrued paid leave (sick, vacation, and/or personal leave, depending on the contract in question) for up to 8 weeks if eligible under the Mass. Parental leave Act (MPLA), or up to 12 weeks if eligible for Family and Medical Leave Act (FMLA).

Establish a "Parental Leave Bank" for each Unit from donations of sick leave days from all units that will provide for up to five (5) days of paid parental leave per child prior to eligible employees using their own accrued leave time. Unit members will utilize their own sick leave (personal and/or vacation) for the remainder of the leave. The bank shall be funded by a donation of one (1) sick day of sick leave (from each member's leave bank) of the bargaining units.

Replenishment of the "bank" will follow the Unit's Sick Bank guidelines.
Participation is mandatory.

Distribution of time will be managed by the Human Resources Department.

For the concurrent birth or adoption of two or more children, a number of additional weeks up to the maximum allowable through MPLA may be taken, to be deducted from accumulated personal sick leave under [Insert Relevant Sick-Leave for each unit] of this Agreement.

Eligible staff (after their probationary period is completed), will enter into the Parental Leave under the language of the corresponding law (FMLA/MPLA), which is "at the time of birth or adoption" but not substantially later.

If both parents are employees of the Wellesley Public Schools, both members will be entitled to the full leave.

The salary is prorated for less than full-time employees (i.e. if you are a 0.6 FTE, you will be granted 5 (0.6) days).

The employee must be employed for a minimum of three (3) months to be eligible for this benefit

The parties will make the following changes to the Unit A Collective Bargaining Agreement.

11. **Positions:** The 1-1 Coordinator will work 189 days per year. The Instructional Data Coordinator shall be removed from the bargaining Unit.

12. **Bereavement:** Members' access to bereavement leave will not be restricted by contract or calendar year. Leave extensions may be granted by the Director of Human Resources

13. **Course Approval & Reimbursement Language:** Course reimbursement will be made available when...

13.1. graduate courses are taken by staff who are without master's degrees, or

13.2. employees seek professional licensure as required by the Massachusetts Department of Education, or

13.3. a teacher's immediate supervisor, subject to the approval of the Assistant Superintendent of Teaching and Learning, verifies that there are no further in-district courses available for recertification in that teacher's licensure field, or

13.4. no DESE license exists for such employee, including but not limited to occupational and physical therapists, so long as that member maintains appropriate certification and/or licensure required to perform their duties, or

13.5. an employee must maintain a medical certification as a job requirement.

14. **PTS Observations:** Employees on a 2-Year Cycle will have at least 4 observations. If an educator works less than half of the evaluation cycle, a minimum of two (2) observations per year are conducted.

15. **Reduction In Force:** A significant difference between employees must constitute at least 2 evaluation points.

16. **JLMC to Review Guidance Counselor Job Descriptions:** The parties agree to convene a Joint Labor-Management Committee to review the High School Guidance Counselor job descriptions. Any modifications shall be mutually agreed to and implemented by June 30, 2025.

17. **Nurses Hours:** The text in Article 5 of the 2019-2022 Unit A CBA referring to 37.5 or 33.75 work hours for nurses will be removed.

18. **Specialist FTE Calculation**

The Parties will create a Task Force to commence in Spring 2025-to study specialist teacher assignments. The Task Force will be composed of representatives designated by the School Committee and the Union. The Task Force may make recommendations to the SC based on its study.

19. **Appendix B Stipends**
ADD

- WPS (All Buildings)
 - o (10) Equity Facilitator: \$1,289

- WMS
 - o Musical 2: \$2,579
 - o Seed Program 2: \$1,289 (Increased from \$939)
 - o Equity Facilitator 2: \$1,289

- WHS
 - o Equity Facilitator 2: \$1,289
 - o FIRST Robotics: \$1,289
 - o Mock Trial: \$1,289
 - o Rock Band: \$1,289
 - o Young Ethnic Scholars: \$1,289

All stipends referencing Upham in Appendix B shall be removed from the contract when the building closes.

The parties will make the following changes to the Unit B Collective Bargaining Agreement.

20. **Positions:** The Director of Curriculum, Assessment and Accountability shall be added to the bargaining Unit (214A). The Department Head of Student Services (PreK), and the Director of Educational Technology shall be removed from the bargaining unit.
21. **Bereavement:** Members' access to bereavement leave will not be restricted by contract or calendar year. Leave extensions may be granted by the Director of Human Resources.
22. **PTS Observations:** Employees on a 2-Year Cycle will have at least 4 observations. If an educator works less than half of the evaluation cycle, a minimum of two (2) observations per year are conducted.
23. **Longevity:** Employees in the bargaining unit shall have their continuous years of service in Unit A credited to Unit B service in longevity calculations.
24. **Stipends:** Employees in the bargaining unit shall be eligible to receive Unit A stipends. Unit A, Appendix B stipends listed in Appendix XX of this Agreement for MTRS reference only.

Add:

Unit A Stipends in Unit B CBA: This copy of the appendix from the WEA, Unit A collective bargaining agreement ("Appendix B: Positions/Stipends"), containing extra-compensatory

Wellesley Public School district positions, is included in this Unit B collective bargaining agreement to provide access to members of this unit to the Unit A stipends and make the stipend possibly pensionable if a member is selected for one of these positions. Please note that the inclusion of this appendix does not increase, expand, or duplicate any of these school district positions. In addition, this appendix is not subject to any other provision of this collective bargaining agreement, including, but not limited to, Definitions, Recognition, and Membership.

The parties will make the following changes to the Unit C Collective Bargaining Agreement.

25. Non-Discrimination Clause: The Committee will not discriminate against any employee or applicant for employment by reason of their membership in the Association or by reason of any association activity on their part not in contravention of any provision of this Agreement, or because of race, creed, color, sex, age, national origin, gender identity, disability, sexual orientation, marital status, veteran status or religion.

26. Article 6: The parties agree to remove the conflicting language in Article 6 of the 2019-2022 Unit C CBA decrementing seniority language to permit seniority accrual while an employee is out on an approved leave of absence.

27. FMLA: Employees in the bargaining unit expected to work 1,000 hours or more per year will qualify for the Family Medical Leave Act.

28. Military Leave Language: Military leave without pay shall be granted for a period not exceeding five (5) years to any employee of the bargaining unit who is inducted or enlists in any branch of the armed forces of the United States. Upon discharge from active duty, the employee may within six (6) months apply for reinstatement and shall be placed on the salary schedule at the level they would have achieved had they remained actively employed in the Wellesley School System during the period of their absence.

29. Bereavement: Members' access to bereavement leave will not be restricted by contract or calendar year. Leave extensions may be granted by the Director of Human Resources.

30. Professional Development: Additionally, employees in the bargaining unit shall have access to optional district-approved professional development on a space-available basis as all WEA members, to be taken outside of their scheduled work hours without additional compensation. Courses that occur within scheduled work hours require pre-approval from their supervisor.

31. Personal Days: Article 10C will be removed from the contract and the following language will be amended: Each Unit C member will be granted (proportional to their FTE), One (1) personal day in their first year of employment, two (2) personal days in their second year of employment to be used to attend to personal business which cannot be attended to at times other than when classes are in session or deferred to a school vacation period, provided

reasonable advance notice is given to the immediate supervisor whenever possible. The benefits of this paragraph shall not be utilized so as to extend a holiday or vacation period, unless the Unit C member has a compelling reason beyond their control. Except for compelling reasons, no personal business day shall be taken during the first and last fifteen (15) school days of the actual school year. Unused personal days in a given year will be converted into the employee's sick leave accrual in the following year.

32. **Letter of Reasonable Assurance:** Members with 7 or more years of service will have their letters delivered by May 5.

33. **Stipends:** Employees in the bargaining unit shall be eligible to receive Unit A stipends. Unit A, Appendix B stipends listed in Appendix XX of this Agreement for Retirement reference only. Pension eligibility is determined by the local Retirement Board.

34. **Holidays, Article 9:**
Amend to include Christmas, Memorial Day and Presidents' Day.

The parties will make the following changes to the Unit D and the Unit E Collective Bargaining Agreements.

35. **Merging of Units:** WEA Unit D and WEA Unit E, also referred to as WEPSA Unit A and WEPSA Unit B, shall be merged into one combined unit. A language committee appointed by the respective parties will collectively agree on how best to reconcile language differences between these two contracts. In no instance will language reconciliation result in a waiver of rights or terms by either party.

36. **Unit Name:** The name of the bargaining unit will be Unit D: Administrative Support Professionals.

37. **Positions & Hours:** The parties agree to implement the following changes.

38.1 The agreement will reflect all position changes agreed to in the Units D & E Job Reclassification MOA signed April 4, 2022.

39.2. WMS and WHS Special Education Secretaries will be 12-month, 1.0 FTE positions effective July 1, 2023.

40. **Holidays:** Juneteenth will be a paid holiday at the student-day rate.

41. **Overtime Approval:** In the event that an emergency student supervision issue arises (student returned on bus, parent emergency / late pick-up, etc.), building based employees may work additional time to provide supervision to impacted students. The employee will notify their supervisor and the Assistant Superintendent for Finance and Operations at each occurrence.

42. **Article 8:** The parties agree to remove Article 8 "pre employment physical" from the Unit D Collective Bargaining Agreement.

43. **Article 11:** Remove language about decrementing earned vacation time based on Termination.

44. **Joint Labor Management Committee:** A Committee made up of equal members from the WEA and WPS will convene to determine the following...

44.1. Rates for the Principal's Secretaries, effective FY25.

44.2. The reduction-in-force procedure for members of the bargaining unit.

45. **Professional Development:** Additionally, employees in the bargaining unit shall have access to optional district-approved professional development on a space-available basis as all WEA members, to be taken outside of their scheduled work hours without additional compensation. Courses that occur within scheduled work hours require pre-approval from their supervisor.

46. Employees hired prior to 10/1/2014, with a vacation accrual balance, will be paid for earned, banked days and will earn, accrue and utilize days as outlined in the CBA effective July 1, 2023.

The parties agree to the following Compensation Package

Component / Unit	Year 1A (SY'22-23)	Year 1B (SY'23-24)	Year 2 (SY'24-25)	Year 3 (SY'25-26)	TOTAL
COLA Unit A	2.75%	2.50%	2.75%	3.00%	11.00%
COLA Unit B	2.75%	2.50%	2.75%	3.00%	11.00%
COLA Unit C* (TA Salary Table Y1a)	5.25%*	4.00%	2.75%	3.00%	15.00%
COLA Unit D/E	4.00%	4.00%	2.75%	3.00%	13.75%
Appendix B (Stipends/Coaches)	2.75%	2.50%	2.75%	3.00%	11.00%
Longevity Unit A	5.00%	5.00%	5.00%	2.00%	17.00%
Longevity Unit B	5.00%	5.00%	5.00%	2.00%	17.00%
Longevity Unit C (Revised Y1a)	5.25%*	4.00%	2.75%	3.00%	15.00%
Longevity Unit D/E	4.00%	4.00%	2.75%	3.00%	13.75%
Workshop Rate Unit A		2.50%	2.75%	3.00%	8.25%
Holidays Unit C	3 (New)				\$365K
Unit C Retention Payments	\$4K/\$3K	\$3K/\$2K	\$2K/\$1K	\$1K/\$0	\$1.59M
Vacation Unit D/E	Buy Out PY				\$170K
Unit D/E Retention Payments	\$4K/\$3K	\$3K/\$2K	\$2K/\$1K	\$1K/\$0	\$284K
Yearly Value	\$3.16M	\$2.85M	\$2.78M	\$2.78M	
Four-Year Contract Total Increase			\$11,574,977		

Upon signing this agreement, a language committee will meet to implement the changes agreed to by both parties. In no instance will language reconciliation result in a waiver of rights or terms by either party.

This Memorandum of Agreement is subject to the ratification of the parties.

Accepted and agreed to:

For the Association:

 7/28/23

Kyle Gekopi, WEA President Date

 7/28/23

Ryan Liacos, Interim Chair of Bargaining Team Date

For the School Committee:

 7/26/2023

Craig Mack, SC Chairperson Date

 7/25/23

Catherine Mirick, SC Vice Chairperson, Date