

PTA Common Proposals

PROPOSED CHANGES TO THE AGREEMENT BETWEEN THE PEMBROKE SCHOOL COMMITTEE AND THE PEMBROKE TEACHERS ASSOCIATION, ALL UNITS

[All Current Proposals]

June 18, 2025

The Pembroke Teachers Association proposes that the Units, A/B, C, D, and E Collective Bargaining Agreements (CBAs) between the Pembroke Teachers Association (Association) and the Pembroke School Committee (Committee), currently in effect from July 1, 2022 through June 30, 2025, remain unchanged except detailed below. All changes are effective July 1, 2025.

[In modified text, deletions are denoted by ~~striketrough~~ and additions are denoted by **bold underline**.]

PTA #X1) Safe Work Environment create new article “Safe Work Environment” as follows:

The School Committee and the Association agree that mutual respect between and among all employees in Pembroke Schools is essential to our shared mission to educate students. No Member shall be subjected to harassment, bullying, intimidation, reprisal, or discrimination by their supervisor or any other member of the administration. Behaviors that contribute to a hostile, humiliating, or intimidating work environment, including abusive language or behavior, are unacceptable and shall not be tolerated.

To guarantee the protection of Members from such treatment, the following measures shall apply:

1. Formal Complaint

- a. **When a Member believes that they are being treated by their supervisor or a member of the administration in a manner that is either intimidating, harassing, bullying, humiliating, or vengeful, the Member shall have the right to take their concern directly to the Manager of Human Resources, the Superintendent, or the School Committee.**
- b. **Such complaint shall be in writing and may be submitted either as a hard copy or electronically via email.**
- c. **Within one (1) school day of the complaint being submitted, an emergency meeting shall be scheduled with the Member and their designated Association Representative.**
- d. **Within two (2) calendar days of the meeting, the Member shall be notified, in writing, of the District’s plan of action to address the Member’s concerns and protect the Member from additional harm going forward.**

2. Right to Representation

- a. Members shall have the right to have Association representation in any meeting to discuss their formal complaint.**
- b. Members shall have the right to Association representation in any meeting where they and the supervisor or administrator who is the subject of the complaint will be present.**
- c. Members shall have the right to refuse to meet with the supervisor or administrator against whom they have an open or unresolved complaint.**

3. Access to Information

- a. Members and the Association shall be included in all internal communications about their complaint.**
- b. Members and the Association shall have the right to request and receive information about any prior complaints filed against the same supervisor or administrator.**

4. Investigation of Formal Complaints

- a. At any time following the receipt of the plan of action (outlined in item 1(d)) the Member may request an impartial investigation of their complaint by a neutral third party.**
- b. The District shall then engage an ombudsman through the International Ombuds Association to conduct the investigation.**
- c. The results of the investigation shall be shared in writing with the Member, the Association, the District Administration, and the School Committee.**
- d. If the ombudsman recommends changes to workplace practices, the School Committee and the Association shall meet to negotiate on the basis of those recommendations.**

5. Employee Assistance

- a. Members who have a legitimate complaint of harassment, bullying, intimidation, reprisal, or discrimination by their supervisor or any other member of the administration shall have the right to access five (5) days of paid leave without a medical note to allow them time and space to deal with the conditions under which they have been working.**
- b. If the Member requests therapeutic support for the stress and anxiety caused by their experience of workplace harassment, bullying, intimidation, reprisal, or discrimination by their supervisor or any other member of the administration, the District shall pay for such treatment for up to one (1) year.**
- c. Members who request transfer to another building as a result of harassment, bullying, intimidation, reprisal, or discrimination by their supervisor or any other member of the administration shall be granted such a transfer provided they are properly certified and/or qualified to work at the transfer work site. No other Member shall be displaced as a result of such a transfer.**

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6. Compensation for Harm

- a. If the investigation affirms the real workplace harm, the Member shall have the right to request and receive compensation up to ten thousand dollars (\$10,000), but no less than one thousand dollars (\$1,000) without waiving any further right to sue for damages.
- b. In the event the terms of this article are filed in a Level IV Arbitration grievance, the Arbitrator may also award such damages.

PTA #X2) Health and Safety: Personal Injury Benefits amend “Health and Safety” Section C as follows:

A. Personal Injury Benefits:

1. Whenever a Bargaining Unit Member ~~n-educator~~ is absent from school as a result of injury caused by a student or otherwise occurring in the course of their employment, they will be paid their full salary (less the amount of any worker's compensation award made for temporary absence due to said injury) for the full elimination period for worker's compensation eligibility with a doctor's note. Members shall be made whole for their regular salary rate with continuing regular employer contributions to contractual benefits during no deduction from accrued sick leave for all time covered by worker's compensation.
2. Bargaining Unit Members ~~Educators~~ who receive on-the-job injuries must report said injuries to their Building Principals within three working days following the protocol outlined in this article Section B Incident Reporting/Response. If said injury is covered by Worker's Compensation, then the Member ~~educator~~ will reimburse the Committee the amount received from Worker's Compensation for any amounts paid by the Committee during the period covered by Worker's Compensation.
3. The Committee will reimburse a Bargaining Unit Member ~~n-educator~~ for:
 - a. the replacement cost of any medical devices including but not limited to hearing aids and corrective lenses damaged or destroyed in the course of one's work duties; and
 - b. any clothing or other personal property damaged or destroyed in the course of one's work duties up to \$300 per incident¹; and
 - c. the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of one's work duties; and

¹ Strike from A/B, C, and E. Does not occur in D.

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- d. the Member may submit mileage amounts related to travel to and from treatment and/or testing for the work-related injury. The prevailing IRS mileage rate shall be paid to the Member within fifteen (15) calendar days of the date when the mileage claim was submitted.

PTA #X3) The Pembroke Teachers Association proposes bringing all PTA units under one collective bargaining agreement (CBA):

The parties shall for a Joint Labor Management Committee to review all CBAs and make recommendations back to the two bargaining teams as to which elements of the CBA can be unified and which elements are unique to each unit and therefore should be reserved for the section of the CBA designated for that unit. This process of merging the Collective Bargaining Agreements shall be completed not later than July 1, 2027.

PTA # X4) create new article “Translation Services” as follows:

- A. Members who provide translation services to the District shall be compensated for their skills and service.
 - a. Incidental oral translations lasting less than a half hour in a single work day shall be compensated at a flat rate of twenty-five dollars (\$25.00).
 - b. Oral translations lasting more than a half hour in a single work day shall be compensated for real time of the service provided, reported on a timesheet, at the rate of fifty dollars (\$50) per hour.
 - c. Written translations for internal staff comprehension purposes shall be compensated at a flat rate of twenty dollars (\$20) per page.
 - d. Editorial review of documents written in the target language or translated by others shall be compensated at a flat rate of twenty dollars (\$20) per page.
 - e. Written translations for external and/or official communications shall be compensated at a flat rate of forty dollars (\$40) per page.
 - f. All compensation for translation services shall be in addition to the Member’s normal compensation.
 - g. All compensation for translation services shall be paid to the Member within fifteen (15) days of when the translation services were provided.
- B. Members shall have the right to refuse to provide translation services.
- C. The District shall keep a record of all compensation paid to Members under the terms of the Article and provide Members with a copy of their accounting for translation work, hours, pages, and compensation by July 15 each year.

In order to settle this agreement, the parties will negotiate a translation services claim form, which shall be attached to this agreement as an appendix.

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PTA #X5) amend the grievance procedure as follows:

- A. Definition: For the purpose of this Agreement, a grievance shall be defined as a complaint between the Employer and the Association and/or any ~~employee~~ **Bargaining Unit Member** involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.
- B. Time Limits
1. All time limits herein shall consist of calendar days unless otherwise specified exclusive of legal holidays.
 2. The time limits indicated hereunder will be considered maxima unless extended by mutual agreement in writing.
 3. In the event a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this Contract using the normal time limits set out herein, the Association may submit the grievance directly to arbitration in accordance with Level Four of this procedure.
 4. A grievance not initiated within the time specified shall be deemed waived.
 5. Failure of the Association to appeal a decision within the time limit specified shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.
 - a. Such decision shall not be precedent-setting.
 - b. If the violation persists, the Association may reinitiate the grievance at the appropriate initial level.
 6. Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately.
 7. The above limitations may be waived by mutual agreement of the parties.
- C. Level One:
1. A ~~teacher or nurse~~ **Bargaining Unit Member** with a grievance will present it, in writing to their Principal ~~either directly or~~ through the Association within thirty (30) days from the date of the alleged violation or from the date when the grievant should have reasonably become aware of said alleged violation. In the event that the teacher is not directly responsible to an individual Principal, then they will present it to their immediate supervisor.
 2. **The written grievance shall be submitted via email and shall include the following:**
 - a. **The name of the authority to whom the grievance is addressed.**
 - b. **The date of the grievance.**
 - c. **The nature of the alleged contract violation(s) resulting in the grievance.**
 - d. **The article(s) and section(s) of the contract alleged to have been violated.**
 - e. **The name(s) of the aggrieved member(s) or class of members.**
 - f. **The terms of the remedy or remedies sought.**
 3. **The Principal or Supervisor shall respond within one (1) day to acknowledge receipt of the grievance.**

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4. The Principal or Supervisor shall set a date and time for the grievance to be heard no later than five (5) school days after receipt of the grievance. This timeframe may be extended by mutual agreement of the parties.
5. If the grievance shall be heard during the work day, the District shall provide paid leave from work duties for the grievant(s), their Association representative(s), and their witness(es).
6. Decision
 - a. The Principal or Supervisor shall render their decision in writing no later than five (5) days after the hearing of the grievance.
 - b. The written decision shall set forth the decision, the reasons therefore, and any remedial action to be taken within a specific timeframe.
 - c. Such written decision shall be sent via email to the grievant(s) and the Association building representative(s), the PTA Chairperson for the PTA Committee for Professional Rights and Responsibilities, and the PTA President.²

D. Level Two:

1. If the grievance is not resolved to the satisfaction of the grievant(s) or the Association within ~~ten (10)~~ five (5) school days after the hearing at Level I, the Association may present the grievance in writing, ~~using the form attached hereto,~~ following the same requirements outlined in section C.2 of this article to the Superintendent.
2. The Superintendent shall respond within one (1) day to acknowledge receipt of the grievance.
3. The Superintendent shall set a date and time for the grievance to be heard no later than five (5) school days after receipt of the grievance. This timeframe may be extended by mutual agreement of the parties.
4. If the grievance shall be heard during the work day, the District shall provide paid leave from work duties for the grievant(s), their Association representative(s), and their witness(es).
5. Decision
 - a. The Superintendent shall render their decision in writing no later than five (5) days after the hearing of the grievance.
 - b. The written decision shall set forth the decision, the reasons therefore, and any remedial action to be taken within a specific timeframe.
 - c. Such written decision shall be sent via email to the grievant(s) and the Association building representative(s), the PTA Chairperson for the PTA Committee for Professional Rights and Responsibilities, and the PTA President.

E. Level Three:

1. If the grievance is not resolved to the satisfaction of the grievant(s) or the Association within ~~ten (10)~~ five (5) school days after the hearing at Level II, the

² This proposed language (6.a, 6.b, 6.c) and its recurrence at Levels Two and Three of the Grievance Procedure obviates the need for item G.9 below.

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Association may present the grievance, in writing, ~~using the form attached hereto~~, to the School Committee.

2. The grievance filed at Level III shall be the same grievance filed at Level II.
3. The School Committee Chairperson or their designee shall respond within one (1) day to acknowledge receipt of the grievance.
4. The School Committee Chairperson or their designee shall set a date and time for the grievance to be heard no later than thirty (30) days after receipt of the grievance. This timeframe may be extended by mutual agreement of the parties.
5. If the grievance shall be heard during the work day, the District shall provide paid leave from work duties for the grievant(s), their Association representative(s), and their witness(es).
6. Decision
 - a. The School Committee shall render their decision in writing no later than ten (10) days after the hearing of the grievance.
 - b. The written decision shall set forth the decision, the reasons therefore, and any remedial action to be taken within a specific timeframe.
 - c. Such written decision shall be sent via email to the grievant(s) and the Association building representative(s), the PTA Chairperson for the PTA Committee for Professional Rights and Responsibilities, and the PTA President.

F. Level Four:

1. If the grievance is not resolved to the satisfaction of the Association within **thirty (30) ~~ten (10)~~ school** days after the hearing at Level Three, it may be referred for arbitration by the Association to an Arbitrator selected in accordance with the procedures of the American Arbitration Association.
2. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing with the American Arbitration Association.
3. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Paragraph A of this Article, and they shall have no power to add to, to subtract from, or modify in any way the terms of this Agreement.
4. The Arbitrator will ~~if~~ be without power or authority to make any decision or award violative of case law or the statutory law of the Commonwealth of Massachusetts or of the United States, or which requires the commission of an act prohibited by law, or which violates any of the terms of this Agreement.
5. For such matters as have been specifically excluded from the grievance and arbitration procedure, the arbitrator shall not be permitted to hold hearings or take evidence.
6. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.³

G. General Provisions:

³ This is existing language, moved from the General Provisions of this article.

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1. The Association shall have the right to use in its presentation of any level of this grievance procedure, any representative or representatives of its own choosing.
2. **If at any grievance level there is no response or hearing held within the agreed timelines, the Association may proceed to the next level of the Grievance Procedure.**
- ~~2. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.~~
3. The School Committee acknowledges the right of the Association to participate in the processing of a grievance at any level, in accordance with the grievance procedure.
4. Provided the parties to this Contract agree, Level One and/or Level Two of the Grievance Procedure may be bypassed and the grievance brought directly to Level Three.
5. No discrimination of any kind will be taken by the School Committee or the School Administration against any ~~teacher or nurse~~ **Bargaining Unit Member** because of their participation in this Grievance Procedure.
6. The School Committee and the Administration will cooperate with the Association in its investigation of any grievance.
7. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
8. If, in the judgment of the Association, a grievance affects a group or class of ~~teachers or nurses~~ **Bargaining Unit Members**, the Association may submit such a grievance, in writing, to the Superintendent directly, and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so.
- ~~9. All decisions rendered at Levels One, Two, and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the grievant and/or the Association.~~
10. The decision of the Principal, subject to review and approval of the Superintendent or their designee, involving the assignment, transfer, or promotion of a ~~teacher or nurse~~ **Bargaining Unit Member**, and the decision of the School Committee on any questions of educational policy shall not be subject to Arbitration.
11. For the purpose of processing grievances during the summer, days shall be computed based solely upon weekdays; i.e., Monday through Friday, with legal holidays excluded.
12. If, in the judgment of the Association, a grievance affects either a group or class of ~~teachers~~ **Bargaining Unit Members**, the processing of the grievance may be commenced by the Association at Level Two.
13. If a grievance is filed in response to some action taken by the Superintendent or Assistant Superintendent, it shall be instituted at Level Two.

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14. If a grievance is filed in response to some action taken by the School Committee, it shall be instituted at Level Three.

15. In either instance, the grievance shall be instituted within ~~twenty (20)~~ **thirty (30)** school days from the date of the alleged violation or from the date when the grievant should have reasonably become aware of said alleged violation.

H. This Article shall apply to all units.

PTA #X6) create new article “**Job Descriptions**” as follows:

Any changes and additions to be made to a Member’s job description are a mandatory subject of bargaining and must be negotiated with the Association.

PTA #X7) amend the “**Group Insurance Plan**” article as follows:

GROUP INSURANCE, DEDUCTIONS, AND REIMBURSEMENTS PLAN

- A. ~~The employees of the school department~~ **Bargaining Unit Members** are eligible to participate in the Town's Group Insurance Plan, as it may be amended. Neither the Employer or Town will operate such benefit program, but the insurance company or companies (which may include Blue Cross and Blue Shield with respect to their programs) will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts.
- B. ~~The Employee~~ **Bargaining Unit Member** shall contribute ~~twenty-five (25%)~~ **one percent (1%)** towards the premium cost of the indemnity plan.
 - 1. The Employer shall be entitled to any dividends or refunds in connection with the plan.
 - 2. Any claims or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance and arbitration procedures of this Agreement.
- C. Effective July 1, 2012, the Town shall establish a Flexible Spending Medical Program (i.e. “Section 125” plans such as Pretax Insurance Premium Payments, Dependent Care Account Plan “DCAP” and Medical Care Account Plan “MEDCAP”) and shall provide for and pay the one-time set up costs to implement the program.
 - 1. The Town shall pay any annual administrative **costs** for subscribers who opt into the program for the duration of this Agreement.
 - 2. The program shall include a voluntary debit card system.
 - 3. ~~Employees~~ **Bargaining Unit Members** may set aside funds up to a maximum amount as permitted under IRS regulations.
- D. Effective January 1, 1991 ~~Employees~~ **Bargaining Unit Members** shall pay ~~twenty-five percent (25%)~~ **one percent (1%)** of the ~~HMO~~ **health insurance** premium cost.

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- E. Effective July 1, 2012, the following plan design features shall be established for the plans offered by the Town of Pembroke:

	Network Blue Rate Saver HMO	HPHC Rate Saver HMO	Blue Care Elect PPO
Deductible:	\$0	\$0	\$0
POP Office Visit	\$20	\$20	\$15
Specialist Office Visit	\$35	\$35	\$20
Retail Clinic	\$20	\$20	\$20
Emergency Room	\$100 (waived if admitted)	\$100 (waived if admitted)	\$100 (waived if admitted)
Inpatient Admission	\$250	\$250	\$250
Outpatient Surgery	\$150	\$150	\$150
Radiology (MRI, PT, CT)	\$100	\$100	\$100
Radiation and Chemotherapy	\$0	\$0	\$0
Outpatient Mental Health	\$20	\$20	\$20
Preventative Services	\$0	\$0	\$0
Prescription Drugs (30-Day Supply)	Tier 1: \$10 Tier 2: \$25 Tier 3: \$45	Tier 1: \$10 Tier 2: \$25 Tier 3: \$45	Tier 1: \$10 Tier 2: \$25 Tier 3: \$45
Prescription Drugs (90-Day Supply)	Tier 1: \$20 Tier 2: \$50 Tier 3: \$90	Tier 1: \$20 Tier 2: \$50 Tier 3: \$90	Tier 1: \$20 Tier 2: \$50 Tier 3: \$90

~~With respect to the above-listed plan design features, it is the express intent of the parties to create an enforceable, binding agreement for only the duration stated herein, regardless of any potential or actual legislative changes to M.G.L. c. 32B, any provision of M.G.L. c. 32B generally or any provision of the General Laws and/or special acts.~~

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~~Accordingly, the plan design features listed above shall be revoked, deleted and of no further effect on June 30, 2016. The Town of Pembroke may, at its sole discretion, invoke its rights under M.G.L. c.32B Sections 21-23, as amended under Chapter 69 of the Acts of 2011, in order to implement changes to the plan design features or plan offerings listed above that would take effect July 1, 2016. Alternatively, the Town, at its SOLE discretion, may elect to comply with any bargaining obligations consistent with the provisions of C.150E.~~

F. Eyeglasses

1. For the duration of this agreement, Members shall receive full reimbursement for their own personal eyewear.
 - a. The Member must submit for reimbursement within thirty (30) days of purchase the prescription and receipt of purchase of eyewear to the Superintendent or their designee.
 - b. Eyewear shall include eyeglasses and/or contact lenses and shall be capped at a maximum annual benefit of five hundred dollars (\$500).
2. Additionally, the District agrees to compensate a Member for externally worn eyeglasses broken, damaged, or lost in the course of fulfilling the responsibilities of the Member's work assignment.
3. The District agrees to compensate a Member for the cost of contact lenses damaged or lost in the course of fulfilling the responsibilities of the Member's work assignment.
4. The cost to the District shall be equal to the broken, damaged, or lost eyeglasses or contact lenses shall not to exceed eight hundred and fifty dollars (\$850 per individual claim).

G. Teachers Bargaining Unit Members will be eligible to participate in payroll deductions for the following:

1. Rockland Credit Union 2. Plymouth County Teachers Federal Credit Union 3. United States Savings Bonds 4. Association Dental Insurance Plan 5. Washington National Disability Insurance Plan 6. <u>Horace Mann Insurance</u> 7. <u>Any MTA or NEA Member Benefits Service</u>	 PTA proposes verifying the relevancy of this list and updating it if necessary
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Any Bargaining Unit Member teacher who desires to join any payroll deduction plan specified in ~~Section B above~~ this Section, who desires to withdraw from any said plan, or who desires to change the amount of any said payroll deduction, may do so in accordance with the dates and notification periods described in ~~Section C, Subsection 2 or Section D, Subsection 2~~ of this Article.⁴

H. Annuity Plan

1. The Committee will, at the written request of a ~~Professional Employee~~ Bargaining Unit Member, enter into an agreement with said ~~employee~~ Bargaining Unit

⁴ This section has been moved from the end of this Article and edited for proper reference.

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- Member** to reduce the amount of their salary pursuant to Section 403 of the Internal Revenue Code, as amended and in accordance with G.L. c71, Section 37B, and to apply the amount of said reduction in salary to the purchase of a tax sheltered annuity plan for said ~~employee~~ **Bargaining Unit Member**, provided, however, that the Committee will not purchase any such contracts from a company unless the company has at least five (5) ~~employees~~ **Bargaining Unit Members** enrolled as ~~members~~ **participants**. All new companies must sell five (5) or more contracts before enrolling **Bargaining Unit Members**, and all existing companies must have five (5) or more ~~employees~~ **Bargaining Unit Members** enrolled before they may add new ~~members~~ **participants**.
2. ~~An employee~~ **A Bargaining Unit Member** may enroll in an annuity plan or change the amount of a payroll deduction for any annuity plan during the calendar periods listed below:
 - September 1-30
 - March 1-31
 3. Deductions will be made in equal amounts each pay period by the Committee from the ~~employee~~ **Bargaining Unit Member**'s pay check.
 4. No change in the amount of the deductions shall be made except as set forth in paragraph 2 ~~above~~ **of this Section**. A policy may be canceled by ~~an employee~~ **a Bargaining Unit Member** at any time during the school year. ~~An employee~~ **A Bargaining Unit Member** who cancels a policy during the school year may not again participate in the tax sheltered annuity program until the dates established in paragraph 2 ~~above~~ **of this Section**.
- I. Payroll Deductions
1. The School Committee shall certify to the Treasurer of the Town of Pembroke, payroll deductions pursuant to Section B ~~above~~ when duly authorized by ~~a~~ **Bargaining Unit Member**. ~~employees of Unit A covered by this Agreement.~~
 2. ~~Employees~~ **Bargaining Unit Members** desirous of payroll deductions pursuant to ~~Section B~~ **the conditions** above shall certify to the Superintendent of Schools, not later than September 10, the amount of deductions desired for this purpose from each payroll check. The amount of said deductions shall remain constant and consistent for the ~~contract period~~ **immediately subsequent year**, except as provided below. In addition, ~~teachers~~ **Bargaining Unit Members** shall have the opportunity to join credit unions and/or dental or disability insurance plans in Section B ~~G~~, or to withdraw from the same, or to change the amount(s) of the deductions, to the extent permitted by the credit union and insurance carriers concerned, effective the payroll period following January 15, if notification is given, in writing, to the Superintendent of Schools prior to December 1.
 3. A standard form (attached hereto as Appendix C) will be used for payroll deductions authorization(s).
- J. In the event that the Collective Bargaining Contract is not settled prior to the commencing of the school year in which it is to be effective, one appropriate adjustment in any payroll deduction will be made available to the ~~teachers~~ **Bargaining Unit Members** to reflect the new Collective Bargaining Agreement.

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K. Health Insurance Portability and Accountability Act (HIPAA)

1. No Member shall be required to waive their rights under the HIPAA in order to access reduced rates or more favorable elements of any insurance or prescription drug plan.
2. The District shall indemnify any Members for any difference in costs resulting from the Member's decision not to waive their HIPAA rights.

~~Any teacher who desires to join any payroll deduction plan specified in Section B above, who desires to withdraw from any said plan, or who desires to change the amount of any said payroll deduction, may do so in accordance with the dates and notification periods described in Section C, Subsection 2 or Section D, Subsection 2 of this Article.⁵~~

L. This Article shall apply to all Units.

PTA #X8) create new article "Association Rights" as follows:

A. Contact Information

The Administration shall:

1. Provide to the Association the name, job title, unique employee number, and work location(s) of each new hire in the bargaining unit no later than ten (10) calendar days after the new Member's hire date.
2. Provide the Association with all personal contact information the district has on file for each bargaining unit member. Personal contact information shall include name, job title/assignment, worksite location, home address, work telephone number, home and personal cellular telephone numbers, work email address and personal email address, and unique employee identification number. This information shall be provided to the Association three (3) times per year (September 15, January 15, and May 15) in spreadsheet file format, or another format mutually agreed to by the parties. The Administration shall not release any personal contact information of any Member to any third parties unless required by law or court order.
3. Send the Association notice of change in employment status for any Member(s) as soon as reasonably possible and no later than thirty (30) calendar days after the change in status. For purposes of this article, status shall be defined by events including but not limited to, retirement, extended leave of absence, termination, resignation, job reclassification, title change, worksite change, and/or promotion.

B. Access to Members

1. At the beginning of each school year, the Administration shall provide one (1) hour of Association Meeting time for all bargaining unit members and potential bargaining unit members. The one (1) hour of meeting time shall occur during the regular contracted workday in a space agreeable to the Association shall be provided to hold the meeting. The Association may use this time to: conduct

⁵ This section has been moved to Section F above.

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vital union business, sign up new members, meet with union representatives, update members on communications from state and national affiliates, provide benefit services and consultation, and other Association activities.

- a. For employees hired mid-year, the Administration shall provide one (1) hour of individual or small group Association Meeting time during the contracted workday to occur within ten (10) days of the Member's date of hire.
 - b. New Hire orientations, whether they take place at the start of a new school year or at any other time throughout the year, shall include a dedicated half-hour for the Association to engage directly with new hires. The Association shall have the right to include up to three (3) documents in the new hire paperwork, printed at the Association's expense.
2. When an Association representative enters a school building, they shall sign in as a visitor and shall be able to meet with Members in the staff common areas, such as lunch rooms, teacher conference rooms, meeting rooms, and break rooms, at times that do not interfere with their work. When a representative needs to travel between rooms within a building during the student school day, they shall be accompanied by a staff member of the Association's choosing.

C. Representation

1. The Association shall have the right to appoint a representative to attend informational meetings and training events organized by Pembroke Public Schools that are reasonably related to PTA members' terms and conditions of employment.
2. The Association and its representatives shall have the right to represent Members in matters related to discipline, assignment, and terms and conditions of employment.

D. Non-Discrimination

There shall be no discrimination by the District or its representatives against any Member because of their activity or membership in the Association. The District further agrees that there will be no discrimination against any Member for their adherence to any provision of this Agreement or their refusal to comply with any order which would violate this Agreement or the ethical standards of the Member's professional role.⁶

E. School Committee Reports

1. The Association shall have the right to make reports to the School Committee during School Committee meetings in open forum.
2. A representative of the Association shall be allowed to sit with the Pembroke School Committee at open meetings and to participate actively in an advisory capacity.
 - a. The Association representative shall not have voting rights for School Committee votes and/or decisions.

⁶ This language closely mirrors language that appears in other contracts for public employees in Pembroke, and is a necessary protection for Members.

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- b. The Association shall not participate in executive sessions, unless invited by the School Committee or participating in a Level 3 Grievance Hearing.
 - c. The Association representative shall be appointed by the Association.
- E. MTA Delegates⁷
 - 1. The Committee shall grant one (1) day's leave of absence with pay, ~~minus the cost of a substitute~~ for all up to eight (8) elected delegates to attend the Massachusetts Teachers Association Annual Meeting.
 - 2. The Association will reimburse the ~~delegate(s)~~ District for the real cost of hiring a substitute or substitutes pursuant to the provisions of this section.
 - 3. This time shall not be deducted from, but shall be in addition to, any other leave provisions.
- G. PTA President Release Time
 - 1. The President of the Pembroke Teachers Association shall have the right to one hundred and fifty (150) hours of release time for the purposes of conducting Association business.
 - a. Release time may be claimed in one (1)-hour increments.
 - b. The President must provide notice to their principal or supervisor of intent to use President Release Time at least one (1) calendar day in advance, with an exception for extenuating circumstances that may prevent advanced notice.
 - c. For the purposes of conducting Association business during release time, the PTA President shall be provided with a private work space in the building where they are conducting Association business.
 - d. These hours shall reset at the beginning of each new contract year.
 - 2. The President shall not be assigned duties in order to allow time each day for Association Business.

PTA #X9) create new article “Subcontracting Unit Work” as follows:

The Committee shall not subcontract for work normally performed by bargaining unit Members.

PTA #X10) remove “Review of Sick Leave” article in its entirety

PTA #X11) amend “Personal Leave” article as follows:

⁷ This section “MTA Delegates” has been moved from Article XI Leaved, Section F

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- 1a. It is understood that absence of the teacher interrupts the education process and must, therefore, be held to a minimum. It is agreed that teachers will make every effort to attend to their personal business on non-working days or during non-working hours and that a request for personal leave will be submitted only after every effort has been made to schedule such business so as not to interfere with the ~~teaching~~ educational commitment.
2. A ~~teacher~~ Bargaining Unit Member will be entitled to five (5) ~~three (3)~~ days leave of absence with pay each school year for the purpose of conducting such necessary and important personal business that cannot be scheduled during non-working hours.
Members who regularly work twelve (12) months during the calendar year shall receive one additional day for each category listed in this chart.
3. The ~~teacher~~ Bargaining Unit Member shall submit a timely written notice in advance, normally at least forty-eight (48) hours prior to the taking of such leave. In the event of an emergency, a telephone call to the Superintendent or their designee may be accepted by them in lieu of the written notice; however, such written notice must be filed as soon thereafter as reasonably possible.
4. Personal leave is to be considered personal, and as such, no explanation is necessary; however, a ~~teacher~~ Bargaining Unit Member shall provide a reason in advance, normally at least forty-eight (48) hours prior to the taking of such leave, if the personal day will precede or follow a school holiday or vacation. This time shall not be deducted from sick leave provisions.
5. **Personal Leave Days may be taken in half-day increments.**
6. Any unused personal days shall be converted to accumulated sick leave at the end of the work year.

PTA #X12) add the following language to the “Agency Fee” provision of each CBA:

So long as agency fee remains unconstitutional, provisions below related to agency fee shall be null and void.

PTA #X13) amend “Bereavement Leave” as follows:

Five (5) work days of bereavement leave shall be granted to an employee upon the death of anyone in the employee's family. A maximum of five (5) work days' leave with pay shall be granted for each individual and separate bereavement during the school year. This time shall not be deducted from, but shall be in addition to any other leave provisions. For purposes of this Section, family is defined as: the employee's spouse, **significant other, sibling, sibling-in-law,** child, grandchild, **parent,** ~~mother, father,~~ parent-in-law, ~~sister-in-law, brother-in-law, brother,~~ grandparent, grandparent-in-law, domestic partner, and/or other relative living in their household, **their** aunt, uncle,

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niece, nephew, cousin, or spouse's aunt, uncle, niece, ~~or nephew~~, or cousin, aunt and uncle.

Three (3) work days of bereavement leave shall be granted to an employee upon the death of a non-immediate family member of significant personal importance to the Bargaining Unit Member. This time shall not be deducted from, but shall be in addition to any other leave provisions.

The Superintendent may, in their sole discretion, grant additional bereavement leave under unusual circumstances. Said decision by the Superintendent shall not be subject to the grievance and arbitration provisions of this Agreement. **Bereavement days may be taken in half-days and intermittently, provided the Member communicates with their principal or supervisor to clearly establish when they will miss work for bereavement leave.**

PTA #X14) amend "Parental Leave" as follows:

A. Allowances

- 1. A Member who has worked in the school district for at least ninety (90) calendar days shall be eligible for parental leave in accordance with the Massachusetts Parental Leave Act (MPLA).**
- 2. A Member who has worked in the school district for at least one (1) school year shall be eligible for parental leave in accordance with the Family and Medical Leave Act (FMLA).**
- 3. An eligible Member who is seeking a parental leave shall notify the Superintendent, in writing, as soon as possible and specify the dates anticipated for the beginning and end of the leave.**
 - a. The notification shall be provided as far in advance as possible, but at least two (2) weeks before the leave is anticipated to begin, except in emergency extenuating circumstances.**
 - b. The purpose of such notification shall be to provide the District as much opportunity as possible to make suitable arrangements for continuity with respect to the Member's assignments.**
- 4. In accordance with the Massachusetts Parental Leave Act (MPLA), a parental leave of absence for an eligible Member shall be up to forty (40) work days, commencing at the time of the child's birth/adoption.**
- 5. In accordance with the Family and Medical Leave Act (FMLA), a parental leave of absence for an eligible Member shall be up to sixty (60) work days within the first year following the birth or adoption of the child.**
- 6. The combined total leave for FMLA and MPLA shall not exceed sixty (60) work days for any Member for any single occurrence (i.e., birth/adoption).**

7. A Member who is eligible for FMLA leave who seeks parental leave under this article may take all sixty (60) days according to FMLA guidelines and shall not be obligated to schedule their leave according to MPLA guidelines.

8. FMLA leave for the birth/adoption of a child cannot be taken on an intermittent basis, but may be scheduled in up to three (3) non-concurrent periods of one (1) week or more.

9. During any portion of FMLA and/or MPLA, the District shall maintain the Member's existing health insurance, dental insurance and other benefits. The Member shall continue to be responsible for the Member's percentage of the health insurance and other insurance premiums.

10. Child Rearing Leave

a. If a Member wishes to extend leave beyond the period covered by MPLA and FMLA, the Member must notify the Superintendent two (2) weeks prior to the Member's previously stated intention to return.

b. Extended child rearing leave of up to two (2) years without pay shall be granted for any Member who has been employed with the District for not less than one (1) school year.

c. During such child rearing leave, the District shall maintain the Member's existing health insurance, dental insurance and other benefits. The Member shall continue to be responsible for the Member's percentage of the health insurance and other insurance premiums.

d. By March 1 of the year in which the Member's extended child rearing leave ends, the Member must notify the Superintendent in writing of the Member's intention to return for the following school year. Failure to provide written notice by March 1 shall be an irrevocable notice of resignation.

11. An educator who has exhausted their accrued sick leave may submit a request to the Superintendent for up to five (5) additional sick days, as needed, upon return from parental leave.

B. Compensation Associated with Parental Leave

1. A Member who is eligible for unpaid leave under the MPLA and/or the FMLA for the birth or adoption of a child shall be provided with sixty (60) work days of paid leave.

2. Such paid leave shall be used first and consecutively, shall not come from Member's sick leave, and must be used subject to the Member's available leave under the MPLA/FMLA.

3. A Member who is eligible for unpaid leave under the MPLA and/or FMLA for the birth or adoption of a child may use the Member's accrued sick leave in lieu of unpaid leave subject to the Member's available leave under the MPLA/FMLA. Nothing in this article shall limit the use of sick time for substantiated illness/injury as a result of pregnancy/childbirth.

4. The combined total leave shall not exceed sixty (60) work days for any Member for any single occurrence (i.e., birth/adoption).

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PTA #X15) add the following “Personal Communication Device” provision to the compensation section of each CBA:

When a Member is required to have a personal communication device for their work and/or as an employee of the District:

- A) The District shall pay the Member a monthly premium of one hundred dollars (\$100) per month.
- B) Examples of conditions that may qualify as a requirement to have a cell phone for work or as an employee of the District include but are not limited to:
 - (1) Requirement to have or use a personal communication device for communication with the main office/administration, including for field trips and out-of-district travel.
 - (2) Requirement to use an app to access benefits, report on grades/student behavior/educational plans/work performance/building conditions, or track personal or student attendance.
 - (3) Requirement to use an app or personal communication device to access secure spaces and respond to emergencies

PTA #X16) create new Article “Joint Labor-Management Committee for PTA Member Concerns” as follows:

- A. The parties agree to form a permanent Joint Labor-Management Committee (JLMC) entitled “JLMC for PTA Member Concerns”.
- B. The charges for this JLMC shall include, at a minimum, consideration, discussion, and action on the following issues:
 - 1. Workplace Safety & Culture
 - 2. Alignment of Policies and Practices with Contractual and Legal Guarantees
 - 3. Workplace Concerns
 - 4. Management-Member Relations
 - 5. Anticipated Changes to Work Responsibilities and/or Job Descriptions
- C. This JLMC shall include, at a minimum:
 - 1. One representative for each of the following, appointed by the Association:
 - a. Custodian
 - b. Maintenance
 - c. Administrative Assistant
 - d. Paraprofessional
 - e. Food Service Worker
 - f. One Unit A/B Representative for Each of the School Buildings in the District
 - g. An Association Officer
 - 2. One Administrator from each of the five (5) schools, the Director of Curriculum, and the Director of Special Education, appointed by the District.

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- D. The JLMC for PTA Member Concerns shall meet every month that school is in session, unless the Association and the District mutually agree to adjust the meeting day and/or time.**
- E. The Association and the District shall maintain shared online documents to track the minutes, notes, and action items resulting from each JLMC meeting. The parties may also maintain their own, separate notes and documentation.**
- F. Members assigned to the JLMC shall be allowed to attend JLMC meetings during their work hours, when applicable, without loss of pay or benefits.**