This document from the WTA is intended as a package settlement proposal for the nurse bargaining unit. Language highlighted in green is, for the parties reference, already agreed to. Any individual proposals with. in this draft MOA are contingent on the acceptance of the document as a whole. Delivered to the school committee on 3/26/26.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Winthrop School Committee ("Employer") and the **Nurse Chapter** of the Winthrop Teachers Association ("Union"), collectively the Parties ("Parties").

RECITALS

1. The Employer and the Union are parties to a Collective Bargaining Agreement for the period of September 1, 2022 through and including August 31, 2025.
2. The duly-authorized representatives of the Employer and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement.
3. Said representatives of the Employer and the Union have, subject to ratification by the membership of the Employer and the Union, agreed to a successor Collective Bargaining Agreement for the period of September 1, 2025 through August 31, 2026 and a successor Collective Bargaining Agreement for the period of September 1, 2026 through August 31, 2029.
4. The Parties agree to integrate the changes set forth herein into a single merged Collective Bargaining Agreement.

AGREEMENT

In consideration of mutual promises and covenants set forth herein, the Parties, subject to ratification, hereto agree as follows:

1. PRIOR AGREEMENT & DURATION

a. The Collective Bargaining Agreement in effect for the period September 1, 2021 through and including August 31, 2024, shall be in full force and effect for the period September 1, 2025 through and including August 31, 2026 and for the period of September 1, 2026 through August 31, 2029, except as modified by this MEMORANDUM OF AGREEMENT.
b. The changes set forth herein are effective September 1, 2025 unless otherwise specified.

2. **HOUSEKEEPING UPDATE.** MOA Language.

   Fix any typographical errors discovered during the proofreading of the new collective agreement by mutual consent. Fix any formatting inconsistencies by mutual consent. Remove any anachronistic language by mutual consent. Incorporate, or include as appendices, any relevant agreements by mutual consent.

3. **ALIGNMENT OF CONTRACTS.** MOA Language.

   Upon the creation of a merged and updated Collective Bargaining Agreement, the parties may, by mutual consent, align the agreements of the four Union bargaining units so that common provisions are placed in the same order within the agreements, and so that language on similar provisions are aligned.

4. **BEREAVEMENT LEAVE.** Amended Provision.

   Replace Article 15

   Employees may be allowed up to five days leave of absence, to be taken within thirty (30) days, without loss of pay, on account of a death in the immediate family. The thirty (30) day timeframe may be extended with the approval of the superintendent. Days need not be consecutive. Immediate family is interpreted as meaning mother, mother-in-law, father-in-law, child, step child, foster child, domestic partner, husband, wife, brother, sister, grandparents, grand children or any person permanently living in the same home as the employee at the time of death.

   This provision includes loss due to an employees' miscarriage or still birth, or the misscarriage or stillbirth of the employee's spouse or domestic partner. The superintendent at their discretion may request a doctor's certificate.

   An absence of two (2) days may be granted applicable to the grandparents of an employee's spouse.

5. **CALENDAR CONSULTATION.** New Provision.

   The Union will be consulted in preparation for the annual school calendar, but it is acknowledged that the final decision in this regard must rest with the Administration (with the approval of the School Committee). The Employer will provide the Union with at least two (2) weeks notice prior to this consultation occurring.

6. **RESPECTFUL WORK ENVIRONMENT.** New Provision.

The Employer and the Union agree that the work environment shall be characterized by mutual respect for the common dignity to which all employees are entitled

7. **UNION ORIENTATION.** New Provision.

1. **Prior to the start of each school year on one of the two (2) days before the students are in the buildings the employer will provide one (l) hour of Union Meeting time for the Union officers or representatives to meet with all members of all bargaining units represented by the Union and all potential bargaining unit members. The meeting with all units will occur simultaneously. The one (l) hour of meeting time shall occur during the regular workday and space at the High School shall be provided to hold the meeting. The Union can 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, and provide benefit services and consultation, and other Union activities. No management personnel shall attend the meeting without the approval of the Union.**

2. **Should a new hire orientation for bargaining unit employees be held, The union shall be given no less than thirty (30) minutes of time to meet with new hires during such orientation. No management personnel shall attend the meeting without the approval of the Union.**

3. **The Union shall be granted time to convene a new hire orientation meeting every other month during the school year, on a building by building basis at each building. The meeting shall be scheduled in collaboration with the building Principal. The meeting will occur at an agreed upon time. The Union will be given thirty (30) minutes of time to meet with new hires during this meeting without management personnel in attendance without the approval of the Union. If no new employees have been hired since the previous orientation, or if the orientation is waived by the Union, the orientation meeting will be cancelled. These orientation meetings will be combined for all bargaining units represented by the Union.**

8. **BILINGUAL JOB POSTINGS.** New Provision

Job postings shall be posted, whenever possible, in both English and in Spanish. If the posting is not fully translated, the Employer shall provide an abbreviated version of

the posting in Spanish. The postings shall set forth the qualifications, requirements, duties, number of hours, salary range and other pertinent information.

9. **UNION RIGHTS.** Amended Provision.

Replace Article

1. **The District shall provide the union access to individual employees in the bargaining unit on school premises during the workday to investigate and discuss grievances. workplace-related complaints and other workplace issues with advance notice and provided it does not interfere with work or disrupt the operations of the building or the School Department. The District shall provide the union access to members of the bargaining unit on school premises to conduct worksite meetings during lunch breaks and other non-work breaks and before and after the workday on the employer's premises to discuss workplace issues, collective bargaining negotiations, the administration of collective bargaining agreements. other matters related to the duties of an exclusive representative and internal union matters involving the governance or business of the employee organization.**

2. **Union notices may be posted on school bulletin boards located in the teachers' room if the notice is signed by an authorized representative of the Union and concerns official union-related matters including but not limited to important updates and notices. announcements of recreational or social activities: announcements of elections, appointments, results of elections: meetings: or professional matters.**

3. **The Union shall have the right to use the email system of a public employer to communicate with bargaining unit members regarding official union-related matters including, but not limited to, elections. election results, meetings and social activities provided, however, that the use does not create an unreasonable burden on network capability or system administration.**

4. **The Union may prepare, at no cost, to the Town. communications relating to the conduct of the Union and may distribute these through teachers' mailboxes to people covered by this Agreement.**

5. **No surveys of students' progress will be distributed by the Union unless prior approval has been obtained from the superintendent.**

6. **The- employer will not release any personal contact information of any employee to any third party unless required by law or court order.**

7. **The Employer shall send a monthly report to the WTA outlining the changes in status and work location. For purposes of this article, status shall be defined by events including, but not limited to, retirement, leave of absence, termination, resignation, job classification, title and promotion.**

8. **Not later than ten (10) days after a new employee is hired the Employer shall provide the following information to the Union in spreadsheet format or other format agreed to by the Union:**
    a. **Name of employee (print-last name, first, middle)**
    b. **Identification No. (Social Security or other)**
    c. **Home Address (street and number) (City and State) (Zip Code)**
    d. **Work site location;**
    e. **Work telephone number;**
    f. **Home and personal cellular telephone number on file with the Employer;**
    g. **Date of Hire.**
    h. **Work email address;**
    i. **Personal email address on file with the Employer.**

9. **Upon signing of this agreement, and updated quarterly thereafter, if necessary, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include all information cited in the above section. The Union reserves its right to request any information that is reasonably necessary for the Union to carry out its obligations as the exclusive bargaining representative.**

10. **RELIGIOUS HOLIDAYS.** New Provision.

Employees shall be granted religious leave of up to three (3) days per year, not deducted from any accrued time, with prior notice to the employer. Religious leave need not be consecutive days. A religious holiday shall be defined as a day when an absence from work is required to properly comply with the tenets of one's religion. The Superintendent may limit the number of religious holidays granted on any given school day to ten percent (10%) of bargaining unit employees.

11. **PAID FAMILY FMLA.** New Provision.

Employees shall be able to use accrued sick leave up to forty-five (45) days in order to receive pay during an FMLA leave taken for the care of a family member. This leave shall be inclusive of the employee's annual allotment of sick days available for the care of family members.

12. TIME FOR PROFESSIONAL DEVELOPMENT. New Provision

Required professional development and training will be scheduled during the workday as determined by the building Principal or Administration. Employees will not be expected to complete other work assignments concurrently with professional development or training.

13. PRESCHOOL. New Provision.

Each year, one third (⅓) of seats available in the WPS Early Childhood Education program shall be reserved for the children of WTA bargaining unit employees (teachers, nurses, ESPs, secretaries). If more bargaining unit employees seek enrollment than seats available, there will be a lottery amongst the bargaining unit employees. If fewer bargaining unit employees seek enrollment than seats available, those seats may be offered to the general public.

14. SCHOOL SAFETY. New Provision.

The Committee and the Union recognize all employees' right to a safe working and learning environment, including the right to be free from threats of violence, and recognize the parties' obligation to provide a safe working environment.

15. PROFESSIONAL DEVELOPMENT. New Provision

The Union will be advised of professional development offerings as soon as practicable, but it is acknowledged that the final decision in this regard must rest with the Administration. During all curriculum and professional development, all employees shall have access to relevant, high-quality professional development. Teachers may make a request to the Principal to attend an alternative professional development opportunity. The Principal may approve or deny the request and the final decision is not subject to grievance arbitration.

16. DIRECT DEPOSIT. New Provision.

All employees will be required to enroll in direct deposit effecting all payroll checks

after the first live check of the school year,

17. PARENTAL LEAVE. New Provision.

Employees who have been employed for at least one school year, regardless of status as a birth parent or non-birth parent, shall be eligible for a parental leave of absence of up sixty (60) school days following the birth or adoption of a child, or the placement of a child up to the age of eighteen (18) in the home of the employee.

a. **Parental leaves of absence may be extended beyond sixty (60) school days with the approval of the Superintendent.**

b. **The first sixty (60) school days of parental leave shall be paid leave, not to be deducted from any accrued sick or personal leave. Leave does not need to be split between parents if both are employed by WPS. This portion of parental leave shall run concurrently with FMLA leave unless there is a second qualifying event.**

c. **Parental leaves of absence shall pause during any school vacations, and shall resume when school returns to session.**

d. **Remaining leave, if approved by the Superintendent, shall be unpaid.**

e. **The employee shall provide the employer with their anticipated date of return prior to the start of their leave, if practicable. If the employee intends to amend their anticipated return date, they shall notify the employer no later than four (4) weeks prior to the initial return date. Reasonable accommodations will be made for medical events which arise within four (4) weeks of the anticipated return.**

18. JOB DESCRIPTIONS. New Provision.

Employees shall be provided with a written job description for their position or directed to a digital location where the relevant job description can be accessed.

19. BILINGUAL DIFFERENTIAL. New Provision.

Effective the 2026 school year, Any employee who is asked to perform either written or verbal translation services shall do so on a voluntary basis. If an employee performs written or verbal translation services outside of their assignment, they shall be paid fifty dollars ($50) for any portion of an hour spent performing such services.

This compensation shall be in addition to their regular rate of pay.

20. FAMILY SICK LEAVE. New Provision.

It is understood that sick leave may be used for the personal illness, injury or medical appointment, or for the illness, injury, or medical appointment of an immediate family member or family member in the care of the employee.

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21. RELEASE TIME. New Provision.

If a non-teacher is elected Union president shall receive a minimum of one (1) hour of release time each day in order to conduct Union business. A schedule for release time shall be mutually developed and agreed upon by the Union President and their building Principal, with the approval of the superintendent, before the start of the school year or upon the employee's assumption of the role of President.

22. LEAVE EQUITY. Amended Provision.

Article 12(2)

Sick leave not used in any school year may accumulate from year to year up to a maximum of **two hundred (200)** ~~one hundred eighty two (182~~) days as of the first official day of any school year (plus any additions under Personal Leave, Section 1).

23. ACADEMIC CREDENTIALS. New Provision.

With the written approval of the Superintendent, credits earned beyond the initial thirty (30) credits for a Master's degree may be applied toward advancement on the pay scale.

- **A. Additional credits will only be considered for advancement on the pay scale if the degree program required more than 30 credits.**
- **B. Requests to consider such credits must be submitted in writing with a transcript.**
- **C. In order to qualify for advancement on the payscale, credits must be directly relevant to the teacher's job responsibilities in Winthrop Public Schools or the degree necessary for the teacher's role in Winthrop Public Schools.**
- **D. The Superintendent has sole discretion to determine whether such credits meet the stated conditions to qualify for advancement. Such discretion will not be applied arbitrarily or inequitably.**

24. CLASSROOM/WORKSPACE SETUP. New Provision

All employees shall be provided with a total of six (6) hours of time within the first two (2) days of a contractual school year, during the workday, to set up their classrooms, and workspaces prior to the start of the student's first day of school. The time does not need to be contiguous, but should be in blocks of no less than two (2) hours.

25. OVERFLOW REPORT. New Provision

Employees who are required to write reports shall have sufficient time built into their schedules to complete the report writing in a timely manner.

26. COMPENSATION.

Year 1

New top step added at $64,000

Year 2

New top step added at $68,000

Year 3

Place on base wage column (column 1) of teacher scale at the wage that is closest to 3% above $68,000 (i.e., step 4 in this proposal)

Year 4

Advance to step 5 of the base wage column of teacher scale.

Longevity amount effective year 2

Years	Amount
5	$500
10	$1200
15	$1600
20	$2000
25	$3000