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

[All Current Proposals]

August 7, 2025

The Pembroke Teachers Association proposes that the Unit C Collective Bargaining Agreements (CBAs) between the Pembroke Teachers Association (Association) and the Pembroke School Committee (Committee), currently in effect from July 1, 2022 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) (C5) amend **Article VIII Hours of Work** as follows:

A. ~~**EMPLOYEES OTHER THAN BUS DRIVERS, ADMINISTRATIVE ASSISTANTS, MEDIA TECHNICIANS, AND NETWORK ADMINISTRATORS:**~~ **Custodial and Maintenance Hours:**

1. **The hours of work defined in this subsection shall apply to custodians, head custodians, and wastewater treatment operators.**

   Agree

2. The normal Day, Second and Saturday Shifts for ~~Employees~~ **Members working in custodial and maintenance services** ~~other than bus drivers, administrative assistants, media technicians, and network administrators~~ 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)

   Elementary Second Shift Members shall have the option to work from 2:00pm to 10:00pm~~, at their discretion to be determined~~ on an annual basis. Members who request ~~select~~ this option shall notify administration not later than 30 days prior to the first day of the work year. Such requests shall be approved when operational conditions permit.

Reject

PTA Response 8/7: updated as above

During those periods between the last day of school in June and the Monday before school opens in August, the work schedule for other than bus drivers and secretaries will be ~~ten (10) consecutive hours per day, four days per week, except for the sewage treatment operator who shall work nine (9) hours per day Monday – Thursday and four (4) hours on Friday. The schedule will normally be Monday through Thursday, **6am** 7am to **4pm** 5pm. However, Tuesday through Friday shifts may be scheduled when necessary to keep a school building open for summer programs or outside workers~~ **Monday through Friday 7 am to 3 pm**. Additionally, a swing shift (11am to ~~9~~ **7** pm) may be scheduled to keep the high school open for summer athletic programs. In the event a swing shift is scheduled, it will be assigned on a seniority basis. On other "singleton" days during the school year when school is not in session for students (e.g. in-service days), custodians will work their regular shifts. Custodians will work a day shift during school vacation blocks (e.g. Winter holiday break, February break, and April break) unless swing or event shifts are necessary to keep the building open for school sponsored activities including events for which the District is not compensated for the use of its building(s). In the event such shifts are necessary, they will be assigned on a seniority basis. In the event that building use by outside groups requires such use, overtime shifts will be utilized to keep the building open.

PTA Response 8/7: not agreeable to proposed change, holding for discussion

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 **in consultation with the impacted Bargaining Unit Member**. 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.

To be discussed

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.)~~

Reject

PTA Response 8/7: maintaining, see Article XXII for updated proposed language

PTA #2) (C3) amend **Article XII Meal Period** as follows:

~~All custodial employees, 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.~~

A. All Members shall have the right to a thirty (30)-minute, paid meal period if they work more than six (6) ~~four (4) consecutive~~ hours per day.

Reject. After 6 hours entitled to a 30 minute meal break

a. For Members who work more than six (6) consecutive hours, whenever possible the meal period shall be scheduled at the middle of the shift.

Agree

b. The half-hour meal period shall be duty free except in case of emergency.

Agree

B. ~~No Member shall be denied the right to:~~

~~**Counter: Members shall be entitled to:**~~

~~**a. Take their half-hour meal off-campus.** **Reject**~~

~~**b. Take their meal in the staff workroom/lunchroom.** **Add: "Wherever they are at the middle of their shift.**~~

~~**c. the microwave, refrigerator, coffee machine, or other cooking device available for staff.** **Reject: District does not provide these devices**~~

PTA Response 8/7: Counter "Members shall be entitled to access all employee break room facilities regularly available for staff."

PTA #3) (C6) amend **Article XVI Vacations** as follows:

A. The vacation year for eligible regular ~~employee~~ Members shall be the period July 1 to June 30 inclusive and each eligible regular ~~employee~~ **Member** shall be credited on June 30 with vacation leave with pay as follows:

1. Ten (10) days at the start of thirty (30) weeks of continuous service;
2. Fifteen (15) days at the start of five (5) years of continuous service;
3. Twenty (20) days at the start of ten (10) years of continuous service;
4. Twenty-five days at the start of twenty (20) years of continuous service;
5. During the first fiscal year of employment, a~~n employee~~ **Member** shall be deemed to earn **one (**1**)** day of vacation for each month worked up to a maximum of ten (10) days. Said days must be used during the fiscal year in which they are earned, and do not affect the ~~employees~~ **Members** right to be credited on June 30 with ten (10) days for use in the next fiscal year.

B. Carry Over & Buy Back

1. ~~Employees~~ **Members** beginning their fifth year of employment in the Pembroke Public Schools may choose to either carry over or buy back at the then applicable per diem rate up to five **(5)** days of unused vacation time ~~(choice subject to mutual agreement between the Administration and the employee)~~. **Reject.**

   PTA Response 8/7: withdraw proposed change in this section
2. ~~Employees~~ **Members** beginning their tenth year of employment in the Pembroke Public Schools may choose to either carry over or buy back at the then applicable per diem rate up to ten days of unused vacation time.

C. Upon termination of employment, ~~employees~~ **Members** shall receive payment for any accrued but unused vacation credited as of June 30th of the vacation year immediately preceding their termination of employment and, in addition, prorated vacation pay based upon the percentage of the vacation year completed (July 1 – June 30) as of their effective date of termination. If termination is caused by death, said payment shall be made to the ~~Employees~~ **Members** ~~spouse or~~ beneficiary**/beneficiaries**.

D. The approval of vacation requests shall be at the discretion of the administration of the Pembroke Public Schools and building seniority shall prevail. ~~**No Member shall be unreasonably denied the right to claim and use their contractually guaranteed vacation leave.**~~ **Not necessary to add language.** **PTA Response 8/7: withdraw as noted**

~~Employees~~ **Members** may schedule ~~**up to five days of**~~ **Agree** vacation as single days off ~~in any fiscal year. Up to two (2~~) **Agree** ~~**V**~~**v**acation days may be taken in one-half (1/2) day increments. **With prior approval, vacation days may be taken in one hour increments at the beginning or the end of a shift. Reject one hour increments PTA Response 8/7: updated as above**

PTA #4) (C7) amend **Article IX Overtime and Coverage** as follows:

A. Except as set forth above for bus drivers, ~~employees~~ **Members** ~~covered by the Agreement~~ shall be paid overtime at the rate of one and one half (1½) times their regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week.

A. Any custodial ~~employee~~ **Member** called back to work on the same day after having completed their assigned work and left their place of employment and before their next regular scheduled starting time, shall be paid at the rate of time and one-half (1 ½) for all hours worked on recall. The custodial ~~employee~~ **Member** will be guaranteed a minimum of three (3) hours pay at ~~time~~ **one** and one-half **(1½) times their regular rate of pay**.

B. If a ~~night~~ custodian is absent, ~~administration~~ **the District** will determine when to employ coverage. If the absence is for more than one **day or one** night, administration shall either employ substitute coverage or offer four (4) hours of overtime to **members on a rotating and equitable basis.** ~~a day shift custodian~~ ~~**Members following order of seniority**~~. **Reject "following order of seniority" PTA Response 8/7: updated as above**

A. Any ~~employee~~ **Member** required to work on Sunday shall be paid at two (2) times their regular rate of pay.

A. Site-Based Overtime

1. Overtime shall be **first** offered to the ~~personnel~~ **Members who work at the effected site by order of seniority with the most senior Member given the first right of refusal.** ~~in each area who ordinarily perform such related work in the building requiring the service.~~
2. No ~~person~~ **Member** shall be given a second assignment **at their own work site** until all **M**embers of the unit have been offered the opportunity to work an overtime assignment.

A. District-Wide Overtime

1. ~~The overtime will be offered on a rotating schedule with the most senior person given the right of first refusal.~~ **If no Member at the affected site accepts the overtime assignment, the opportunity for overtime work shall be offered to Members working at other sites by order of seniority with the most senior Member given the first right of refusal.**
2. ~~If no one in the building wants the overtime, it will be offered district-wide on a rotating schedule with the most senior person given the right of first refusal.~~ No ~~person~~ **Member** shall be given a second district-wide assignment until all district **M**embers have been offered the opportunity to work.
3. If there are no volunteers to take the overtime it shall be assigned to the least senior person in the building.

4. ~~If no district wide person wants the overtime~~ ~~it~~ **Under extreme and exceptional circumstances, the coverage assignment** may be offered externally, if **no Member is available to fill the assignment, and** both management and the union representatives agree to **subcontracting** a substitute custodian **for a specific and limited duration of time**. ~~It will be the least senior custodian's responsibility to ensure the custodian taking the district-wide overtime has the proper equipment and information to do the overtime.~~

Hold

For the purpose of this Article, seniority shall be based on time served in the District. ~~(The parties acknowledge that the foregoing change shall result in corresponding changes in the appropriate rotating overtime list for each building effective on the date of execution of this Memorandum.)~~ **Agree**

PTA #5) (C2) amend **Article XXIV Longevity Pay** as follows:

~~Employees covered by the Agreement~~ **Members** who have been employed in ~~a capacity covered by the Agreement~~ **the District for the following number of years** shall be entitled to longevity payments to be made in one payment during the month of December according to the following schedule **as follows:**

~~10 – 14 years of continuous service~~ ~~$800.00~~

~~15 – 19 years of continuous service~~ ~~$1200.00~~

~~20 or more years of continuous service~~ ~~$1600.00~~

Years of Completed Service	Longevity Payment
1 through 5 years	**5 x per diem rate +$450.00**
6 years	**6 x per diem rate +$450.00**
7 years	**7 x per diem rate +$450.00**
8 years	**8 x per diem rate +$450.00**
9 years	**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**

15-19 years	**15 x per diem rate +$600.00**
20 years+	**20 x per diem rate +$650.00**

Reject

PTA Response 8/7: hold

PTA #6) (C8) amend **Article XXII Miscellaneous Provisions** as follows:

~~In the event that Unit C 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.~~ **Reject**

On any day when there is a declared "no school" for pupils because of weather emergency or other unavoidable condition, ~~employees~~ Administrative Assistants and the IT Media Tech shall not report to work unless notified by administration. Employees may request to work remotely when they receive such notification and the district shall consider safe travel and accessibility before requiring employees to report to work in person on days when there is no school due to weather emergencies. Employees shall receive compensation if they work or use approved vacation or personal time. **Reject**

~~Employees~~ Administrative Assistants and the IT Media Tech may request to work remotely on non-school days when operational and student learning conditions will not be unfavorably impacted. Such requests will be subject to the approval of the employee's direct supervisor. **Reject**

PTA Response 8/7: updated as above, need to discuss

PTA #7) (CDE5) move the following from **Article XXII Miscellaneous Provisions** to a new Article **"Perfect Attendance Bonus"** and amend as follows: **Agree**

A. Perfect Attendance shall be defined as no absences other than for vacation, jury duty, and contractual bereavement leave in each **of the** three (3) month period**s** set forth below.

A. One personal day **per time period defined in Section D** ~~in any fiscal year~~ shall not count as an absence for the purposes of determining perfect attendance. **Agree**

A. Absence for additional personal day(s) will count against perfect attendance in the three (3) month period where such day(s) are used.

A. ~~Employees will~~ **Members shall** receive ~~an award~~ **a bonus** of ~~$200.00~~ **two hundred and fifty dollars ($250.00)** for perfect attendance during the periods of:

1. July 1 - September 30;
2. October 1 - December 31;
3. January 1 - March 31; and,
4. April 1 - June 30.

The maximum amount which may be awarded to any ~~employee~~ **Member** in any fiscal year is ~~$800.00~~ **one thousand dollars ($1,000.00)**.

Agree

PTA #8) (C1) amend **Article XXV Work Clothes** as follows:

For custodial, maintenance, and bus-driving staff, uniforms shall be provided according to the schedule below on or around September 1 of ~~each year~~ **appropriate years,** and ~~repaired~~ **replaced by the District** when ~~necessary~~ **clothing has been stained or damaged to the point of being unseemly or unwearable**. ~~Custodial staff, including bus drivers are~~ **Staff who receive work clothes shall be** required to work dressed in the ~~uniform~~ **clothing** provided which shall include: **Agree**

- Shirts Long/Short **Sleeved**: **Eleven** (11**)** every two years~~)~~ **new shirts, according to the Member's preference for the number of long sleeved and the number of short sleeve shirts**.

  Agree

- Pants/Shorts**:** ~~**Eleven** (11**)** every two years**) new pants/shorts, according to the Member's preference for the number of pants and the number of shorts~~. **Members shall be allowed to wear jeans or khakis.**

  Reject and Counter: Members shall be allowed to wear jeans or khakis. (Note: District will no longer provide pants)

  PTA Response 8/7: agreed

- T-shirts**: Five** (5**)** every ~~**two** years**)**~~ **either round-collared or v-necked, according to the Member's preference.**

  Counter: Five (5) t-shirts every year.

  PTA Response 8/7: agreed

- **Sweatshirts: Five (5) every year, either black, blue, and/or grey, according to the Member's preference.**

Counter: 2 sweatshirts per year

PTA Response 8/7: agreed

- Winter coat**:** **One** (1**)** every two years**), with three style options selected by the Association in cooperation with the District, with the Member allowed to select the option they prefer.**

  Counter: replace when needed.

  PTA Response 8/7: counter: "Provided upon hire and replaced when needed."

~~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.~~

Reject: custodians need to be consistent with particular school's policy PTA Response 8/7: hold for discussion

In addition, the District, at its discretion, shall ~~either provide boots / footgear or will~~ reimburse up to **two hundred and twenty-five dollars (**$225.00**)** annually to custodial staff, **maintenance staff,** and bus drivers **for boots/footgear upon the submission of a receipt.**

Counter: delete: "either provide boots/footgear" and District will reimburse up to $225 annually upon submission of receipt. PTA Response 8/7: agreed

~~Employees~~ **Members** are required to report to work dressed appropriately in the uniform/work clothes provided with school logos as set forth above whenever they are working on school property and whenever they are working for any outside organization on school property; except in the event when they are required to work outside for snow removal. ~~**Members shall be allowed to wear jeans or khakis in lieu of the district-provided pants/shorts if they so choose.**~~

See second bullet PTA Response 8/7: withdraw

Other exceptions to this policy may be made at the sole discretion of the ~~employee's~~ **Member's** Principal. ~~Effective July 1, 2016, notwithstanding any other provisions of the collective bargaining agreement, the following disciplinary procedures shall apply to any custodian who does not wear his/her uniform:~~

~~1st time: Verbal warning~~
~~2nd time: Written warning~~
~~3rd time: 1 day suspension~~

~~4th time: 5 day suspension~~
~~5th time: Longer suspension up to and including termination.~~

Hold to discuss accountability for failing to comply

PTA #9) (CDE6) add the following to **Appendix A**:

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 Response 8/7: hold

PTA #10) (C9) amend **Appendix A** as follows:

$3.00 increase across all steps and lanes each year of the agreement

Year 1 (2025-2026): +$3.00 across the board							
Step	Day Custodian	Maintenance Custodian	Evening Custodian	WWT Operator	Secretary	Media Tech	Bus Driver
1	$27.51	$28.56	$28.88	$40.46	$28.45	$29.28	$34.38
2	$29.48	$30.61	$31.00	$40.46	$30.44	$30.77	$34.38
3	$30.74	$31.94	$32.33	$40.46	$31.72	$32.00	$34.38
4	$32.00	$33.20	$33.67	$40.46	$32.95	$33.18	$34.38
5	$32.56	$33.79	$34.25	$41.18	$33.55	$33.78	$34.98
Year 2 (2026-2027): +$3.00 across the board							
Step	Day Custodian	Maintenance Custodian	Evening Custodian	WWT Operator	Secretary	Media Tech	Bus Driver
1	$30.51	$31.56	$31.88	$43.46	$31.45	$32.28	$37.38
2	$32.48	$33.61	$34.00	$43.46	$33.44	$33.77	$37.38
3	$33.74	$34.94	$35.33	$43.46	$34.72	$35.00	$37.38
4	$35.00	$36.20	$36.67	$43.46	$35.95	$36.18	$37.38
5	$35.56	$36.79	$37.25	$44.18	$36.55	$36.78	$37.98
Year 3 (2027-2028): +$3.00 across the board							
Step	Day Custodian	Maintenance Custodian	Evening Custodian	WWT Operator	Secretary	Media Tech	Bus Driver

1	$33.51	$34.56	$34.88	$46.46	$34.45	$35.28	$40.38
2	$35.48	$36.61	$37.00	$46.46	$36.44	$36.77	$40.38
3	$36.74	$37.94	$38.33	$46.46	$37.72	$38.00	$40.38
4	$38.00	$39.20	$39.67	$46.46	$38.95	$39.18	$40.38
5	$38.56	$39.79	$40.25	$47.18	$39.55	$39.78	$40.98

See SC's counter PTA Response 8/7: hold

PTA #11) (CDE4) amend to common proposal for all units **PTA X16**

PTA #12) (CD1) create new article **"Service Bonus"**

Withdraw