

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

OTR PACKAGE PROPOSAL
February 9, 2022

(1) ARTICLE VIII – HOLIDAYS

Amend Section 1 to add the following to the list of holidays:

Juneteenth

(2) ARTICLE XII – VACATIONS

Amend SECTION 5 to read:

SECTION 5. VACATION LEAVE BUY-BACK/CARRYOVER

Custodians with three (3) or more weeks of vacation may elect to buy back one week of vacation per year. Effective July 1, 2012, custodians with three (3) or more weeks of vacation may elect to buy back up to ten (10) days of vacation per year. ***Effective July 1, 2021, a Custodian may at their option carry over unused vacation leave into a subsequent fiscal year, subject to the limits specified above, provided that any vacation leave carried over must be used by October 31st. An employee who wishes to buy back or carry over unused vacation shall notify the Director of Custodial Services of his/her intent to do so, in writing (e-mail is sufficient), and no later than June 15th.***

(3) ARTICLE XIII – LEAVES OF ABSENCE

Amend SECTION 5 to read:

SECTION 5. PERSONAL LEAVE

Absence without loss of pay not to exceed three (3) days in any 12-month period between July 1 and June 30, shall be granted to an employee by the Superintendent of Schools or her/his designee for personal reasons upon written prior request; except that in an emergency where prior request cannot be made, said written request may be made after the fact, provided that a satisfactory explanation of why the request is being submitted late is provided. No reason for use of personal leave shall be required. ***Custodians who through no fault of their own are unable to use all of their Personal Leave may elect to buy back up to three (3) days of unused leave each year. Any employee who elects to buy back unused Personal Leave shall provide written notice to the Director of Maintenance of their intent to do so no later than June 1st, and payment shall be made to the employee no later than June 30th.***

(4) ARTICLE XXX – DURATION.

3 YEARS: 7/1/2021 – 6/30/2024

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

2021-2022			DROP STEP START	EQUALIZE ALL STEPS \$0.55	ADD STEPS 1-2-3-4-5-6-7-8-9					
SENIOR BUILDING CUSTODIAN	1	2	3	4	5	6	7	8	9	10
PITTSFIELD and TACONIC HIGH SCHOOLS	\$21.10	\$21.65	\$22.20	\$22.75	\$23.30	\$23.85	\$24.40	\$24.95	\$25.50	\$26.05
HERBERG and REID MIDDLE SCHOOLS	\$20.47	\$21.02	\$21.57	\$22.12	\$22.67	\$23.22	\$23.77	\$24.32	\$24.87	\$25.42
CROSBY ELEMENTARY	\$20.28	\$20.83	\$21.38	\$21.93	\$22.48	\$23.03	\$23.58	\$24.13	\$24.68	\$25.23
CONTE and MORNINGSIDE COMMUNITY SCHOOLS	\$19.80	\$20.35	\$20.90	\$21.45	\$22.00	\$22.55	\$23.10	\$23.65	\$24.20	\$24.75
EGREMONT ELEMENTARY	\$19.80	\$20.35	\$20.90	\$21.45	\$22.00	\$22.55	\$23.10	\$23.65	\$24.20	\$24.75
ALLENDAL - STEARNS - WILLIAMS ELEMENTARY	\$19.63	\$20.18	\$20.73	\$21.28	\$21.83	\$22.38	\$22.93	\$23.48	\$24.03	\$24.58
CAPELESS ELEMENTARY	\$19.31	\$19.86	\$20.41	\$20.96	\$21.51	\$22.06	\$22.61	\$23.16	\$23.71	\$24.26
HIBBARD and MERCER ADMIN BUILDING	\$18.82	\$19.37	\$19.92	\$20.47	\$21.02	\$21.57	\$22.12	\$22.67	\$23.22	\$23.77
NIGHT SENIOR BUILDING CUSTODIAN										
PITTSFIELD and TACONIC HIGH SCHOOLS	\$20.74	\$21.29	\$21.84	\$22.39	\$22.94	\$23.49	\$24.04	\$24.59	\$25.14	\$25.69
HERBERG and REID MIDDLE SCHOOLS	\$20.02	\$20.57	\$21.12	\$21.67	\$22.22	\$22.77	\$23.32	\$23.87	\$24.42	\$24.97
CROSBY ELEMENTARY	\$20.02	\$20.57	\$21.12	\$21.67	\$22.22	\$22.77	\$23.32	\$23.87	\$24.42	\$24.97
SENIOR STOREKEEPER	\$20.82	\$21.37	\$21.92	\$22.47	\$23.02	\$23.57	\$24.12	\$24.67	\$25.22	\$25.77
WORKING FOREMAN - GROUNDS	\$21.00	\$21.55	\$22.10	\$22.65	\$23.20	\$23.75	\$24.30	\$24.85	\$25.40	\$25.95
ASSISTANT GROUNDS AND MINOR MAINTENANCE	\$18.55	\$19.10	\$19.65	\$20.20	\$20.75	\$21.30	\$21.85	\$22.40	\$22.95	\$23.50
STOCKROOM - UTILITY										
TRUCK DRIVER	\$20.28	\$20.83	\$21.38	\$21.93	\$22.48	\$23.03	\$23.58	\$24.13	\$24.68	\$25.23
JUNIOR BUILDING CUSTODIAN	\$16.74	\$17.29	\$17.84	\$18.39	\$18.94	\$19.49	\$20.04	\$20.59	\$21.14	\$21.69
MAIL COURIER	\$16.68	\$17.23	\$17.78	\$18.33	\$18.88	\$19.43	\$19.98	\$20.53	\$21.08	\$21.63

- A.** Upon ratification of the 2021-2024 collective bargaining agreement the Salary Schedule above shall be effective and implemented retroactive to July 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 July 1, 2021, or their date of hire (whichever is earlier):

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

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

(6) APPENDIX B – BUILDING CHECKS.

Amend Appendix B to increase the rates as follows:

A. 2021-2022

Increase current rates for PHS and THS by \$3.00.

Increase current rates for HMS, RMS, and Crosby Elementary by \$2.00.

Increase current rates for all other Elementary Schools, Mercer, and Hibbard by \$1.50.

B. 2022-2023

Increase all rates by fifty cents (\$0.50).

C. 2023-2024

Increase all rates by fifty cents (\$0.50).

(7) 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*

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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.

(8) 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.*

(9) 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.*

(10) INCORPORATE ALL PREVIOUS AGREED TO MOA/MOUs INTO THE REVISED CUSTODIAL 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
CUSTODIAL 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 clause.
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. Article VII – Work Schedule: In Section 1(A), change the first shift language to read as follows: "First Shift: Monday – Friday 6:30 a.m. – 3:30 p.m. during the school year with a one (1) hour lunch break."
11. Article XXIV – Pay Schedule:
 - a. Negotiate the language regarding building checks and increase the rates as follows:
 - i. Pittsfield and Taconic High Schools - \$3.00 per hour increase effective July 1, 2021.
 - ii. Herberg and Reid Middle Schools - \$2.00 per hour increase effective July 1, 2021.
 - iii. All other buildings shall receive the same percentage increase as the general wage increase listed below.
12. Appendix D – Mail Courier:
 - a. Change the work year from 42 weeks to 52 weeks.
 - b. **Reword Section 1 to read: "The holder of the position will perform work as a mail courier each day when school is in session. When school is not in session, i.e. during emergency weather days, school vacations, or summer break, the mail courier will report to the director of custodial services for an assignment as a junior building custodian at a location to be determined by the director."**
 - c. **Delete current sections 5 through 10 of Appendix D and add a new section 5 "The mail courier will follow vacation, personal and sick leave as outlined in the contract for all custodians."**
13. Add the following language regarding building inspections:

The Director of Custodial Services reserves the right to perform random building inspections without prior notification to the custodial staff. Inspections will take place in areas or parts of the building that should have been cleaned and maintained prior to students or staff arriving for the day. Inspections will not take place in any areas or parts of the building that have not been scheduled to have a full day of dedicated coverage. The inspection sheet will be used as a means to address or correct any deficiencies the custodian has in regard to the custodian's ability to perform the job. The inspection sheet will cover multiple assigned areas throughout the building per their job description. Once an inspection has been completed, a copy of the inspection sheet will be provided to the chapter chair and the custodian. A rating of below average in any particular area will

result in a plan for improvement. Failure of a custodian to improve their performance may result in progressive discipline.

14. Increase the day Senior Custodians hourly rate by \$1.00 effective July 1, 2021.

15. Wages:

- a. Increase the wage scales by 2.0% retroactive to July 1, 2021.
- b. **Increase the wage scales by 1.75% effective July 1, 2022.**
- c. **Increase the wage scales by 1.75% effective July 1, 2023.**