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

[All Current Proposals]

PTA Responses October 15, 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 ~~strikethrough~~ 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. In the event there is a complaint filed against a Central Office administrator, the member may file their complaint directly with the Superintendent. In the event there is a complaint against the Superintendent, the Member may file their complaint directly with the School Committee Chair.**
>
> b. **Such complaint shall be in writing and may be submitted either as a hard copy or electronically via email. Whenever possible, complaints will be submitted within 14 days but not more than 30 days of the incident.**

c. Within two (2) school day of the complaint being submitted, the Manager of Human Resources/district representative will acknowledge receipt and begin the process of scheduling the meeting. Such meeting will occur within one week unless mutually agreed by both parties.

2. Right to Support
   a. Members shall have the right to identify a support staff member to bring to the meeting to discuss their formal complaint. Scheduling will be at the discretion of the Manager of Human Resources.
   b. Members shall have the right to have a support staff member in any meeting to discuss their formal complaint.
   c. Except in the case of a complaint that requires an emergency response, members may request to reschedule a one on one meeting with the supervisor to include a support staff member.

3. Access to Information
   a. Members shall have access to all internal communications regarding the scheduling for the hearing of their complaint.

4. Investigation of Formal Complaints
   a. Once the investigation is completed, Human Resources/a District representative will follow up with the complainant within ten (10) administrative work days.
   b. If it is determined that the investigation will take longer than ten (10) administrative work days to complete, the Manager of Human Resources/a District representative will update the complainant of the anticipated timeline.
   c. The findings of the investigation shall be shared in writing with the Member and the District Administration.

5. Employee Assistance
   a. Members who file a complaint of harassment, bullying, intimidation, reprisal, or discrimination by their supervisor or any other member of the administration shall be informed of the Employee Assistance Program and related supports.
   b. Members who request transfer to another building as a result of a finding 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.

PTA Response 9/15: agreed to this section contingent on agreement on adjustment to sick leave review to ensure people's right to access behavioral health is protected, need clarification on 5b
PSC Response 9/29: Agree

6. **It is understood that workplace bullying does not include when supervisors set reasonable performance goals, provide reasonable and respectful verbal and written counseling, direction, or feedback, or make personnel decisions designed to meet the operational or financial needs of the school or students.**

PTA Response 10/15: TA, contingent on sick leave review agreement

PTA # X4) create new article **"Translation Services"** as follows:

A. Members who have been trained per DESE guidance and are requested by the district ~~required to~~ provide Tier 1 or Tier 2 translation services outside of their regular responsibilities~~/work day~~ to the District shall be compensated for their skills and service. No member will be required to perform Tier 3 translation services under the terms described by this article.

- **a. The district will facilitate training during contractual hours per DESE guidance at no cost to members.**
- **b. Incidental oral translations lasting less than a half ~~up to an~~ hour in a single work day shall be compensated at a flat rate of twenty-five dollars ($25.00).**
- **c. Oral translations lasting more than an ~~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 ~~twenty five~~ dollars ($50) ~~($25)~~ per hour.**
- **d. If the district requests members provide translation services, either oral or written, for purposes not captured by the above, members shall be compensated at the same rate described above.**
- **e. All compensation for translation services shall be in addition to the Member's normal compensation. SC 9/3 Agree**
- **f. All compensation for translation services shall be paid to the Member within ~~thirty (30)~~ fifteen (15) days of when the translation services were provided.**

B. Members shall have the right to refuse to provide translation services outside of their regular responsibilities.

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.

PSC Response 9/29: Awaiting response from PTA
PTA Response 10/15: Updated as above, holding on compensation pending further research into standard rates

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 percent (25%) 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%) of the ~~HMO~~ premium cost.

~~**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.~~
~~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. Beginning with open Enrollment for the 2026-2027 year, the Town of Pembroke will offer MMHG EYEMED Vision Plan. The premium shall be 100% employee paid.

PSC Response 9/29: Beginning with open Enrollment for the 2026-2027 year, the Town of Pembroke will offer MMHG EYEMED Vision Plan, similar to Delta Dental the premium is 100% employee paid
PTA Response 10/15: agreed, with this language added to the CBA as a new Section F

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

a. Rockland Credit Union
b. Plymouth County Teachers Federal Credit Union
c. United States Savings Bonds
d. Association Dental Insurance Plan
e. Washington National Disability Insurance Plan
f. Horace Mann Insurance
g. Any MTA or NEA Member Benefits Service

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.[1]

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 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 M**embers, 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**.

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

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.

K. ~~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.~~[2]

L. **This Article shall apply to all Units.**

PTA Response 10/15: TA full article, contingent on incorporate of vision insurance language

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] This section has been moved to Section F above.

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 one (1) times per year (September 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, and resignation., ~~job reclassification, title change, worksite change, and/or promotion.~~**

PSC Response 9/29: Hold Rejection
PTA Response 10/15: Updated as above

B. **Access to Members**

1. **At the beginning of each school year, the Association shall be provided time to speak at Convocation. ~~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 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.~~**

PSC Response 9/29: In alignment with the proposal in Unit A/B Article 8, we are agreeable to this language if this time does not come out of the 5 hours set aside for admin purposes in Article 8.2
PTA Response 10/15: Updated as above

a. **For employees hired mid-year, the Administration shall provide thirty (30) minutes 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.**~~

PTA Response 10/15: Withdraw

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.[3]

SC: 9/3 Agree

E. School Committee Reports

1. **The Association shall have the right to make quarterly reports to the School Committee during School Committee meetings in open forum. A Report from the PTA will be placed on the School Committee agenda once per quarter (September, December, March, June.) The report must be shared in writing the Thursday prior to the scheduled meeting so that it can be included in the packet of meeting materials. Reports not shared in writing ahead of the meeting will not be considered for inclusion in the upcoming meeting.**

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

2. **By mutual agreement, the parties may choose to not present in the months outlined above or alter the schedule of the prepared reports.**
3. **The Pembroke School Committee will define employees as "community members" for the purpose of Open Forum, and shall allow employees to speak during Open Forum.**
4. ~~**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.**~~
   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.**~~

PSC Response 9/29: See above
PTA Response 10/15: Updated as above

E. MTA Delegates[4]
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.

SC Response 9/3 : Agree

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**.

Agree

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;**~~

[4] This section "MTA Delegates" has been moved from Article XI Leaved, Section F

~~**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. **Beginning with the 2026-2027 school year The President shall not be assigned duties in order to allow time each day for Association Business. In addition, the President shall also be released for the purpose of conducting Association business one day per month. Under normal circumstances, 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.**

PSC Response 9/29: See above
PTA Response 10/15: updated as above

PTA #X10) updated **"Review of Sick Leave"** as below, maintain other existing language in this article:

DEFINITIONS:
a. Indicators that an employee may require support: ~~(1) Exhausting sick leave days on a monthly basis for a period of three or more consecutive months; (2)~~ Two or more instances within a six (6) month period of using sick leave in conjunction with holidays or regularly scheduled days off; ~~(3) Some other pattern of absences which gives rise to reasonable concern; (4) More than five occurrences of sick leave use in a fiscal year.~~ Any use of sick leave substantiated by a note from a licensed physician **or mental health provider** who examined and/or treated the employee during the period of absence shall not be counted as an instance as defined above provided that said certification is received by the Superintendent or his/her designee in a timely manner. **Educators who do not have a regular mental health prescriber may obtain such notice through the Employee Assistance Program.**

[...]

Employees suffering from a serious medical condition as defined by the Family and Medical Leave Act (FMLA) **or a serious mental health condition as documented by a mental health provider** will be exempted from discipline under this article as if they were protected under FMLA. Procedures and forms established by the Department of Labor will be used to determine the existence and duration of a serious health condition.

PSC Response 9/29: Awaiting PTA proposal for changes to "Review of Sick Leave"
PTA Response 10/15: Updated as above

PTA #X11) amend **"Personal Leave"** article as follows:

1~~a~~. 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.

Agree

2. A ~~teacher~~ **Bargaining Unit Member** will be entitled to **four** ~~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.**

Reject

PSC Response 9/29: Reject proposed increase of 1 additional personal day per member
PTA Response 10/15: maintain

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.

Agree

6. Any unused personal days shall be converted to accumulated sick leave at the end of the work year.

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, preferably three (3) months prior to, 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 thirty (30) days prior to the Member's previously stated intention to return.**
    b. **Extended child rearing leave of up to one (1) year without pay shall be granted for any Member who has been employed with the District for not less than (3) consecutive school years.**
    c. **During such child rearing leave, the District shall maintain the Member's existing health insurance, dental insurance and other benefits. However, the employee shall be responsible for 100% of the premium.**
    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.

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)~~ twenty (20) ~~five (5)~~ 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).**

PTA Response 9/15: Hold
PSC Response 9/29: See counter above
PTA Response 10/15: Updated as above (countering at 20 days paid not from sick leave)

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

The district will conduct a communications assessment and identify mitigation strategies for areas lacking working communication systems. Each Member who is required to supervise children in situations where they do not have access to a classroom telephone will be provided with district-issued communication devices (working walkie talkie or cell phone). This assessment will be conducted no later than November 1, 2025.

PTA Response 9/15: Updated as above
PSC Response 9/29: Reject Language does not belong in CBA - As part of its building operations, the district will maintain an adequate number of walkie talkies to provide to staff who are supervising students and do not have access to a classroom telephone.
PTA Response 10/15: maintain this language, there are still problems with adequate walkie talkies

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 not to exceed 10 members:
      a. Custodian
      b. Administrative Assistant
      c. Paraprofessional
      d. Food Service Worker
      e. One Unit A/B Representative for Each of the School Buildings in the District
      f. An Association Officer
   2. Up to 10 members from administration.

D. The JLMC for PTA Member Concerns shall meet ~~up to~~ three (3) times during the school year (September, January, May) unless the Association and the District mutually agree to add additional dates or adjust the meeting day and/or time.

E. The parties may 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.

PTA Response 9/15: Maintain
PSC Response 9/29: See above
PTA Response 10/15: updated as above

Tentative Agreements

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 two (2) school days to acknowledge receipt of the grievance.

4. The Principal or Supervisor shall set a date and time for the grievance to be heard no later than seven (7) 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 seven (7) school 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 the PTA Representative(s) who present the grievance and the PTA President.[5]

D. Level Two:
1. If the grievance is not resolved to the satisfaction of the grievant**(s)** or the Association within ~~ten (10)~~ **seven (7)** 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 two (2) school days to acknowledge receipt of the grievance.

3. The Superintendent shall set a date and time for the grievance to be heard no later than seven (7) 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] 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.

5. Decision

a. The Superintendent shall render their decision in writing no later than seven (7) school 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 PTA Representative(s) who present the grievance, 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)~~ **seven (7)** school days after the hearing at Level II, the 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 two (2) school days 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) calendar 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 seven (7) calendar 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), the PTA Representative(s) who present the grievance, 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~~ **calendar** 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 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.[6]

G. General Provisions:

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 t~~eacher 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 t~~eachers 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.~~

[6] This is existing language, moved from the General Provisions of this article.

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.

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) 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:

The District will notify the Association of any changes to job descriptions for represented positions not less than one month prior to implementation and will provide the Association the opportunity to request to bargain any impact said changes or alterations may have upon a term and condition of employment.

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

One (1) work day of bereavement leave may be granted upon approval by the Superintendent 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.**

Withdrawn Proposals

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

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

PTA #X9) create new article **"Subcontracting Unit Work"** as follows: