

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

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Pembroke Teachers Association, Unit E (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 IV: General Provisions / Work Day / Work Year**

Modify Section 6 as follows:

When the Head Cook is absent for any reason, a helper will be assigned the duties and responsibilities of the Head Cook. The helper will be compensated for the assignment by receiving the Head Cook’s hourly rate of pay **for each hour worked as Head Cook** but at the helper’s current step on the wage scale. If the helper is assigned the duties and responsibilities of the Head Cook for five or more consecutive work days, the helper shall also receive the monthly Head Cook stipend on a pro-rata basis.

Add new Section 8 as follows:

When additional work hours are available, they shall be offered and distributed on an equitable voluntary basis to all qualified members of the bargaining unit. No member of the Unit E bargaining unit shall be responsible for determining the distribution of available work hours or communicating the assignment of such hours.

3. Article VII: Sick Leave

Modify Section 1 as follows:

Sick Leave. Cafeteria workers absent during the school year because of personal illness, disability, or quarantine, and reported in accordance with procedures established by the Superintendent of Schools, shall receive full pay for fifteen (15) days of such absence during the school year. These days shall be earned at the rate of one and one half days per month during the school year. Unused sick leave may be carried over and accumulated up to one hundred and ninety-five (195) days. The accumulated sick leave days may be used only upon the exhaustion of the cafeteria worker's current year pro-rata accumulation. Fifty percent (50% of accumulated sick leave will be paid at the time of retirement and provided the employee has completed ~~twenty (20)~~ **fifteen (15)** years of **continuous** service.

Modify Section 3 as follows:

In addition to absences for personal illness or injury, cafeteria workers will be entitled to a maximum of five (5) days' leave per year per employee, to be deducted from sick leave, to be used when serious illness of a member of the immediate family or a member of the permanent household requires personal care by the cafeteria worker. **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. For such leave, a statement of circumstances shall be submitted by the cafeteria worker to the Superintendent or his/her designee. For the purposes of this subsection, "immediate family" shall be the same as defined as in Bereavement Leave below. One of the five family sick days may be used in ½ day increments. The standards for the usage of these ½ days will be the same as the standards utilized for personal days.

4. Article IX: Bereavement Leave

Modify as follows:

Five (5) working 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) working 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, child, grandchild, mother, father, parent-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandparent-in-law, aunt, uncle, niece, nephew, or spouse's aunt,

uncle, niece or nephew, **cousin**, 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.

5. Article XVII: MTA Delegates

Modify as follows:

The Committee shall grant one (1) day's leave of absence, with pay, minus the cost of a substitute for up to **eight (8)** ~~six (6)~~ elected delegates to attend the Massachusetts ~~Teachers Cafeteria workers~~ Association Annual Meeting. The Association will reimburse the delegate(s) for the cost of hiring a substitute. Members of the cafeteria worker bargaining unit may be elected by the PTA to serve as one or more of the six delegates, however, no more than ~~six~~ **eight** PTA members employed by the Pembroke Public Schools shall be granted leave for this purpose.

6. Article XIII: Longevity

Modify as follows:

~~Permanent cafeteria employees shall be paid \$200.00 for longevity after ten (10) years of consecutive service payable at the beginning of the ensuing school year.~~

~~Permanent cafeteria employees shall be paid \$250.00 for longevity after fifteen (15) years of consecutive service payable at the beginning of the ensuing school year.~~

Permanent cafeteria employees shall be paid \$750.00 for longevity after ten (10) years of consecutive service payable at the beginning of the ensuing school year.

Permanent cafeteria employees shall be paid \$800.00 for longevity after fifteen (15) years of consecutive service payable at the beginning of the ensuing school year.

Years of consecutive service shall include years employed in the Silver Lake Regional School District.

7. Article XVIII: Extended Leaves of Absence

Modify Section A as Follows:

MATERNITY PARENTAL LEAVE

1. A leave of absence, without pay or increment, ~~may~~ **shall** be granted for ~~maternity~~ **parental** purposes to ~~female~~ cafeteria worker employees on the terms and conditions set forth herein.

2. A ~~pregnant~~ cafeteria worker 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 ~~female~~ full-time cafeteria worker who has completed three (3) years of continuous service may be granted an extended ~~maternity~~ **parental** leave without pay or increment but with entitlement to 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 female full-time cafeteria worker who has been employed by the Pembroke School System for at least three (3) consecutive months shall be granted a Massachusetts Statutory ~~Maternity~~ **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.

3. The provisions of Option A are as follows:
 - a. The duration of such ~~maternity~~ **parental** leave shall be for a period of less than ~~one (1)~~ **two (2)** years from the date of its commencement.

 - b. At the time the employee requests his/her ~~maternity~~ **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 one (1) year 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.

4. The provisions of Option B are as follows:

- a. The duration of such ~~maternity~~ leave shall not exceed eight (8) weeks from the date of its commencement.
- b. At the time the employee requests ~~her maternity~~ leave as heretofore described, ~~she~~ **the employee** shall select and notify, in writing, the Superintendent of ~~her~~ **the** 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, ~~she~~ **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.

Modify Section D.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.

Add new Section N as follows:

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.

8. Article XXIII: Wage Scale

On July 1, 2021 all classifications will receive the general increase of \$0.60 as shown.

On July 1, 2022 all classifications will receive the general increase of \$0.60 as shown.

On July 1, 2023 all classifications will receive the general increase of \$0.65 as shown.

2021-2022
\$0.60 increase

CAFETERIA WORKER WAGE SCALE

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Food Service Staff	\$15.98	\$16.69	\$17.68	\$18.81
Head Cook	\$17.86	\$18.98	\$19.92	\$22.14
Head Cook Stipend	\$169.80			

2022-2023
\$0.60 increase

CAFETERIA WORKER WAGE SCALE

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Food Service Staff	\$16.58	\$17.29	\$18.28	\$19.41
Head Cook	\$18.46	\$19.58	\$20.52	\$22.74
Head Cook Stipend	\$170.40			

2023-2024

\$0.65 increase

CAFETERIA WORKER WAGE SCALE

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Food Service Staff	\$17.23	\$17.94	\$18.93	\$20.06
Head Cook	\$19.11	\$20.23	\$21.17	\$23.39
Head Cook Stipend	\$171.05			

9. Article XIX: Reduction in Force

Modify Section C as follows:

In determining which of its cafeteria workers are to be laid off to accomplish any such reduction of positions, **equally qualified** employees will be laid off in the order of their seniority as employees of the Committee, those of least seniority to be laid off first. **In the event a less senior employee possesses superior qualification(s) which the Committee determines are directly applicable and necessary for the position being reduced, the Committee shall notify the Association in writing of intent to retain the less senior employee. In such case, the next least senior employee shall be laid off.**

Modify Section F as follows:

Members of the bargaining unit who have been laid off due to a reduction in personnel shall be ~~seriously considered~~ **given first refusal** for vacancies **for which they are qualified** which may occur in positions within the bargaining unit for a period of twenty-four (24) months following the date of the lay off. During this twenty-four (24) month period, cafeteria workers who have been laid off shall be given consideration for substitute work, if they so desire. During this recall period an employee will be notified by certified mail, addressed to his/her last address of record, **as well as electronic mail, addressed to his/her last personal email on record with the employer**, of the Committee's intent to recall him/her. An employee must notify the Superintendent in writing of his/her acceptance of an offer of recall within ~~fifteen (15)~~ **seven (7) business** days from the date of his/her receipt of said certified mail. An employee' failure to so notify the Superintendent of his/her acceptance of any such offer or his/her failure, after accepting any such offer, to report for duty on the date indicated shall terminate his/her recall rights, notwithstanding the fact that the period of recall has not expired. The School Committee shall use the same criteria as stated in Paragraph C when determining which laid off cafeteria worker, if any, is to be recalled.

10. Article XXIV: Duration

Re-number as Article XXVII: Duration and modify as follows:

- A. This Agreement shall continue in effect through and including June 30, 2019 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.

11. Article XXIV: Review of Sick Leave

Create new Article XXIV: Review of Sick Leave as follows:

- 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.

12. Article XXV: Professional Development

Create new Article XXV: Professional Development as follows:

Cafeteria workers will be reimbursed for tuition and registration costs for courses granting at least two (2) credits and/or for the costs of pre-approved professional development activities outlined below, up to a maximum of \$1,200 or the cost (tuition and fees) of one three-credit course at Bridgewater State College, whichever is greater, per contractual year per individual, provided such credit(s) are earned in an approved area subject to the following conditions:

1. In order for a course to be reimbursable, the course must be given the prior approval of the Superintendent of Schools

2. All course work must be taken at colleges and universities accredited by a regional or national accrediting association. However, special courses may be taken at other institutions subject to prior approval of the Superintendent of Schools.

3. No reimbursement shall be made until an official transcript of the course and semester hours earned is received from the institution by the Superintendent of Schools. No reimbursement shall be made unless a Grade of B or 3.0 is obtained in said course. In those cases where institutions' grading system is on a pass-fail basis, a pass grade shall satisfy the requirement of this section.

4. The total payments made by the Committee pursuant to the provisions of this Article shall under no circumstances exceed the sum of nine thousand dollars (\$9,000) during any one contractual year.

13. Article XXVI: Health and Safety

Create new Article XXVI: 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

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 _____

By _____

Chairperson

President