

PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES
CAFETERIA UNIT
American Federation of Teachers (AFT)
AFT Massachusetts (AFL-CIO)
Local 1315

OTR PACKAGE PROPOSAL
February 9, 2022

(1) ARTICLE III - COMPENSATION

- a. Amend Paragraph A3 to add the position of Assistant Cook/Manager to list of positions.
- b. Amend Paragraph B3 to add the following to the list of holidays:
 - i. **Juneteenth**
 - ii. **Day After Thanksgiving**
 - iii. **Day After Christmas**
- c. Amend Paragraph B3 to add the following before the last sentence in the paragraph:

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.
- d. Amend Article to Delete paragraph B7, and re-number paragraphs B8-B12 to read B7-B11. Reinstate Vacation Pay for all members of the Cafeteria Unit effective and retroactive to September 1, 2021.

(2) ARTICLE V – WORKING CONDITIONS

Amend Paragraph F to read:

F. Employee's Substituting Working in a Higher Classification

~~Whenever a Cook Manager or Baker is absent for one (1) or more full working days, the Helper or other bargaining unit member who substitutes in his/her place shall be compensated at the rate paid to an employee in the absent employee's job with the substitute's years of service.~~ ***Employees will be compensated at the appropriate hourly rate of pay in Appendix A and for all hours worked based upon their classification. (As an example an employee classified as a Baker shall be paid at the Baker's hourly rate for all hours they work or any portion thereof, unless they are performing work in a higher classification). Any member of the bargaining unit who fills in for another employee who is absent and performs work in a higher classification shall compensated at the hourly rate of pay specified for the higher classification, and for each hour worked or any portion thereof.***

(3) ARTICLE XVI - DURATION

3 YEARS: 9/1/2021 – 8/31/2024

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(4) SALARY SCHEDULE. *Delete Appendix A - Salary Schedule and replace it with a new Appendix A to read as follows:*

2020-2021				INCREASE STEP 1 +2.19 ALL CLASSIFICATIONS	EQUALIZE ALL STEPS AT +0.55	ADD STEPS 1-2-4-5-8-9 DROP STEP 15				
STEP	1	2	3	4	5	6	7	8	9	10
COOK MANAGER										
High/Middle	\$18.51	\$19.06	\$19.61	\$20.16	\$20.71	\$21.26	\$21.81	\$22.36	\$22.91	\$23.46
STEP	1	2	3	4	5	6	7	8	9	10
COOK MANAGER										
Elementary	\$17.76	\$18.31	\$18.86	\$19.41	\$19.96	\$20.51	\$21.06	\$21.61	\$22.16	\$22.71
STEP	1	2	3	4	5	6	7	8	9	10
ASSISTANT COOK	\$16.77	\$17.32	\$17.87	\$18.42	\$18.97	\$19.52	\$20.07	\$20.62	\$21.17	\$21.72
STEP	1	2	3	4	5	6	7	8	9	10
BAKER/VAN DRIVER	\$15.78	\$16.33	\$16.88	\$17.43	\$17.98	\$18.53	\$19.08	\$19.63	\$20.18	\$20.73
STEP	1	2	3	4	5	6	7	8	9	10
CAFETERIA HELPER	\$15.00	\$15.55	\$16.10	\$16.65	\$17.20	\$17.75	\$18.30	\$18.85	\$19.40	\$19.95

- 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
3		2
5		3
6		4
7		5
10		6
15		7

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- C. Effective with the ratification of the 2021-2024 collective bargaining agreement any member of the bargaining unit who produces documentation satisfactory to the employer showing completion/award of an Associates (2-Year) Degree or Bachelors (4-Year) Degree from an accredited college or university shall have \$2.00 (Associates Degree) or \$3.00 (Bachelors Degree) added to his/her base hourly rate or pay.
- 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.

(5) 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.*

(6) 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.*

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(7) 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.*

(8) INCORPORATE ALL PREVIOUS AGREED TO MOA/MOUs INTO THE REVISED CAFETERIA 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
CAFETERIA 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.” **(Withdrawn)**
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. Article III – Compensation: Reword Section A(3) to read as follows: "The following designation of cafeteria employees shall be used for salary purposes:
 - a. High and Middle School Cook Manager
 - b. Elementary School Cook Manager
 - c. Assistant Cook High School
 - d. Baker – High, Middle, Community Schools and Crosby
 - e. Cafeteria Helper
 - f. Cafeteria Van Driver

Note: The salary schedule will be amended to reflect these categories.

11. Article V – Working Conditions: Reword Section J(d) to read as follows: "A combination of up to a total of five (5) collared polo shirts with food service logo and/or colored t-shirts with food service logo (provided by employer)."
12. Article X – Professional Training: Add the following:
USDA Professional Standards for School Nutrition Managers and Staff:
Final rule published in March 2015 requires a minimum of the following training hours:
 - ❖ Managers - 10 hours / year
 - ❖ Bakers, Helpers, Asst Cook 20 hrs a week or over -- 6 hours / year
 - ❖ Helpers under 20 hrs a week -- 4 hours / year

Training topics should align with the 4 key areas: nutrition, operations, administration & communication/marketing.

- ❖ All cafeteria workers will take a ServSafe Certification course within the first year of hire. Re-certification will be offered every 5 years.
- ❖ Epipen Training will be offered at the beginning of each school year through the school based Nurse.
- ❖ Employees will be paid for the time to travel, if any, and time at the training according to Article III (D).

13. Wages:
 - a. Increase the wage scale by \$2.19 per hour.
 - b. **Increase the wage scale by 1.75%.**
 - c. **Increase the wage scale by 1.75%.**

