PSC Initial Responses July 8, 2025

PROPOSED CHANGES TO THE AGREEMENT BETWEEN THE PEMBROKE SCHOOL COMMITTEE AND THE PEMBROKE TEACHERS ASSOCIATION, UNIT E

[All Current Proposals]

June 18, 2025

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The Pembroke Teachers Association proposes that the Unit E Collective Bargaining Agreements (CBAs) between the Pembroke Teachers Association (Association) and the Pembroke School Committee (Committee), currently in effect from July 1, 2024 through June 30, 2025, remain unchanged except detailed below. All changes are effective July 1, 2025.

[In modified text, deletions are denoted by strikethrough and additions are denoted by bold underline.]

PTA #1) (E7) amend Article IV General Provisions / Work Day and Work Year as follows:

- **A.** All <u>cafeteria workers</u> <u>Members</u> are directly responsible to the School Administration or designee.
- **A.** The work year for cafeteria workers Members shall be 180 days plus two (2) in-service days.
 - 1. The district shall inform cafeteria workers <u>Members</u> when the two <u>(2)</u> in-service days will be scheduled prior to the end of the preceding school year.
 - 2. Members shall be paid for each of the two (2) in-service days.

Members shall have the right to claim additional training hours on a timesheet if they are participating in regulatory and/or district-mandated training(s) outside of normal work hours, with prior approval from the Superintendent or their designee.

Demonstrably required hours shall not be unreasonably denied.

Hold for discussion and clarification

A. Cafeteria workers are responsible for all duties connected with their employment in and around the cafeteria and kitchen, or in any other area so designated by the school administration.

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- **A.** Every effort will be made to give cafeteria employees Members 48-hours notice prior to a function being held. In the event of less than 48-hours notice, it is understood that quality of food may suffer, and variety may be limited.
- **A.** A full-time <u>employee Member</u> is one whose normal work week consists of six **(6)** hours a day or more five **(5)** days per week or its equivalent.
 - 1. Any employee Member called back after the end of the shift will be paid three-hour minimum regardless of the number of hours actually worked.
 - **2.** Any employee <u>Member</u> called in earlier, whose shift is extended without a break will be paid actual time worked, <u>including for the missed break time</u>.
 - **3.** Any employee Member scheduled to work five (5) or more hours in a day shall receive one a thirty (30) minute paid break during the that work day.
 - **4.** Any <u>employee Member</u> scheduled to work between three (3) to five (5) hours in a day shall receive <u>one a fifteen (15) minute</u> paid break during the that work day.
 - 5. Any employee Member scheduled to work fewer than three (3) hours in a day may shall receive one a fifteen (15) minute paid break during the that work day if time allows.
 - 6. If a break time is missed due to work demands, Kitchen Managers shall record the missed break time as additional time on the weekly payroll for submission to the Director of Food Services.
 - **7.** When school is canceled after the student school day begins, a full day's pay will be granted.
 - 8. When school is canceled due to snow inclement weather, any bargaining unit Member who had reported to work before school was canceled will shall be paid for three (3) hours of work.
 - 9. 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 (5) or more consecutive work days, the helper shall also receive the monthly Head Cook stipend on a pro-rata basis.
 - **10.** Cafeteria workers are not responsible for taking deposits to the bank.
 - 11. 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. Additional work hours shall be offered and distributed on an equitable voluntary basis to all qualified and able Members. In order to ensure fairness, distribution of these hours shall be determined based on seniority, regardless of a Member's permanent kitchen placements.
 - a. Maintaining Unit E staffing shall be a priority to ensure continuity and efficiency in kitchen operations. Every effort shall be made to fill the

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- <u>available hours with Unit E Members, whenever permanent personnel</u> are absent and unable to fulfill their duties.
- a. If hours cannot be covered by any Unit E Member a substitute worker shall be assigned, whenever possible, to complete the duties of the absent personnel. Substitutes should be considered only after all Unit E members have been exhausted as potential replacements.
- 2. 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.
- **4**. Movement from one step to another is not automatic but based upon the recommendation of the School Administration and/or the Superintendent of Schools.

Hold for discussion and clarification

PTA #2) (E8) amend Article VI Personal Days to align with common proposal on personal days:

PTA #3) (CDE5) move the following from **VII Sick Leave** to a new Article **"Perfect Attendance Bonus"** and amend as follows:

Attendance Bonus. Employees who are not absent except for jury duty and/or bereavement leave for the first 60 school days will receive a \$100.00 bonus in the pay period next following the 60th school day. Employees who are not absent except for jury duty and/or bereavement leave from the 61st school day through the 120th school day will receive a \$100.00 bonus in the pay period next following the 120th school day. Employees who are not absent except for jury duty and/or bereavement leave from the 121st school day through the end of the work year will receive a \$100.00 bonus in the last pay check of the school year. The maximum award under this provision in any school year shall be \$300.00 per employee.

- A. Perfect Attendance shall be defined as no absences other than for vacation, jury duty, and contractual bereavement leave in each of the periods set forth below.
- B. One personal day per time period defined in Section D shall not count as an absence for the purposes of determining perfect attendance.
- C. Absence for additional personal day(s) shall count against perfect attendance in the three (3) month period where such day(s) are used.
- D. Members shall receive a bonus of two hundred and fifty dollars (\$250.00) Counter (\$150) for perfect attendance during the periods of:
 - 1. September 1 November 30
 - 2. December 1 Last Day of March

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- 3. April 1 Last Contractual Work Day
- E. The maximum amount which may be awarded to any Member in any fiscal year is seven hundred and fifty dollars (\$750.00) (counter (\$450).

PTA #4) (E4) amend Article XII Service Bonus as follows:

Service Bonus						
Years of Service	Current Vacation Period Granted	Proposed				
2	2 days	2 days				
3	3 days	3 days				
4	4 days	4 days				
5 through 9	5 days	5 days				
10 through 14	_	10 days				
15 <u>through 19</u>	10 days	15 days				
20 through 24	_	20 days				
25 through 29	_	25 days				
<u>30+</u>	_	30 days				

Reject

PTA #) (E3) amend Article XIII Longevity as follows:

- A. Permanent cafeteria employees shall be paid for longevity after ten years of consecutive service at the beginning of the ensuing school year
- A. Permanent cafeteria employees shall be paid \$800.00 for longevity after years of consecutive service at the beginning of the ensuing school year

Members shall receive the following compensation for their service:

Years of Completed Service	Longevity Payment	
1 through 5 years	5 x per diem rate +\$450.00	

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<u>6 years</u>	6 x per diem rate +\$450.00		
<u>7 years</u>	7 x per diem rate +\$450.00		
8 years	8 x per diem rate +\$450.00		
<u>9 years</u>	9 x per diem rate +\$450.00		
10 years	10 x per diem rate +\$550.00		
11 years	11 x per diem rate +\$550.00		
12 years	12 x per diem rate +\$550.00		
13 years	13 x per diem rate +\$550.00		
14 years	14 x per diem rate +\$550.00		
<u>15-19 years</u>	15 x per diem rate +\$600.00		
20 years +	20 x per diem rate +\$650.00		

- **B.** Years of consecutive service shall include years employed in the Silver Lake Regional School District.
- C. <u>Longevity payments shall be made in a separate deposit no later than June 30 of</u> the year in which they have been earned.

Reject

PTA #5) (E5) amend Article XV Section A as follows:

Each cafeteria worker will receive a written job description prior to their annual review.

1. <u>Each Member shall receive a hard copy of their job description at the beginning of the school year and again prior to their annual review.</u>

Job descriptions are on the District website

2. Any changes and additions to be made to a Member's job description are a mandatory subject of bargaining and must be negotiated with the Association.

Reject. The District determines the duties and responsibilities for all positions within the District. In the event that a job description is mended or altered the job duties of apposition, the District will notify the Association of said changes and will provide the Association the opportunity to request to bargain any impact said changes or alterations may have upon a term and condition of employment.

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3. If changes to their job description are agreed to by the parties during the course of a school year, the Member shall be notified verbally and in writing of those changes, and a new copy of their job description shall be provided within one (1) calendar week of the change.

See above

PTA #6) (E1&E2) amend Article XXIII Wage Scale as follows:

Improvements to the Wage Scale

- 10% increase each year (total 30% increase over three years) for Food Service Staff
- Adjustment of Food Service Manager hourly rate to reflect a 20% supplement over the hourly rate for Food Service Staff
- Permanent full-time and part-time Members shall receive three hundred dollars (\$300.00) annually as an allowance for work clothing and work shoes.

Counter: paid upon submission of receipts

Increase Head Cook stipend from \$172.80 to \$500

2024-2025 Wage Scale		Proposed 2025-2026 (10% increase)		Proposed 2026-2027 (10% increase)		Proposed 2027-2028 (10% increase)		
Ste p	Food Service Staff	Manage r	Food Service Worker	Manage r	Food Service Worker	Manage r	Food Service Worker	Manage r
1	\$18.98	\$20.86	\$20.88	\$22.95	\$22.97	\$25.24	\$25.26	\$27.76
2	\$19.69	\$21.98	\$21.66	\$24.18	\$23.82	\$26.60	\$26.21	\$29.26
3	\$20.68	\$22.92	\$22.75	\$25.21	\$25.02	\$27.73	\$27.53	\$30.51
4	\$21.81	\$25.14	\$23.99	\$27.65	\$26.39	\$30.42	\$29.03	\$33.46

See SC's counter

PTA #7) (E6) amend Article XXIII Wage Scale Section B as follows:

Certifications

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- 1. Bargaining Unit Members who are Food Service Managers and who are required by their positions to hold ServSafe certification shall receive a five hundred-dollar (\$500.00) annual bonus for each of the five (5) years of certification validity.
- 2. Bargaining Unit Members with ServSafe certification that are not required to hold ServSafe certification shall receive a two-hundred-fifty- dollar (\$250.00) annual bonus for each of the five (5) years of certification validity. This bonus shall be paid in the first paycheck in April.
- 3. Bargaining Unit Members who are Food Service Managers and who are required by their position to hold ServSafe certification, the District shall pay in advance for the cost of ServSafe testing.
- 4. Bargaining Unit Members who are not required by their position to hold ServSafe certification may opt to take the test at their own expense with no possibility of reimbursement by the District unless they are promoted to Food Service Manager or ServSafe certification becomes a requirement of their position, in which case they shall then be reimbursed for the cost of their most recent test upon submission of the receipt for the course/test.
- 5. <u>The District shall provide working conditions that allow all Food Service Managers</u> to maintain the food service federal, state, and local regulations currently in effect.
- 6. <u>Members who are Food Service Managers are required by virtue of their position and by state regulations to hold CPR certification.</u>
 - a. The District shall pay in advance for the cost of CPR training and testing.
 - b. The District shall provide either time in the normal work day or additional hourly compensation for time outside the normal work day for Food Service Managers to receive CPR training and submit to CPR Certification testing.

Hold for discussion

PTA #8) (CDE6) add the following to Article XXIII Wage Scale:

If Members notify the district by June 30 that they will retire after two (2) more school years, they shall receive a lump sum payment of \$2,000. If Members notify the district by June 30 that they will retire after one (1) more school year they shall receive a lump sum payment of \$1,000.

Reject

PTA #9) (CDE4) amend to common proposal for all units PTA X16