# MEMORANDUM OF AGREEMENT BETWEEN THE ESSEX NORTH SHORE AGRICULTURAL AND TECHNICAL SCHOOL DISTRICT AND AFSCME COUNCIL 93, LOCAL 245

(Note: The following Memorandum of Agreement is an "Off-the-Record" document unless and until approved and ratified by both parties. In the event either side rejects or fails to ratify the Agreement, both sides are free to return to their last "on-the-record" positions.)

The Essex North Shore Agricultural and Technical School District (the "District") and AFSCME Council 93, Local 245, (the "Union") hereby agree to a contract to be in effect from July 1, 2022 through June 30, 2025. Except as modified in this Memorandum, the terms and conditions of the old contract will be carried forward into the new contract. Exact language for inclusion in the integrated agreement shall be in quotes; other language in the agreement represents agreements by the parties which may or may not be included in the collective bargaining agreement as written.

## 1. Recognition and Scope (Article 1)

Revise Section A to reflect exclusion of Administrative Assistant to Principal and Payroll Coordinator positions from coverage as confidential employees.

#### 2. Hours of Work (Article 5)

#### Revise Section C to read as follows:

"Full-time clerical and Business Office employees shall generally be scheduled to work eight (8) hours a day, five (5) days a week from 7:30 a.m. to 3:30 p.m., as determined by the District. The work day shall include a one half-hour paid lunch break."

#### 3. Job Postings (Article 6)

#### Revise Section A to read as follows:

"The District shall post all bargaining unit vacancies for a minimum of five (5) calendar days with the salary, job duties, qualifications, and schedule. Postings may be done electronically. The District shall make note that positions within the bargaining unit are represented by AFSCME Council 93, Local 245."

# 4. Sick Leave (Article 9)

#### a. Revise Section B to read as follows:

"Sick leave may be used only in cases where the employee is genuinely ill and where the employee is not being compensated under another leave program. Sick leave may be used in no less than one-hour increments. Employees shall be allowed to accumulate all unused sick days from the previous year up to a maximum of 180 days. Any unused sick days accumulated in excess of 180 days at the end of the work year by any individual employee shall not be carried over into the next work year, but will be deposited to the Sick Leave Bank. However, in the event that the number of available days in the Sick Leave Bank reaches the cap of 150 days, in accordance with Article 9, Section H.5, any such unused days may not be deposited into the Bank and will be forfeited. "

# b. Revise Section I by changing the rate of \$70 per day to \$100 per day in subsections 1 and 2.

#### 5. Leaves of Absence (Article 10)

### Amend Section B, Military Leave, to read as follows:

"Military leave shall be provided in accordance with applicable state and federal laws. Employees who receive orders to active duty or for training are required to promptly provide copies of those orders to the District."

#### 6. Inclement Weather (Article 14)

#### Revise Section B to read as follows:

"Snow removal workers who come in on snow days when other employees are not required to physically report to their worksites at school will receive their regular pay for the first eight (8) hours and time and half for the time worked beyond eight hours and earn one (1) compensatory day. The compensatory day(s) must be used within forty-five (45) days, with advance approval by the Superintendent-Director or designee."

#### 7. Union Stewards and Business (Article 17)

#### Revise Section G to read as follows:

"The Union shall have the right to meet with newly-hired employees, without charge to the pay or leave time of such an employee, for not less than thirty (30) minutes, not later than ten (10) days after the employee's date of hire during new employee orientation, or if the employer does not conduct new employee orientation, at an individual or group meeting."

#### 8. Health Insurance (Article 20)

Revise Article 20 by deleting Section B to reflect phase out of District's contribution to dental insurance premium.

#### 9. Compensation (Article 21)

a. Amend pay scales set forth at Appendix A in the existing Agreement to reflect increases on the following schedule, effective July 1, 2022:

Effective July 1, 2022 (FY 23): 2% Effective July 1, 2023 (FY 24): 2.25% Effective July 1, 2024 (FY 25): 2.5%

# b. Revise the longevity scale in Section I to read as follows:

Completed Years of Service	Annual Longevity Compensation
10-14	\$500.00
15-19	\$750.00
20-24	\$1000.00
25+	\$1250.00

#### c. Revise Section G to read as follows:

"Paraprofessional Substitute Teaching. A paraprofessional who is assigned by the District to cover a classroom as a substitute for an absent teacher, shall be compensated with an additional \$30 per class covered in that capacity. The same rate shall apply to any other bargaining unit member tasked with classroom coverage."

#### 10. Holidays (Article 25)

Revise Article 25 by adding the "Juneteenth" holiday.

#### 11. Labor-Management Committee (New Article)

#### Add new Article to read as follows:

"The District and the Union agree form a labor management committee to meet as needed at mutually agreed upon times to discuss issues impacting the bargaining unit. The committee will be comprised of up to two bargaining unit members and two District representatives. The meetings shall occur outside the regularly scheduled work day of the bargaining unit members and shall be without pay."

#### 12. Duration (Article 30)

#### Revise Article 30 to read as follows:

"The terms of this Agreement shall be in effect from July 1, 2022, through June 30, 2025.

If a new contract is not executed by July 1, 2025, all terms, conditions, and provisions of this Agreement shall remain in full force and effect for twelve additional months. Once the twelve months have expired, without a contract having been negotiated, automatic pay increases shall not be granted, and the agreement will expire for all lawful purposes."

## 13. Housekeeping Changes

By mutual agreement of the parties, grammatical, typographical, and formatting errors will be corrected, and obsolete language deleted.

#### 14. Grievance Settlement.

Upon ratification, the parties agree to settle the grievance and related arbitration (Case No. 01-22-0000-8338) matter alleging a violation of Article 14 in accordance with the terms of the District's proposed settlement agreement (attached.)

The parties hereto execute this Memorandum of Agreement subject to the terms and conditions stated above, and subject to ratification and funding as outlined by M.G.L. c. 150E.

**AFSCME COUNCIL 93, LOCAL 245** 

ESSEX NORTH SHORE AGRICULTURAL AND TECHNICAL SCHOOL DISTRICT

Matthew Bixby

President

Martha Barrett

Vice President

Katherine Kindler Secretary-Treasurer

Jeffrey Montisanti

Representative

Michael Fiorentino Staff Representative Mark B. Strout

Chairperson

Heidi T. Riccio, Ed.D.

Superintendent-Director

Marie Znamierowski

Director of Business Operations

Kathleen Holman

**Director of Human Resources** 

Tuely executed 10/18/2022 X

# AFSCME - General Unit Rate/Salary Schedule

2% Increase	<del>                                     </del>	1.02	Mookh	Annual
40 hours	Stop	<del></del>	Weekly	Annual
FY 2023	Step	Hourly Rate	Salary	Salary
-				
Schedule A	1	18.31	732.36	26,364.96
Food Service	2	18.94	757.66	27,275.62
	3	19.61	784.58	28,245.02
	4	20.30	811.92	29,229.12
	5	21.00	840.07	30,242.59
	6	21.75	869.86	31,314.82
	7	22.50	900.05	32,401.73
	8	23.29	931.46	33,532.70
	9	24.10	964.10	34,707.74
	10	24.84	993.48	35,765.28
	11	25.57	1,022.86	36,822.82
	12	26.09	1,043.66	37,571.90
Schedule B-1	1	21.14	845.78	43,980.77
Custodial	2	21.89	875.57	45,529.54
	3	22.65	906.17	47,120.74
	4	23.45	937.99	48,775.58
	5	24.27	970.63	50,472.86
	6	25.11	1,004.50	52,233.79
•	7	26.00	1,039.99	54,079.58
	8	26.91	1,076.30	55,967.81
	9	27.85	1,113.84	57,919.68
······································	10	28.68	1,147.30	59,659.39
	11	29.54	1,181.57	61,441.54
	12	30.13	1,205.23	62,672.06
Sahadula D 2	<u> </u>	22.42	896.78	46 622 77
Schedule B-2	1 2	22.42		46,632.77
b & G/Skilled	$\frac{2}{2}$	23.26	930.24	48,372.48
	3 4	24.02	960.84 993.89	49,963.68
	5	24.85	1,029.38	51,682.18
		25.73 26.62		53,527.97 55,373,76
	6 7		1,064.88	55,373.76 57.304.41
·		27.55	1,102.01	57,304.42 59,319.94
***	8	28.52	1,140.77	
	9	29.52 30.41	1,180.75 1,216.25	61,399.10 63,244.90
<del></del>	11	31.32	1,252.97	65,154.3
	12	31.96	1,278.26	66,469.7
	12	31.90	1,210.20	00,403.7
Schedule C	1	23.76	950.23	49,412.00
Clerical	2	24.59	983.69	51,151.78
	3	25.45	1,017.96	52,933.92
	4	26.34	1,053.46	54,779.7
	5	27.25	1,090.18	56,689.1
	6	28.23	1,129.34	58,725.89

AFSCME - General Unit Rate/Salary Schedule

	7	29.19	1,167.70	60,720.19
	8	30.22	1,208.90	62,863.01
	9	31.28	1,251.34	65,069.47
	10	32.22	1,288.87	67,021.34
	11	33.20	1,328.04	69,058.08
-	12	33.86	1,354.56	70,437.12
				·
Schedule D	1	28.28	1,131.38	58,831.97
Technology/	2	29.26	1,170.55	60,868.70
Management	3	30.28	1,211.35	62,990.30
	4	31.34	1,253.78	65,196.77
	5	32.44	1,297.44	67,466.88
	6	33.58	1,343.14	69,843.07
	7	34.75	1,390.06	72,282.91
	8	35.98	1,439.02	74,828.83
	9	37.23	1,489.20	77,438.40
	10	38.33	1,533.26	79,729.73
	11	39.50	1,580.18	82,169.57
	12	40.30	1,612.01	83,824.42
	<u> </u>			

# AFSCME - General Unit Rate/Salary Schedule

<del></del>		<del></del>	<del></del>	<del></del>
2.25% Increase		+		
40 hours		1.0225	Weekly	Annual
FY 2024	Step	Hourly Rate	Salary	Salary
1 2027	Glob	Tiouny Nate	Galary	Odidiy
Sahadula A	-	19.72	740.04	26 059 17
Schedule A	1	18.72	748.84	26,958.17
Food Service	2	19.37	774.70	27,889.32
	3	20.06	802.24	28,880.54
· · · · <u> </u>	4	20.75	830.19	29,886.78
	5	21.47	858.97	30,923.05
	6	22.24	889.43	32,019.40
-	7	23.01	920.30	33,130.77
<del></del>	8	23.81	952.42	34,287.19
— <u>—</u> ———	9	24.64	985.80	35,488.67
	10	25.40	1,015.83	36,570.00
	11	26.15	1,045.87	37,651.33
<del></del>	12	26.68	1,067.15	38,417.27
Schedule B-1	1	21.62	864.81	44,970.34
Custodial	2	22.38	895.27	46,553.95
-	3	23.16	926.56	48,180.95
	4	23.98	959.10	49,873.03
	5	24.81	992.47	51,608.50
. <u>-</u>	6	25.68	1,027.10	53,409.05
	7	26.58	1,063.39	55,296.37
	8	27.51	1,100.52	57,227.08
	9	28.47	1,138.90	59,222.87
	10	29.33	1,173.11	61,001.73
	11	30.20	1,208.15	62,823.97
	12	30.81	1,232.35	64,082.19
Schedule B-2	1	22.92	916.96	47,682.01
B & G/Skilled	2	23.78	951.17	49,460.86
D & O/OKINE	3	24.56	982.46	51,087.86
	4	25.41	1,016.25	52,845.02
<del></del>	5	26.31	1,052.55	54,732.35
<del></del>	6	27.22	1,088.84	56,619.67
	7	28.17	1,126.80	58,593.77
	8	29.16	1,166.44	60,654.63
	9	30.18	1,207.32	62,780.58
	10	31.09	1,243.61	64,667.9
	11	32.03	1,243.61	66,620.3
	12	32.68	1,307.02	67,965.30
Schedule C	1 1	24.29	971.61	50,523.84
Clerical	2	25.15	1,005.82	52,302.69
	3	26.02	1,040.86	54,124.93
	4	26.93	1,077.16	56,012.26
	5	27.87	<u>1,114.70</u>	57,964.66

AFSCME - General Unit Rate/Salary Schedule

	6	28.87	1,154.75	60,047.22
	7	29.85	1,193.97	62,086.40
	8	30.90	1,236.10	64,277.43
	9	31.99	1,279.49	66,533.54
	10	32.95	1,317.87	68,529.32
	11	33.95	1,357.92	70,611.89
	12	34.63	1,385.04	72,021.96
Schedule D	1	28.92	1,156.84	60,155.69
Technology/	2	29.92	1,196.89	62,238.25
Management	3	30.97	1,238.61	64,407.59
	4	32.05	1,281.99	66,663.70
	5	33.17	1,326.63	68,984.88
	6	34.33	1,373.36	71,414.54
	7	35.53	1,421.33	73,909.28
	8	36.78	1,471.39	76,512.48
	9	38.07	1,522.71	79,180.76
	10	39.19	1,567.76	81,523.65
	11	40.39	1,615.74	84,018.38
	12	41.21	1,648.28	85,710.47

**Paraprofessionals** 

FY 2023		2.00%		
			MA/BA+Spec	
<u>Step</u>	<u>Base</u>	<u>BA</u>	<u>License</u>	
1	\$20.49	\$21.56	\$22.65	
2	\$21.00	\$22.11	\$23.22	
3	\$21.52	\$22.66	\$23.80	
4	\$22.06	\$23.24	\$24.39	
5	\$22.61	\$23.81	\$25.00	
6	\$23.18	\$24.41	\$25.62	
7	\$23.77	\$25.01	\$26.28	
8	\$24.36	\$25.63	\$26.93	
9	\$24.97	\$26.29	\$27.59	
10	\$25.59	\$26.94	\$28.28	
11	\$26.22	\$27.61	\$29.00	

FY 2024	-	2.25%		
			MA/BA+Spec	
<u>Step</u>	Base	<u>BA</u>	<u>License</u>	
1	\$20.95	\$22.05	\$23.16	
2	\$21.47	\$22.61	\$23.74	
3	\$22.01	\$23.17	\$24.33	
4	\$22.56	\$23.76	\$24.94	
5	\$23.12	\$24.34	\$25.56	
6	\$23.71	\$24.96	\$26.20	
7	\$24.30	\$25.57	\$26.87	
8	\$24.91	\$26.21	\$27.53	
9	\$25.53	\$26.88	\$28.21	
10	\$26.17	\$27.54	\$28.92	
11	\$26.81	\$28.23	\$29.65	

FY 2025		2.50%	·
			MA/BA+Spec
<u>Step</u>	<u>Base</u>	BA	<u>License</u>
1	\$21.48	\$22.60	\$23.74
2	\$22.01	\$23.18	\$24.33
3	\$22.56	\$23.75	\$24.94
4	\$23.12	\$24.35	\$25.56
5	\$23.70	\$24.95	\$26.20
6	\$24.30	\$25.58	\$26.85
7	\$24.91	\$26.21	\$27.54
8	\$25.53	\$26.86	\$28.22
9	\$26.17	\$27.55	\$28.92
10	\$26.82	\$28.23	\$29.64
11	\$27.48	\$28.94	\$30.39