

**MEMORANDUM OF AGREEMENT
BETWEEN
THE PEMBROKE TEACHERS ASSOCIATION, UNIT C
AND
THE PEMBROKE SCHOOL COMMITTEE**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Pembroke Teachers Association, Unit C (hereinafter the “Association”) and the Pembroke School Committee (hereinafter the “Committee”).

WHEREAS, the Association and the Committee entered into a collective bargaining agreement for the period July 1, 2020, through and including June 30, 2021; and

WHEREAS, the Association and the Committee have bargained collectively pursuant to Massachusetts General Law, Chapter 150E, for a successor collective bargaining agreement for the period July 1, 2021, through and including June 30, 2024.

NOW, THEREFORE, in consideration of mutual covenants and promises and subject to the ratification of the respective parties, it is agreed as follows:

1. The terms and conditions set forth in the Collective Bargaining Agreement for the period July 1, 2020, through and including June 30, 2021, shall remain in full force and effect for the period July 1, 2021 through and including June 30, 2024 except as amended herein.

2. **Article I: Recognition**

Modify paragraph one as follows:

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for custodians, athletic custodians, head custodians, maintenance custodians, bus drivers, wastewater treatment operators, ~~and~~ backup wastewater treatment operators, **administrative assistants, media technicians, and network administrators.**

3. **Article VIII Hours of Work**

Modify Section A as follows:

EMPLOYEES OTHER THAN BUS DRIVERS, ADMINISTRATIVE ASSISTANTS, MEDIA TECHNICIANS, AND NETWORK ADMINISTRATORS:

The normal Day, Second and Saturday Shifts for Employees other than bus drivers, **administrative assistants, media technicians, and network administrators** and secretaries shall be as follows and remain the same for the duration of this Agreement:

Elementary Day Shift	6:30 a.m. to 2:30 p.m.
Secondary Day Shift	6:00 a.m. to 2:00 p.m.
Secondary Swing Shift	11:00 a.m. to 7:00 p.m.
Elementary Second Shift	2:30 p.m. to 10:30 p.m.
Secondary Second Shift	2:00 p.m. to 10:00 p.m.
Saturday Shift	8:00 a.m. to 4:00 p.m.
Saturday Shift	6:00 a.m. to 2:00 p.m.
High School Athletic	variable hours (8 continuous)

Add new Section D as follows:

ADMINISTRATIVE ASSISTANTS:

- a) Elementary administrative assistants shall work forty (40) hours weekly, normally from 7:30 a.m. to 3:30 p.m.
- b) Secondary administrative assistants shall work forty (40) hours weekly. The work day for Secondary Clerical Secretarial Employees shall consist of eight (8) consecutive hours commencing between 7:00 a.m. and 9:00 a.m. daily with the exact start time to be established by the building principal.
- c) Beginning with the second Monday in July and ending on the second Monday in August, summer hours will be in effect for secretarial employees. The work week will be eight consecutive hours per day for 4 consecutive days each week. The schedule of days to be worked shall be established prior to the summer period and will be either Monday – Thursday or Tuesday – Friday at the discretion of each individual principal. Administrative assistants may use vacation days to be paid for the work day not worked during this period of time each year.

Notwithstanding the provisions of the foregoing paragraph regarding summer hours for secretarial personnel, it is agreed that administrative assistants assigned to the High School shall continue to work forty (40) hours weekly.

- d) Secretarial employees' weekly pay shall be proportionately reduced during the period summer hours are in effect to reflect the lesser number of hours actually worked.

- e) In the event that secretarial employees are requested to work by their principal when school has been cancelled due to a snow day, they will not lose any pay, if, due to the storm they are unable to arrive at work on time, or at all. However, administrative assistants shall use their best efforts to get to their job. (from Article XXII, Section 9.)

Add new Section E as follows:

MEDIA TECHNICIANS AND NETWORK ADMINISTRATORS

The normal shift for media technicians and network administrators will be Monday through Friday from 7:00 a.m. to 3:00 p.m., and nothing in this section shall operate so as to cause the media technician to be involuntarily assigned to a different shift. Summer hours for media technicians shall be as follows: beginning on Monday of the week after the school year ends and continuing through the last full week August prior to the start of the school year, media technicians shall work four, 10-hour days that shall normally be scheduled Monday through Thursday, 7am to 5pm.

4. Article X: Differentials

Rename Article X: Differentials and Mileage and modify as follows:

1. All custodial employees working on the second shift and/or the swing shift shall be paid a differential of 6% of the base pay for custodians. Any employee permanently assigned to the second shift who is temporarily assigned to the day shift will continue to receive his shift differential pay.
2. The Backup Wastewater Treatment Operator shall be paid a differential of 2% greater than their rate of pay.
3. Employees classified as Head Custodians will be paid a stipend of **\$10,000** ~~\$6,000.00~~ per year. **The position of Head Custodian shall be filled through a bidding process when a vacancy occurs or the performance of the individual in the position is deemed unsatisfactory.**
4. **One day shift custodian in each building shall be assigned the responsibility for kitchen cleaning in accordance with the job description agree to by the parties. Said custodian shall be paid a stipend of \$1,800.00 and may be paid in one or two installments at the custodian's option.**
5. **Media Technicians and Network Administrators will be reimbursed for in-district travel from the location to which they report for work at the beginning of their shift at the IRS rate for mileage up to a maximum of**

\$600.00 per employee per year. In order to receive such reimbursement, mileage must be reported on a form provided by the district on a monthly basis. Out of district in-state travel which is made at the direction of the district will also be reimbursed at the above rate, but will not count against the \$600.00 limit set forth above.

5. Article XI: Union Representatives

Modify as follows:

A written list of Union stewards and other representatives shall be furnished to the employer immediately after their designation and the Union shall notify the employer of any changes. No more than one Union representative may be granted reasonable time off during working hours to investigate and settle grievances subject to the approval of the Superintendent of Schools. ~~One representative may attend meetings of state and national bodies without loss of pay not to exceed one (1) day a year with approval of the Superintendent of Schools or his designee.~~ Such approval shall not be unreasonably withheld. **The Committee shall grant one (1) day's leave of absence, with pay, minus the cost of a substitute for up to eight (8) elected delegates to attend the Massachusetts Teachers Association Annual Meeting. The Association will reimburse the delegate(s) for the cost of hiring a substitute. Members of the Educational Support Personnel bargaining unit may be elected by the PTA to serve as one or more of the six delegates, however, no more than eight PTA members employed by the Pembroke Public Schools shall be granted leave for this purpose.**

6. Article XII: Meal Periods

Modify as follows:

All custodial employees, ~~and~~ media technicians, **and system administrators** shall be permitted sufficient time to eat one meal at the area of their work assignment during their eight (8) hour tour of duty.

All administrative assistants shall be granted a meal period of one-half (1/2) hours duration during eight (8) hour work shift. Whenever possible the meal period shall be scheduled at the middle of the shift. Said meal period shall be duty free except in case of emergency.

7. Article XVII: Sick Leave

Modify as follows:

1. Each employee shall be credited with sick leave pay at the rate of one and one half (1 ½) day for each month of service. Sick leave credit will begin the first day of the month in which the employee is employed, the first working day of that

month. Sick leave shall be accumulated up to a maximum of 200 days. ~~Twenty-five percent (25%)~~ **Fifty percent (50%)** of accumulated sick leave not to exceed 75 days will be paid at the time of retirement provided the employee has completed ten years of service.

2. Any accumulation which present employees have at the effective date of this Agreement, shall be retained.
3. Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family. A doctor's certification may be required for sick leave benefits.
4. The Administration may make such arrangements to have an employee examined and shall pay for the physician's examination.
5. Up to five (5) days of accrued paid sick leave may be used per year in the event of illness of a spouse or child residing in the employee's household. **At the end of the work year, any unused "family illness days" shall be rolled over into the next work year and categorized as "family illness days." A bargaining unit member may accumulate up to a maximum of sixty (60) "family illness days." A bargaining unit member may use up to five (5) "family illness days" plus any accumulated "family illness days" in any one work year.** The Superintendent or his/her designee may require doctors' certification of the illness of the family member.
6. Each member of the bargaining unit may, on a voluntary basis, donate up to three (3) accumulated sick days per year to a fellow employee who has need of additional sick leave.
- ~~7. Additional sick leave may be granted at the sole discretion of the Superintendent in cases of prolonged illness or disability; the Association recognizes and agrees that any decision by the Superintendent to grant or deny such additional sick leave shall not be subject to arbitration.~~
8. Sick leave may be taken in ½ day increments.
9. The Committee agrees to notify each employee at the beginning of the school year of the number of accumulated sick days the employee has as of that date, upon request by the employee.

8. Article XVIII: Bereavement Leave

Modify Section 1 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, child, grandchild, 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, aunt, uncle, niece, nephew, **cousin**, or spouse's aunt, uncle, niece or nephew, aunt and uncle. The Superintendent may, in his/her 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.

9. Article XIXA: Maternity Leaves of Absence

Rename Article XIXA: Extended Leaves of Absence and modify as follows:

~~Maternity leave shall be granted pursuant to M.G.L. Chapter 149, Section 105D for a period not exceeding eight (8) weeks without pay for the purpose of giving birth provided the employee has given at least two (2) weeks' notice of her anticipated date of departure and her intention to return to work.~~

A. PARENTAL LEAVE

A leave of absence, without pay or increment, may be granted for parental purposes to full-time employees on the terms and conditions set forth herein.

- 1. An employee who requests a leave under this paragraph should notify the Superintendent in writing of her anticipated date of departure and intention to return preferably three (3) months prior to, but in no event less than two (2) weeks prior to, his/her anticipated date of departure. At the time of this notification, the employee will select one of the following two (2) options:**

Option A. A full-time employee who has completed three (3) years of continuous service may be granted an extended parental leave without pay or increment but with an option for paid sick leave benefits for disability resulting from childbirth during this period of leave under the conditions set forth in Article XVII, Article XVIII and Article XIX.

Option B. A full-time employee who has been employed by the Pembroke School System for at least three (3) consecutive months shall be granted a Massachusetts Statutory Parental Leave (MGL Chapter 149, Section 105D) without pay or increment but with entitlement to

accrued sick leave benefits up to a maximum of 40 days per leave per year with an option for additional paid sick leave benefits for disability resulting from childbirth during the period of such leave under the conditions set forth in Article XVII, Article XVIII and Article XIX.

2. The provisions of Option A are as follows:

- a. The duration of such parental leave shall be for a period of less than two (2) years from the date of its commencement.**
- b. At the time the employee requests his/her parental leave as heretofore described, he/she shall select a return date which coincides with the commencement of a school year, which date shall be less than two (2) years from commencement of his/her leave.**
- c. The employee must notify the Superintendent, in writing, on or before April 1 of the school year preceding the selected return date, of his/her intention to return to duty at the expiration of his/her leave. If the employee fails to so notify the Superintendent, in writing, or does furnish written notice and fails to return to duty at the expiration of his/her leave, he/she shall be deemed to have resigned.**
- d. When the employee returns to work at the beginning of a school year, as prescribed above, he/she shall be assigned to a position for which he/she is qualified.**

3. The provisions of Option B are as follows:

- a. The duration of such leave shall not exceed eight (8) weeks from the date of its commencement.**
- b. At the time the employee requests leave as heretofore described, the employee shall select and notify, in writing, the Superintendent of her anticipated date of return. If the employee fails to so notify the Superintendent in writing, or does furnish written notice and fails to return to duty at the expiration of her leave, the employee shall be deemed to have resigned.**
- c. An employee who has complied with all of the above prescribed conditions shall be, upon her return, returned to her original position with the same status, pay, length of**

service credit, and seniority, wherever applicable, as of the date of the commencement of her leave.

- d. A copy of MGL, c.149, s. 105D shall be posted in each faculty room of the Pembroke School System.

B. CHILD REARING LEAVE.

An employee who has completed three (3) continuous years of service shall be granted a leave of absence without pay or increment for one (1) school year for the purpose of child rearing under the following conditions:

1. The one (1) year child rearing leave shall be for one (1) full school year from September 1 through June 30.
2. The employee must notify the Superintendent, in writing, by March 1 of the employee's intention to take a child rearing leave during the following school year.
3. An employee must return to work for a period of one (1) year after taking a long-term maternity leave under Option A before said employee will be eligible for child rearing leave.

C. UNPAID LEAVES

1. An employee whose personal illness extends beyond the period of compensation may be granted a leave of absence without pay for such time as is necessary for recovery from the illness.
2. Other leaves of absence without pay may be granted by the Committee, and all unused accumulated sick leave to which a paraprofessional was entitled at the time his/her leave of absence commenced, will be restored to him/her upon his/her return.
3. All requests for extensions or renewals of leaves will be applied for and responded to in writing.

D. MILITARY LEAVE.

Military leave, including the difference between his/her regular pay and military pay for two (2) weeks, will be granted to any paraprofessional who is inducted, or is called, or enlists after being notified to report for his/her pre-induction physical, in any branch of the armed forces of the United States. The period of such leave shall be the initial period of continuous service or any involuntary

extension required by such induction. Upon return from such leave, such paraprofessional will be placed on the salary schedule at the same level s/he would have achieved if s/he had not been absent up to a maximum of four (4) years.

E. FAMILY MILITARY LEAVE.

An employee will be entitled to an additional (2) days personal leave of absence with pay each school year for the purpose of send off or return of active duty military child, spouse, sibling, or parent. The employee shall submit a timely written notice in advance, normally at least forty-eight (48) hours prior to the taking of such leave.

10. Article XV: Holidays

Modify the following paragraph only:

~~Should Christmas fall on a Saturday or Sunday, the following Monday shall be a holiday. Should New Year's day fall on a Saturday or Sunday, the preceding Friday shall be a holiday. Any holiday that falls on a Saturday shall be observed the preceding Friday and any holiday that falls on a Sunday shall be observed the following Monday.~~

11. Article XXII: Miscellaneous Provisions

Modify Section 4 as follows:

~~Access to Premises shall be granted pursuant to M.G.L. Chapter 150E Section 5A (as amended.) The Employer agrees to permit representatives of the Pembroke Teacher Association Educational Support Staff Personnel Unit, to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representative that they do not interfere with the performance of duties assigned to the employees. Representatives of the Union shall notify the Superintendent or his designee on arrival.~~

Modify Section 6 as follows:

The Committee shall not subcontract out work which can normally be performed by the **bargaining unit** employees. ~~with Unit A for the sole purpose of avoiding the payment of overtime to members of Unit A or for the sole purpose of causing a layoff of the elimination of a job to members of Unit A.~~

Modify Section 9 as follows:

In the event that Unit ~~C B~~ employees **excluding custodians** are requested to work by their principal when school has been cancelled due to a snow day, they will not lose any pay, if, due to the storm they are unable to arrive at work on time, or at all. However, employees shall use their best efforts to get to their job. **When an official state of emergency is declared, twelve month office employees will not be required to work and will not lose any pay.**

Move Section 13 to Article IX

~~One One-day shift custodian in each building shall be assigned the responsibility for kitchen cleaning in accordance with the job description agree to by the parties. Said custodian shall be paid a stipend of \$1,800.00 and may be paid in one or two installments at the custodian's option.~~

12. Article XXIV: Longevity Pay

Modify as follows:

Employees covered by the Agreement who have been employed in a capacity covered by the Agreement shall be entitled to longevity payments to be made in one payment during the month of December according to the following schedule.

10 – 14 years of continuous service	\$400.00 \$800
15 – 19 years of continuous service	\$800.00 \$1,200
20 or more years of continuous service	\$1,200.00 \$1,600

13. Article XXV: Work Clothes

Modify the following paragraphs only

Uniforms shall be provided **according to the schedule below on or around September 1 of each year**, ~~laundered~~ and repaired when necessary by the District. Custodial staff, including bus drivers are required to work dressed in the uniform provided which shall include:

- Shirts Long/Short (11 **every two years**)
- Pants / Shorts (11 **every two years**)
- T-shirts (5 every two years)
- Winter coat (1 every two years)

Any head coverings worn on school property during working hours must be approved in advance by the building principal. Such approval must be communicated to the Human Resources Office.

In addition, the District, at its discretion, shall either provide boots / footgear or a ~~\$125.00~~ **\$150.00** annual stipend to custodial staff and bus drivers.

14. Article XXVI: Review of Sick Leave

Replace entirety of current article with the following:

1. **PURPOSE:** It is the purpose of these instructions to support employees who may require additional time away from work for their own or family members' illness and to ensure continuity of instruction/operations for teaching and learning.
2. **APPLICABILITY:** These procedures apply to all personnel covered by this agreement.
3. **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 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.
 - b. Excessive absenteeism: A pattern of absenteeism determined by the intervention meeting specified by Level One of the Program defined by Section 4a of this article.
 - c. Sick Leave - As defined in Article XI of this Agreement.
 - d. Occurrence - An occurrence is defined as any absence using one or more consecutive day(s) of sick leave regardless of duration or one or more non-consecutive day(s) of related absences.
4. **GENERAL:** The intent of this Article is to support employees whose excessive absenteeism prevents continuity of instruction or operations.
5. **PROGRAM:** When a supervisor and/or other administrators suspects that an employee requires support and to ensure continuity of instruction and operations, they will adhere to the following steps:
 - a. **Level One:**

The supervisor and/or their designee will obtain a report of the employee's sick leave use for the past twelve (12) months. The supervisor and/or other administrator will review the employee's use of sick leave and determine

if any of the indicators identified in Definitions (a) above apply. The employee's attendance discipline record, if any, will be reviewed. The supervisor or other administrator ~~may~~ will meet with the employee to discuss the basis for the concern. The employee will be given the opportunity to explain the nature of sick leave usage and address any concerns raised by the supervisor and/or other administrator. This meeting will not be disciplinary in nature. During this meeting, the employee will be provided with Employee Assistance resources and a conversation may be scheduled with the Human Resources Manager at the employee's discretion to identify additional strategies for improved attendance. The employee may be accompanied by a union representative to this meeting.

Within 24 hours of the conclusion of this meeting, the employee will be notified whether or not the employer has determined excessive absenteeism has occurred. In the event the employer does determine excessive absenteeism has occurred, the employee will be informed in writing of the next steps in the progressive sick leave review program.

b. Level two:

If it is determined that excessive absenteeism has occurred based on the level one intervention meeting, and the same indicators continue, the employee will be provided with Employee Assistance resources and a conversation will be scheduled with the Human Resources Manager to identify additional strategies for improved attendance. The employee may be accompanied by a union representative to this meeting. The employee will also be issued a written warning notifying them that excessive absenteeism is suspected if the employee has not received a written warning in the past 24 months. This written warning will be removed from the employee file should no other indicators arise within a 24 month period. The employee will be informed in writing of the next steps in the progressive sick leave review program at the conclusion of the level two meeting.

Once the employee has been notified, the supervisor and/or other administrator will personally review the employee's sick leave usage every month for a period of 24 months.

c. Level three:

In the event an employee's absence continues to indicate concerns around continuity of instruction/operations, additional disciplinary action may be taken and the employee may be required to produce medical documentation for every future use of sick leave for a period of 12 months. When medical documentation is required it should contain a date and a clear indication that a person is or has been under the care of a healthcare provider.

d. Level four:

In the event that following level three above, the employee's absence continues to indicate concerns around continuity of instruction/operations, the employee will be subject to further disciplinary action up to and including dismissal.

Employees suffering from a serious medical condition as defined by the Family and Medical Leave Act (FMLA) 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.

Should a conflict arise between the language of this contract and state or federal law, the applicable laws will prevail.

15. Article XXVIII: Family and Medical Leave

Modify Section a.2 as follows:

2. Such leaves may be available:

- (a) To care for a newly born son or daughter, a newly adopted or new placed foster child; or
- (b) To care for a son, daughter, spouse or a parent who has a serious health condition; or
- (c) To deal with the employee's own serious health condition if the Employee is unable to perform the functions of his or her position.
- (d) For any "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces, or to care for a servicemember with a serious injury or illness if the employee is the servicemember's spouse, son, daughter, parent or next of kin.**
- (e) For any other reason specified by the Act.**

16. Article XXX: Duration

Renumber Article XXXII: Duration and modify as follows:

A. This agreement ~~will be effective as of July 1, 2016 and will continue and remain in full force and effect until June 30, 2019~~ **shall continue in effect through and including June 30, 2024 and shall thereafter automatically renew itself for successive terms of one (1) year, unless by October 1 next,**

prior to the expiration of the Contract here involved, or within thirty (30) calendar days after the signing of the Agreement, whichever is later, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract.

B. Before the Committee adopts a change in policy which affects wages or hours or conditions of employment, and which is not covered by the terms of this Agreement, and which has not been proposed by the Association, the Committee will notify the Association, in writing, that it is considering such a change. The Association will have the right to meet and discuss with the Committee, provided that it files such a request, in writing, with the Committee within five (5) days after receipt of said notice.

C. If any bargaining unit covering employees of the Pembroke School Committee negotiates a higher percentage increase in any year covered by this agreement higher than those reflected in this Agreement, the Union may elect to reopen this Agreement for negotiations on the issue of wages.

17. Article XXX: Sick Bank

Create new Article XXX: Sick Bank as follows:

Qualified bargaining unit members will be allowed to participate in the sick leave bank as set forth below:

Section 1:

The Sick Leave Bank (“Bank”) is for use by eligible bargaining unit members to be administered by a Sick Leave Bank Committee (“SLBC”) as set forth below. In order to be eligible to participate in the bank, an employee must donate personal sick leave to the bank in accordance with the procedure set forth below.

Section 2:

The maximum number of sick days which may be credited to the bank shall not exceed one hundred and fifty (150).

The Bank shall be administered by the SLBC consisting of one bargaining unit member and the Superintendent’s designee. Utilization of the bank shall be subject to the following conditions:

- a. Sick leave bank days may be granted only for the applicant’s personal serious medical condition;
- b. A bargaining unit member shall be eligible if he/she has at least ten (10) days of accumulated sick leave prior to the onset of the illness for which

days from the bank are sought and must have donated at least one (1) day to the Bank.

Effective September 1, 2021 all contributions from current Unit C bargaining unit members to the Unit D sick bank will be deducted from the Unit D sick bank and added to the Unit C sick bank.

As of September 1, 2021, all bargaining unit members shall have one and one half (1.5) days deducted from their personal sick leave and credited to the Sick Bank. As of September 1, 2022, all bargaining unit members who have contributed at least one and one half (1.5) days to the Sick Bank shall have an additional one and one half (1.5) days deducted from their personal sick leave and credited to the Sick Bank. As of September 1, 2023, all bargaining unit members who have contributed at least one and one half (1.5) days to the Sick Bank shall have an additional one and one half (1.5) days deducted from their personal sick leave and credited to the Sick Bank.

Any bargaining unit member hired after September 1, 2021 shall have one (1.5) sick day deducted from his/her personal sick leave and credited to the Bank at the start of his/her second year.

Any bargaining unit member who does not wish to participate in the Bank must notify the Human Resources office in writing of their desire not to participate in the Bank. Once an individual opts out of the Bank, that individual may not opt back in at any point in the future and any days that have been donated to the Bank from his/her personal accumulated sick leave shall remain in the Bank.;

- c. Complete usage of all accumulated or accrued sick leave;
- d. There must not have been any disciplinary action for sick leave abuse within the five (5) years prior to the application for sick leave benefits;
- e. A qualified physician's statement certifying the disability, illness or accident together with any appropriate medical evidence the SLBC deems relevant and necessary to its decision (to be submitted, preferably, with the application requesting bank days and renewal thereof; the SLBC may not act without submission of a physician's statement). All parties agree that such information shall be treated as highly personal and confidential and shall not be divulged to any persons other than the Superintendent, Sick Leave Bank Committee or designees.
- f. The initial grant shall not exceed thirty (30) days.

- g. Upon completion of the initial grant, additional grants shall require additional adequate medical evidence but no individual shall receive more than fifty (50) bank days in any five (5) year period.
- h. The SLBC shall furnish the School Committee with its written determination of eligibility detailing its considerations with respect to the above criteria prior to the grant of any sick days. The Association and the SLBC agree to meet with the School Committee to discuss any matter pertaining to the administration of the bank.

Section 3:

Any sick bank days granted but not used will be re-credited to the bank. No grants may be made for use in, or carried over to, future school years. All days not granted and/or re-credited to the bank at the end of a school year will be carried forward to subsequent school years.

Section 4

If during any school year the bank becomes depleted to twenty five (25) days or less, the SLBC shall inform the Committee so that it shall be renewed by further deduction of one (1) additional day from each eligible bargaining unit member covered by this agreement.

Section 5

The SLBC may, with the written mutual agreement of the School Committee, grant additional days beyond the maximums set forth above. The School Committee and the Pembroke Teachers Association may, at any time, amend the provisions of this Article by mutual written agreement.

18. Article XXXI: Health and Safety

Create new Article XXXI: Health and Safety as follows:

A. Safe Working Environment

The Committee and the Association recognize employees' right to a safe working environment, including the right to be free from threats of violence, and recognize the employer's obligation to provide a safe learning environment for all students and safe working environment for all staff, teachers, and paraprofessionals.

To this end, the District shall:

1. Meet annually with the Association to review and develop mutually agreed upon District-wide staff reporting forms and protocols on classroom safety issues including but not limited to:

- a. A form for recording verbal, emotional and/or physical abuse toward staff and/or other students;
- b. A form for tracking offenses, interventions, and consequences on an ongoing basis as each offense occurs;
- c. Protocols for returning students who have been removed from the classroom for verbal, emotional, or physical abuse toward staff and/or other students;

The initial meeting on this subject will be scheduled and occur no later than one month following ratification of this agreement. In subsequent years, this meeting will occur no later than October 1.

2. Provide annual training to all educators on the use and purpose of the staff reporting function(s);
3. Provide ongoing training to all staff who are assigned to work with students with identified mental health needs, including professional development and training on behavior management as needed;
4. Provide all staff who are assigned to implement Individualized Education Plans and/or 504 Plans with access to such plan(s) to the full extent allowable by law;

B. Student Related Incident Reporting/ Response:

1. Educators will report as soon as reasonably possible and in writing, to their respective Principals, all cases of workplace injury including but not limited to physical injury, incidents of sexual harassment, and/or threats of assault suffered by them in connection with their employment, including but not limited to any violations of the District's Acceptable Use Policy by which staff members are targeted.
2. A copy of such report will be forwarded by the Principal to the Superintendent within one business day and a copy redacted for information subject to FERPA and the Massachusetts Student Records Law will be shared with the Association President within one business day.

C. Personal Injury Benefits:

1. Whenever an educator is absent from school as a result of injury caused by a student 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.

2. 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 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 an 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 incident; 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

19. Appendix A: Wage Schedule

Modify as follows:

On July 1, 2021 all classifications will receive the general increase of 2.5% as shown in Appendix A.

On July 1, 2022 all classifications will receive the general increase of 2.5% as shown in Appendix A.

On July 1, 2023 all classifications will receive the general increase of 2.5% as shown in Appendix A.

	FY22 2.5% increase				
	Step 1	Step 2	Step 3	Step 4	Step 5
Day Custodian	\$22.14	\$24.01	\$25.21	\$26.42	\$26.94
Evening Custodian	\$23.44	\$25.46	\$26.73	\$28.00	\$28.56
Maintenance Custodian	\$23.14	\$25.09	\$26.35	\$27.56	\$28.12
WWT Operator	\$34.46	\$34.46	\$34.46	\$34.46	\$35.15
Bus Driver	\$28.68	\$28.68	\$28.68	\$28.68	\$29.25
Media Tech	\$23.82	\$25.24	\$26.42	\$27.54	\$28.11
Secretary	\$23.03	\$24.93	\$26.15	\$27.32	\$27.89

	FY23 2.5% increase				
	Step 1	Step 2	Step 3	Step 4	Step 5
Day Custodian	\$22.69	\$24.62	\$25.84	\$27.08	\$27.62
Evening Custodian	\$24.03	\$26.09	\$27.40	\$28.70	\$29.27
Maintenance Custodian	\$23.72	\$25.72	\$27.01	\$28.25	\$28.82
WWT Operator	\$35.32	\$35.32	\$35.32	\$35.32	\$36.03
Bus Driver	\$29.39	\$29.39	\$29.39	\$29.39	\$29.98
Media Tech	\$24.42	\$25.87	\$27.08	\$28.22	\$28.81
Secretary	\$23.61	\$25.55	\$26.80	\$28.00	\$28.59

	FY24 2.5% increase				
	Step 1	Step 2	Step 3	Step 4	Step 5
Day Custodian	\$23.26	\$25.23	\$26.49	\$27.75	\$28.31
Evening Custodian	\$24.63	\$26.75	\$28.08	\$29.42	\$30.00
Maintenance Custodian	\$24.31	\$26.36	\$27.69	\$28.95	\$29.54
WWT Operator	\$36.21	\$36.21	\$36.21	\$36.21	\$36.93
Bus Driver	\$30.13	\$30.13	\$30.13	\$30.13	\$30.73
Media Tech	\$25.03	\$26.52	\$27.75	\$28.93	\$29.53
Secretary	\$24.20	\$26.19	\$27.47	\$28.70	\$29.30

All differentials except head custodian and kitchen cleaning are incorporated in the rates set forth below.

Employees must complete a full year of continuous service before they can advance from one step to the next step.

The cut off for advancing on the salary schedule (wage schedule) to the next step shall be July 1, of each year. Any employee who has completed six (6) months or more continuous service prior to July 1 cut off date shall advance to Step 2 on July 1. An employee, who has not completed six (6) months or more of continuous service as of July 1, must remain on Step 1 until the next July 1 date before advancing to Step 2.

Media technicians who hold a network or support certification will be paid a differential of 1% of their base pay.

Effective July 1, 2012, the network administrator shall receive an annual stipend of \$7,500. Said stipend shall not be continued beyond June 30, 2015 unless agreed upon by the parties.

WHEREFORE, the Committee and the Association have caused this **MEMORANDUM OF AGREEMENT** to be executed by their duly-authorized representatives, subject to ratification by the membership of the Association's Unit D bargaining unit and the full School Committee, this _____ day of September 2021.

Pembroke School Committee

Pembroke Teachers Association

By _____
Chairperson

By _____
President