This document from the WTA is intended as a package settlement proposal for the ESP 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 **ESP 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 9(1)(C)

   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, father0in0law, 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 13

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

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

6. **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.**

7. **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. **Home Address (street and number) (City and State) (Zip Code)**
    c. **Work site location;**
    d. **Work telephone number;**
    e. **Home and personal cellular telephone number on file with the Employer;**
    f. **Date of Hire.**
    g. **Work email address;**
    h. **Personal email address on file with the Employer.**

8. **Upon signing 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 reasonable 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 whicha rise 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.** Amended Provision

Article 8(3)

ESPs may use a maximum of **fourteen (14)** ~~ten (10)~~ days of sick leave per school year in order to address family illness.

Family Illness Days can be utilized to care for a sick or injured child, parent, spouse or member of the immediate household.

The Family Illness Days shall be deducted from the annual allotment of sick days granted to ESPs at the beginning of each school year in section 2. If an ESP has used sick time in the school year prior to the need for Family Illness Days the ESP shall be limited to the remaining days in the annual allotment.

Family illness sick days cannot be rolled over from year to year. Any unused sick leave may be accumulated under section 1.

Family Illness Days may not be used immediately before or after leave taken for parental leave or family medical leave.

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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. LEAD ESP. Amended Provision.

The Lead ESP position shall be appointed for a term of two (2) academic years unless the building principal determines that the incumbent is not meeting the expectations of the role as outlined in Appendix TBD. If such a determination is made, the principal shall inform the impacted employee, in writing, with their decision and rationale.

23. PARA TO TEACHER PIPELINE. New Provision.

a. **The Employer shall make best efforts to allow bargaining unit members to complete their teaching practicum while continuing to work in their regular assignment. This effort is subject to the teaching practicum being in the employee's current classroom assignment, the university/college allowing for the employee to complete the practicum in their current status as a paid employee, and does not cause the school district to incur any cost to cover any**

duty or assignment otherwise covered by the employee.

b. **Bargaining unit members with a minimum of five (5) years of service who obtain the qualification necessary for a certified teaching position shall be given preference in the hiring process for teaching positions unless another applicant possesses substantially superior qualifications. The final decision to hire is at the discretion of the Employer and not subject to grievance and arbitration.**

c. **Bargaining unit members who have requested and been approved for a one year leave of absence to pursue their teaching certification, will not have their ESP seniority date impacted if they return to the ESP unit upon the conclusion of the one year leave of absence.**

d. **Bargaining Unit members who move into a teaching position within Winthrop Public Schools and are subject to a reduction in force prior to achieving Professional Teacher Status (PTS) shall be placed on the ESP recall list in accordance with Article 19(3) and shall be entitled to the next available bargaining unit position under those terms.**

24. MEETING TIMES. New Provision.

Employees will not be required to be present at any regularly scheduled meetings within ten (10) minutes of the start of their contractual day In emergent situations, the Superintendent may schedule necessary meetings.

25. LEAVE EQUITY. Amended Provision.
Article 8(1)

Sick leave for educational support personnel shall be fourteen (14) days effective on the first day of school each year. Sick leave may be accumulated up to **two hundred (200)** ~~170~~ days per year. Except in extenuating circumstances ESP's will call in sick by 7:00 am.

26. SUBSTITUTE DIFFERENTIAL. Amended Provision.

Educational support personnel who serve as substitutes for teachers shall receive twenty ($20) dollars per hour for full or partial periods of substituting. **Effective SY26-27, this rate will be increased to twenty-five dollars ($25.00) per hour. Effective SY27-28, this rate will be increased to thirty dollars ($30.00) per hour. Effective SY28-29, this rate will be increased to thirty-five dollars ($35.00) per hour.** Partial periods substituting can be added together to make a full period with the approval of the building principal/ administrator. This compensation will be over and above their regular daily pay. An ESP who works in a classroom that is in need of

coverage will be given first opportunity to substitute, upon the discretion of the building principal.

27. TRANSFERS. New Provision.

Except in extraordinary circumstances, involuntary transfers between worksites shall be conducted in order of seniority. The least senior employee at an impacted worksite will be transferred first, unless a more senior employee voluntarily accepts the transfer.

28. COMPENSATION.

Year 1:

3% GWI

Years 2-4:

3% GWI
Delete Bottom Step
Add top stop +3%

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