

MEMORANDUM OF AGREEMENT BETWEEN
THE NEW BEDFORD SCHOOL COMMITTEE
AND
THE NEW BEDFORD EDUCATORS ASSOCIATION, INC. UNIT B
November 29, 2022

The New Bedford School Committee (“Committee”) and the New Bedford Educators Association, Inc. – Unit B (“Union”) agree to extend their 2019-2022 collective bargaining agreement through June 30, 2025 with the following changes:

1. Article 26: Duration (p. 36)
Replace “July 1, 2019” with “July 1, 2022 and replace “the thirtieth day of June 30, 2022” with “June 30, 2025”
2. Appendix A Salary Schedules and Appendix B Longevity:

A. Appendix A Salary Schedules (p. 40):

Year 1: Effective July 1, 2022 provided that the Union ratifies this agreement on or before December 15, 2022, otherwise effective at the start of the first pay period following ratification of this agreement:

Increase Steps 1-5 by 1.75%
Increase Step 6 by 2.0%

Year 2: July 1, 2023: Increase Steps 1-5 by 1.75%
Increase Step 6 by 2.25%

District Content Instructional Leaders/Supervisors shall move to the Coordinators Salary Schedule to the same step that they would be on if had they remained on their former salary schedule. (Building-based Instructional Leaders and Building-based Supervisors shall remain on the Instructional Leaders/Supervisors Salary Schedule.)

Year 3: July 1, 2024: Increase Steps 1-5 by 1.75%
Increase Step 6 by 2.50%

One-Time Retention Payment:

To avoid the risk of an extraordinarily high number of vacancies in the bargaining unit for the 2023-2024 school year, the Committee will pay employees who were in positions in the bargaining unit as of June 1, 2023, and who return to a position in the bargaining unit at the start of the 2023-2024 work year, a one-time retention payment of six hundred dollars (\$600). Such payment shall be made on or about the first pay period in October of 2023.

- B. Appendix B Longevity (p. 41):
Effective July 1, 2023, increase the longevity payments by \$100.
- C. Appendix E (p. 44)
Replace the paragraph on Mentor Coordinator with the following:

Mentor Coordinator: Effective July 1, 2022, Mentor Coordinators shall receive a stipend of \$3500 per work year. Such stipend will be paid in equal installments via biweekly payroll. The stipend will be prorated if the Mentor Coordinator does not work the entire work year. Such Mentor Coordinator stipend is for the work of coordinating the Unit A Mentoring and Induction Program for teachers in the District. (The District may assign employees who are not in Unit B to serve as the Mentor Coordinator.)

3. Article 16 Special Duty Pay (p. 26)

Effective July 1, 2023, the hourly rate for all bargaining unit members shall be forty-five dollars (\$45.00). Effective July 1, 2024, the hourly rate for all bargaining unit members shall be forty-seven dollars (\$47.00).

4. Article 25 A.1. (p. 35)

Effective July 1, 2024, replace the first sentence in A.1. with the following:

“The Committee shall reimburse a professional employee in an amount not to exceed one thousand dollars (\$1,000) in any contract year (July 1- June 30) for a course approved in advance by the Superintendent or Assistant Superintendent and which, in the discretion of the Superintendent/Assistant Superintendent, is directly related to the employee’s area.”

5. Article 4 (p. 2)

Amend the Section A as follows (new language underlined; deleted language struck):

All administrators are required to give notice to the Superintendent of resignation or retirement at least thirty (30) calendar days in advance of its effective date. Notice of resignation or retirement effective ~~in the~~ during any month of September in which school is in session must be filed with the Superintendent at least sixty (60) calendar days prior to their effective date of such resignation/retirement.

6. Article 7.A (pp. 6-7)

Amend Section A.2 by changing “fifteen (15) school days” to “fourteen (14) calendar days”

7. Article 8 (p. 8)

Replace Section B.1. (Work Year) as follows:

1. Effective July 1, 2017, the work year for all building-based administrators shall be 199 work days, and the work year for all district-based administrators shall be 202 work days. Effective July 1, 2023, the work year for all building-based administrators shall be 200 work days, and the work year for all district-based administrators shall be 204 work days. Effective July 1, 2024, the work year for all building-based administrators shall be 201 work days, and the work year for all district-based administrators shall be 206 work days. Administrators will be informed on or about May 15th of the required work days in July and August of the same calendar year. Days in July and the first two weeks in August will be mutually agreed upon. Disputes will be resolved by the Executive Director of Human Capital Services.

8. Article 11: Sick Leave (pp. 15- 19)

A. Amend the second paragraph in Section A.1 by adding the following to the end the paragraph:

“The Superintendent or the Superintendent’s designee, in the Superintendent’s/designee’s discretion, may permit an employee to use more than

eight (8) family illness days in extraordinary circumstances. The decision of the Superintendent/designee is final and shall not be grievable.”

B. Amend section I. (Sick Leave Bank) as follows:

- (i) Amend the last sentence in Section I.1. follows (new language underlined; deleted language struck):

“Payment under the Sick Leave Bank shall be at ~~the same rate of pay as payment under Article 15, Section E; however,~~ professional employee’s per diem rate and the Bank will be charged one (1) full day.”

- (ii) Amend Section I.5 by replacing “five (5) persons” with “six (6) persons” and by replacing “two (2)” with “three (3)”
- (iii) The Sick Leave Bank Committee will develop written procedures for employees applying to the sick leave bank for benefits and for employees to appeal to the sick leave bank following a tie vote from the Sick Leave Bank Committee.

9. Housekeeping:

A. Article 4.B (pp. 2-3)

Amend section B or Article 4 by replacing “school year” with “work year in June”

B. Article 5A (pp. 3-4)

Amend section A of Article 5 as follows:

- (ii) Replace “School Committee and/or its agents” in section A.2 with “Superintendent or the Superintendent’s designee.”
- (iii) Replace “Committee and/or its agents” in section A.3 with “Superintendent and/or the Superintendent’s designee”
- (iv) Replace “Committee” with “Superintendent and/or the Superintendent’s designee”

C. Article 5.D.4 (pp. 4-5)

- (i) Delete “and H” in the first sentence (obsolete)
- (ii) Delete the second paragraph

D. Article 5.E (p. 5): Replace “their superior” with “their evaluator”

E. Article 5 F (p. 5): Add the following to the end of the third sentence “without an investigation”.

F. Article 7 (pp. 6-7)

Update Article 7 by:

- (i) deleting “Personnel Bulletin” and indicating that vacancies are posted on the District’s website and emailed to employees throughout the Article;

(ii) amending Section 3 to provide that administrators desiring to apply for positions must follow the directions on the posting for applying.

G. [Intentionally left blank- moved to #10 below]

H. Article 8 D.2 (p. 8): Revise the second sentence as follows (deleted language struck; new language underlined):

“In addition, such administrator may be required to be on duty no more than ~~three (3) evenings in the 2019-2020 work year, five (5) evenings in the 2020-2021 work year, six (6) evenings in the 2021-2022 work year~~ and six (6) evenings per work year in ~~subsequent work years~~ for such functions as plays, shows, recreational , or other events for pupils and/or families.”

I. Replace “Housemaster” with “Assistant Principal” throughout the agreement

J. Article 11 Section H (p. 18): Replace “school days” with “work days”

K. Article 12. C. (p. 20): Replace “annually” with “per fiscal year (July 1 to June 30)”.

L. [intentionally left blank]

M. Article 16 (p. 26)

Delete the first sentence in the second paragraph. (obsolete language)

N. [intentionally left blank]

O. Article 20, Section B (p. 29): Replace “weekly” with “bi-weekly” (see Section C)

P. [intentionally left blank]

Q. Article 24 (p. 34):

- (i) Insert PEC between “this” and “agreement” in the last sentence in Section A.
- (ii) Insert the “\$” before the number of “(20,000)”

R. [intentionally left blank]

S. [Intentionally left blank; moved to #2.C. above].

10. Article 13: Extended Leaves of Absence

Replace Section A with the following:

A. Parental Leave and Childrearing Leave of Absence

1. An administrator who has worked in the school district for at least three (3) consecutive months is eligible for parental leave pursuant to the Massachusetts Parental Leave Act (MPLA). An eligible administrator who is seeking a parental leave shall notify the Office of Human Capital Services, in writing, as soon as possible, and shall request a leave of absence, specifying the dates requested for the beginning and end of the leave. The notification shall be provided as far in advance as possible, preferably no fewer than thirty (30) work days, but at least two (2) weeks before the leave is anticipated to begin.

2. In accordance with the MPLA, a parental leave of absence shall be eight (8) weeks, commencing at the time of the birth/adoption of the administrator's child and continuing for up to eight (8) consecutive weeks, including holidays, vacation weeks, and weeks that include no work days. An administrator who is eligible for parental leave for the birth or adoption of the administrator's child pursuant to the MPLA, may use up to eight (8) weeks of accrued sick leave to cover the unpaid portion of the parental leave under the MPLA.

3. The federal Family and Medical Leave Act (FMLA) allows an eligible employee to take up to 12 weeks of unpaid leave to care for a newborn or newly adopted child within the first year following the birth or adoption of the child. The first eight weeks of FMLA run concurrently with the eight weeks of parental leave allowed under MPLA. An employee who is eligible for FMLA leave and who has taken eight (8) weeks of MPLA may elect to take an additional four weeks of unpaid leave under FMLA. FMLA leave for the birth/adoption of a child cannot be taken on an intermittent basis.

4. An administrator who is pregnant may continue in active employment as late into the administrator's pregnancy as the administrator desires provided that the administrator is able to properly perform the required functions of the administrator's position. Administrators who experience health issues related to the pregnancy or childbirth, either prior to or following the birth of the child that require the administrator to be absent from work may use accrued sick time and such sick leave time may also count toward the administrator's FMLA leave. Such administrator must provide adequate medical documentation to the Office of Human Capital Services.

5. During the unpaid portion of MPLA and/or FMLA, the Committee will maintain the administrator's health insurance benefits. The employee will continue to be responsible for the employee's percentage of the health insurance premiums.

6. An administrator who has been employed by the school district for at least three (3) consecutive years who wishes to extend leave beyond the period provided by the FMLA and/or MPLA, must notify the Executive Director of Human Capital Services at least ninety (90) calendar days prior to the date extended childrearing leave is to begin of the administrator's request to take an extended childrearing leave. An administrator may request an extended childrearing leave of up to one (1) work year or an extended childrearing leave of up to two (2) work years. The end of the extended childrearing leave must coincide with the start of the administrator's work year and the administrator must return to work at the start of a work year. Upon the administrator's return from extended childrearing leave, the administrator will be placed in the administrator's former position if such position is available or if such position is no longer available to a comparable position. An administrator on an extended childrearing leave cannot return during the extended childrearing leave period without the approval of the Superintendent whose decision shall be final. If the Superintendent approves the early return, the administrator will be assigned to a position in the bargaining unit but not necessarily the administrator's former position or a comparable position. Extended childrearing leave is unpaid and is without benefits.

7. If the administrator fails to return to duty on the expiration of the extended childrearing leave, the administrator will be deemed to have voluntarily resigned from the administrator's employment with the school district.

8. Upon written application of an administrator, a parental leave or childrearing leave may be extended or curtailed if unusual conditions exist, at the discretion of the

Superintendent.

9. An administrator, who worked a minimum of fifty percent (50%) of the work days in the administrator's work year prior to going on parental leave or extended childrearing leave, will be given credit on the salary schedule for a full year's work upon return at the start of work year following such leave; however, the administrator will not earn sick leave while on unpaid parental or childrearing leave.

This Memorandum of Agreement shall remain off the record for all purposes, including bargaining history, until it is ratified by the Union membership and approved by the School Committee. This Memorandum of Agreement is subject to ratification by the Union and approval by the School Committee.

Subject to the above, this Memorandum of Agreement is agreed to by the negotiating teams for the parties on this 29th day of November 2022.

Negotiating Team for:

The New Bedford Schools Committee

Thomas Anderson
Andrew O'Leary
Jennifer Ferland
Heather Emsley
Bernadette Coelho
Tim McLaughlin

The New Bedford Educators Association –
 Unit B

Thomas Nickerson
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