

PTA Proposal E7

Work Day/Work Year

Presented by Pembroke Teachers Association on Thursday, March 6, 2025

The Pembroke Teachers Association proposes the following changes to Article IV General Provisions/Work Day/Work Year:

ARTICLE IV 4 : GENERAL PROVISIONS / WORK DAY / WORK YEAR

- A. All ~~cafeteria-workers~~ Members are directly responsible to the School Administration or their designee.
- agree
- B. The work year for ~~cafeteria-workers~~ Members shall be 180 days plus two (2) in-service days.
1. The district shall inform ~~cafeteria-workers~~ Members when the two (2) 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.
- agree
- C. 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.
- Define "demonstrably required hours". Does the employee make this determination?
- D. 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.
- E. 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.
- agree
- F. A full-time ~~employee~~ Member 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 shall be paid a three-hour minimum ~~regardless of the number of hours actually worked if they work less than three (3) hours.~~
- agree

2. Any **employee Member** called in earlier, whose shift is extended without a break **will shall** be paid actual time worked, including for the missed break time.

Define "without a break" and "including for the missed break time."

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.

Define "that"

4. Any **employee Member** scheduled to work between three (3) to five (5) hours in a day shall receive **one a** fifteen (15) minute paid break during **the that** work day.

Define "that"

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.**

Reject deletion of "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.

Need clarification

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 **snowinclement weather**, any **bargaining-unit mMember** who had reported to work before school was canceled **will shall** be paid for three (3) hours of work.

agree

9. When the Head Cook is absent for any reason, a helper **will shall** be assigned the duties and responsibilities of the Head Cook. The helper **will shall** 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.

agree

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 available hours with Unit E Members, whenever permanent personnel are absent and unable to fulfill their duties.
- b. 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.

While agree that bargaining unit work be offered to bargaining unit members first, this language is not practical.

12. 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.

Need clarification

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.

reject