

PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES
BUS DRIVERS AND ATTENDANTS UNIT
American Federation of Teachers (AFT)
AFT Massachusetts (AFL-CIO)
Local 1315

OTR PACKAGE PROPOSAL
February 9, 2021

(1) ARTICLE III – SENIORITY, ASSIGNMENTS, VACANCIES AND TRANSFERS

A. SECTION 6. CHARTER WORK ASSIGNMENTS (CHARTER RUNS)

Amend Paragraph I to read as follows:

I. Notwithstanding any other provisions of this Agreement, the following rates of compensation are established for all Charter and Athletic assignments. ~~Effective upon ratification of the 2014-2017~~ **2021-2024** collective bargaining agreement through ~~8/31/2017~~ **8/31/2024**:

1. REGULAR RATES

A Driver will be paid their regular hourly rate for all hours worked up to eight (8) hours, and at their applicable overtime hourly rate for all hours worked over eight (8) hours on any Charter Run plus the following amounts:

CITY RATE: Forty Dollars (\$40.00)

COUNTY RATE: Sixty Dollars (\$60.00)

OTHER RATE: Eighty Dollars (\$80.00)

2. SUNDAY AND HOLIDAY RATES

A Driver will be paid their applicable overtime hourly rate for all hours worked on any Charter Run that occurs on a Sunday or Holiday plus the following amounts:

CITY RATE: Forty Dollars (\$40.00)

COUNTY RATE: Sixty Dollars (\$60.00)

OTHER RATE: Eighty Dollars (\$80.00)

B. Amend Article to add a new Section 16 to read as follows:

SECTION 16. OUT OF DISTRICT STUDENT TRANSPORTATION (7D WORK)

A. The parties agree that work related to out of district transportation of students using School Pupil Transport Vehicles pursuant to MGL c. 90§ 7D (hereinafter 7D Work) shall be bargaining unit work. Effective upon ratification of the 2021-2024 collective bargaining agreement the employer will establish an in-house training program for Bus Attendants to obtain 7D Licensure.

B. All work involving 7D Vehicles shall be treated as Additional Route Assignments (Additional Runs) for Bus Drivers pursuant to Section 4 above. Bus Drivers will have preference in the selection/distribution of all work involving 7D Vehicles and will be compensated at their regular hourly rate of pay for all 7D

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Work. Bus Attendants who are qualified and available to drive a 7D Vehicle will only be offered the work after it has been refused by all available Bus Drivers in the bargaining unit.

C. A Bus Attendant who agrees to train to obtain a 7D license and perform 7D work shall be compensated at their regular hourly rate of pay for all training related to obtaining a 7D license. A Bus Attendant who performs 7D work will be compensated for all hours driving a 7D Vehicle at the rate specified in Exhibit A.

D. In instances when there are no Bus Drivers or licensed Bus Attendants available to perform the work, the employer may use outside vendors to complete individual runs.

(2) ARTICLE IV – LEAVES OF ABSENCE

Amend Article to add Sick Leave and Sick Leave Bank language to CBA – same language as all other bargaining units.

(3) ARTICLE XV – PAID HOLIDAYS AND VACATIONS

a. Amend Paragraph B to add the following holiday to the list of days entitled to compensation:

i. **Juneteenth¹**

b. Add the following note below the list of holidays in Paragraph B:

¹ *In a year when the Juneteenth holiday is observed on a day that falls outside the school calendar members of the bargaining unit shall be entitled to a “Floating Holiday” to be used between the April 1st and the June 1st.*

c. Upon ratification of the 2021-2024 collective bargaining agreement the following holidays listed in Paragraph B shall be considered days entitled to compensation:

i. **Day After Thanksgiving**

ii. **Day After Christmas**

(4) ARTICLE XXVIII – DURATION OF CONTRACT

3 YEARS: 9/1/2021 – 8/31/2024

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(1) SALARY SCHEDULE. *Delete Exhibit A - Hourly Pay Rate Schedule and replace it with a new Exhibit A – Salary Schedule to read as follows:*

2021-2022				ADD STEPS 1-2-3-4-5 ADD STEPS 7-8-9	EQUALIZE ALL STEPS NEW 7D RATE +0.55	DROP STEP START DROP STEP 15				
STEP	1	2	3	4	5	6	7	8	9	10
BUS DRIVER	\$22.15	\$22.70	\$23.25	\$23.80	\$24.35	\$24.90	\$25.45	\$26.00	\$26.55	\$27.10
STEP	1	2	3	4	5	6	7	8	9	10
BUS ATTENDANT	\$16.50	\$17.05	\$17.60	\$18.15	\$18.70	\$19.25	\$19.80	\$20.35	\$20.90	\$21.45
STEP	1	2	3	4	5	6	7	8	9	10
7D RATE	\$17.05	\$17.60	\$18.15	\$18.70	\$19.25	\$19.80	\$20.35	\$20.90	\$21.45	\$22.00

- A.** Upon ratification of the 2021-2024 collective bargaining agreement the Salary Schedule above shall be effective and implemented retroactive to September 1, 2021.
- B.** Upon ratification of the 2021-2024 collective bargaining agreement all members of the bargaining unit employed by the District, will be placed on the 2021-2022 Salary Schedule according to the migration schedule below and will be paid at their new hourly rate going forward and for all hours worked retroactive to September 1, 2021, or their date of hire (whichever is earlier):

2020-2021		2021-2022
YEARS OF SERVICE		STEP
START		1
6		3
10		4
15		5
20		6
25		7
30		8

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- C. Upon ratification of the 2021-2024 collective bargaining agreement all members of the bargaining unit employed by the District shall be paid a one-time bonus as follows:

BUS DRIVER		\$1,000
BUS ATTENDANT		\$500

- D. Effective September 1, 2022, increase hourly rates for all classifications by fifty cents (\$0.50) across the board.
- E. Effective September 1, 2023, increase hourly rates for all classifications by fifty cents (\$0.50) across the board.

(2) EXHIBIT C: ALCOHOL AND DRUG TESTING AGREEMENT - FINANCIAL ISSUES FOR THE DRIVER:
Amend the last sentence on Page 39 to read:

Drivers who are required to report for a drug and/or alcohol test outside of their regular working hours will be paid a flat rate of ten dollars (\$10.00) **for one (1) hour at the applicable overtime hourly rate of pay.** The flat rate will be effective ~~July 1, 1997~~ **September 1, 2021.**

(3) SAFETY COMMITTEE: *The parties shall develop and maintain a Safety Committee to address issues of employee and student safety. The Safety Committee shall consist of the Federation President, the Superintendent, one (1) representative from each bargaining unit appointed by the Federation President, and an equal number of representatives from management appointed by the Superintendent. Bargaining unit members will submit safety related issues to the Safety Committee through the Federation President. The Employer shall publish and distribute a monthly report listing issues raised to the Safety Committee, and the current status/corrective action(s) taken. Issues raised to the Safety Committee not resolved within thirty (30) calendar days, shall be subject to the grievance and arbitration and provisions of this agreement.*

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(4) JLMC ON EVALUATIONS: *The parties shall form a Joint Labor Management Committee (JLMC) to address issues of employee evaluations. This JLMC shall consist of the Federation President, a representative from AFT Massachusetts, one (1) representative from each bargaining unit appointed by the Federation President, the Superintendent or his/her designee, and an equal number of representatives from the administration appointed by the Superintendent. Committee to start work no later than April 15, 2022, with the goal of making recommendations to the Federation and the School Committee no later than April 15, 2023. The parties may mutually agree to re-open this agreement to negotiate over implementation of changes recommended by the Study Committee.*

(5) JLMC ON COMBINING SUPPORT UNIT CONTRACTS: *The parties shall form a Joint Labor Management Committee (JLMC) to address issues of combining all support unit contracts into one master contract for all support units. This JLMC shall consist of the Federation President, a representative from AFT Massachusetts, one (1) representative from each bargaining unit appointed by the Federation President, the Superintendent or his/her designee, and an equal number of representatives from the administration appointed by the Superintendent. Committee to start work no later than April 15, 2023, with the goal of making recommendations to the Federation and the School Committee no later than April 15, 2024. The parties may mutually agree to re-open this agreement to negotiate over implementation of changes recommended by the Study Committee.*

(6) INCORPORATE ALL PREVIOUS AGREED TO MOA/MOUs INTO THE REVISED BUS DRIVER AND ATTENDANTS UNIT CBA.

March 2, 2022

CONTRACT PACKAGE PROPOSAL
BY THE PITTSFIELD SCHOOL COMMITTEE
TO THE PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES,
LOCAL 1315, AFT MA, AFL-CIO
TRANSPORTATION UNIT

The Pittsfield School Committee hereby makes the following contract package proposal to be incorporated into a successor collective bargaining agreement.

1. Add pregnancy and pregnancy-related conditions to the non-discrimination clauses.
2. Delete the agency fee language in accordance with the Janus decision.
3. Union Dues: Add the following: “Such secured authorization shall clearly delineate the dues rate and the amount to be withheld from payroll.”
4. Add Juneteenth as a holiday if it falls during the work year.
5. Overtime: Add the following: “Employees are only eligible for overtime at the rate of time and one-half if the employee actually works more than forty (40) hours in a work week (i.e., vacation, sick time, personal days, etc. do not count toward the forty (40) hour calculation).”
6. Personal Leave:
 - a. Add the following: “Employee must submit a written request to use personal leave at least forty-eight (48) hours in advance of the requested time off.”
 - b. Add proration language as follows: “In the event an employee is not working 1.0 FTE, the amount of personal leave shall be prorated. For example, if an employee works 0.4 FTE, then said employee would receive 40% of the amount of personal leave listed above.”
7. Vacation: Add proration language as follows: “In the event an employee is not working 1.0 FTE, the amount of personal leave shall be prorated. For example, if an employee works 0.4 FTE, then said employee would receive 40% of the amount of vacation time listed above.”
8. Unpaid Leave: Add the following language: “An approved leave of absence shall not be considered a break in service, but time spent out on leave shall not count toward seniority. Requests for leave shall be made in writing to the Superintendent of Schools at least thirty (30) days prior to the leave. The reason(s) for the leave shall be clearly stated on the written request. When appropriate, prior to return, the member must produce a

certificate from the member's physician to the effect that the member is physically fit and ready to return to work."

9. Anniversary Date/Step Movement: Add the following: "An approved medical leave of absence pursuant to the MPLA and/or FMLA, an approved sick, personal day, bereavement day, and/or jury duty during a regular school day will count as a work day(s) for purposes of this section. Unpaid absences (except pursuant to FMLA/MPLA) will not count as working day(s)."
10. Wages:
 - a. Modify the wage scale (see attached) **effective September 1, 2021.**
 - b. **Effective September 1, 2022, 1.75% wage increase.**
 - c. **Effective September 1, 2023, 1.75% wage increase.**
11. Add a sign-on bonus **for drivers** in the total amount of \$1,200 to be paid in quarterly installments of **\$300**. Current **drivers** hired prior to ratification of the contract by both parties shall receive a one-time bonus of \$1,000 to be paid in **two (2)** installments of **\$500, and current monitors hired prior to ratification of the contract by both parties shall receive a one-time bonus of \$500 to be paid in two (2) installments of \$250.**
12. Modify the charter rates as follows (note: these rates are in addition to the driver's normal hourly rate):
 - a. \$40 for charters within Pittsfield
 - b. \$60 for charters outside of Pittsfield, but within Berkshire County
 - c. \$80 for charters outside of Berkshire County
13. Increase the Foley drug test stipend from \$10 to \$25.
14. Article X – In-Service Training and Orientation: **Reword Section E to read as follows: "Drivers and Attendants will be paid within the same payroll period for all in-service sessions that they attend."**
15. Article XXVI – Epipen/CPR/First Aid Training: **Reword this Article to read as follows: The School Committee agrees to provide training to bargaining unit members regarding the use of Epipen, CPR, and First Aid. The training is voluntary. Bargaining unit members will be eligible to take the CPR, Epipen and/or First Aid training on an annual basis. Any bargaining unit member who successfully completes the training and/or provides suitable evidence of already holding such certification, and agrees to utilize said training in an emergency situation will be entitled to an annual lump sum payment of \$125 for each certification (e.g., a member would receive \$375 if the member holds all three certifications). Said payment shall be made within thirty (30) calendar days of the completion of the training and/or submission of suitable evidence of certification, and thereafter annually for the duration of this Agreement upon the member securing CPR, First Aid and/or Epipen recertification. Bargaining unit members**

who are entitled to the stipend may be required, on a case by case basis, to remain with the students or in close proximity to the students on charters and/or field trips. Charters and field trips will continue to be offered based upon seniority regardless of whether the bargaining unit member is entitled to the stipend.

BUS DRIVERS	FY22 rates
1-2 years of employment in the bargaining unit	22.15
3-5 years of employment in the bargaining unit	22.50
After 6 years of employment in the bargaining unit	23.00
After 10 years of employment in the bargaining unit	24.00
After 15 years of employment in the bargaining unit	25.00
7D Rate	FY22 rates
7D rate	16.60
BUS ATTENDANTS	FY22 rates
1-2 years of employment in the bargaining unit	16.50
3-5 years of employment in the bargaining unit	17.00
After 6 years of employment in the bargaining unit	17.30
After 10 years of employment in the bargaining unit	17.75
After 15 years of employment in the bargaining unit	18.50