

TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION
BETWEEN
PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES
(CUSTODIAL UNIT)
AND THE
PITTSFIELD SCHOOL COMMITTEE

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Pittsfield Federation of School Employees, Local 1315, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO, Custodial Unit, (hereinafter, the “Federation”) and the Pittsfield School Committee (herein after the “District”).

WHEREAS, the Federation and the District entered into a collective bargaining agreement for the period July 1, 2018 through and including June 30, 2021; and

WHEREAS, the duly-authorized representatives of the Federation and the duly authorized representatives of the District have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Federation and the District have, subject to ratification by the membership of the Federation and the District, agreed to a successor agreement for the period of July 1, 2021, through and including June 30, 2022;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. ARTICLE I – RECOGNITION, JURISDICTION AND DEFINITIONS

AMEND THE 2ND SENTENCE IN SECTION 4 TO READ:¹

The General Laws cited in the policies generally require that no person be discriminated against in employment practices including, but not limited to, hiring, promotion, transfer, discharge, pay, fringe benefits, or access to educational programs and services on the basis of race, color, sex, religion, national origin, age, handicap, ***pregnancy or pregnancy related medical conditions***, sexual orientation, union activity, military/veteran status or gender identity.

¹ Proposed changes are shown as follows: inserted/new language in ***bold italics***, and deleted language with a ~~strike through~~.

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2. ARTICLE V – PERSONNEL FILES

A. AMEND THE TITLE OF ARTICLE V TO READ AS FOLLOWS:¹

ARTICLE V
PERSONNEL FILES/EVALUATIONS

B. AMEND ARTICLE TO NUMBER THE CURRENT PARAGRAPH AS: “SECTION 1. PERSONNEL FILES”.¹

C. AMEND ARTICLE TO ADD A NEW PARAGRAPH SECTION 2 TO READ AS FOLLOWS:¹

SECTION 2. EVALUATIONS

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 October 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.

D. AMEND ARTICLE TO ADD A NEW PARAGRAPH SECTION 3 TO READ AS FOLLOWS:¹

SECTION 3. CUSTODIAL 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, however no inspections will take place in a building on a day when there is insufficient staff coverage due to custodial absences. The inspection may cover multiple assigned areas throughout the building and will be documented using the Custodial Inspection Form mutually developed by the parties attached hereto and incorporated herein by reference as Appendix G. Areas of concern/issues discovered during an inspection shall be documented in writing using the form and brought to the attention of the individual custodian, the Senior Building Custodian, and the Custodial Chapter Chairperson. The custodian shall be

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given the training and supports necessary to correct the areas of concern/issues discovered during an inspection. The repeated failure of a custodian to address an area of concern/issue may result in progressive discipline.

3. ARTICLE VII – WORK SCHEDULE

AMEND SECTION 1 PARAGRAPH A TO READ AS FOLLOWS:¹

A. The EMPLOYER shall have the right to establish work schedules provided, however, that the work week shall be five (5) consecutive days and the work day shall be eight (8) consecutive hours according to the following shift schedule:

First Shift	Monday - Friday	6:30 AM - 3:30 PM	During the school year with one (1) Hour Meal Break
Second Shift	Monday - Friday	3:00 PM - 11:00 PM	With one-half (1/2) Hour Meal Break
Second Shift ¹	Monday - Friday	12:00 PM - 8:00 PM	With one-half (1/2) Hour Meal Break
Third Shift	Sunday - Thursday	11:00 PM - 7:00 AM	With one-half (1/2) Hour Meal Break

¹ Second Shift 12:00 PM - 8:00 PM Shift only applies to Reid and Herberg Middle Schools, and Conte and Monringside Community Schools

4. ARTICLE VIII – HOLIDAYS

A. AMEND SECTION 1 – PAID HOLIDAYS TO ADD THE FOLLOWING TO THE LIST OF HOLIDAYS:¹

Juneteenth

B. AMEND SECTION 1 – PAID HOLIDAYS TO ADD THE FOLLOWING AFTER THE LAST SENTENCE IN THE PARAGRAPH:¹

Payment for the Juneteenth holiday shall be made only when the holiday falls during an employee's regular work year.

5. ARTICLE X – SAFETY PRECAUTIONS

A. AMEND THE TITLE OF ARTICLE X TO READ AS FOLLOWS:¹

ARTICLE X
SAFETY PRECAUTIONS

B. AMEND ARTICLE TO RE-NUMBER THE CURRENT PARAGRAPH "SECTION 2" TO READ "SECTION 3".¹

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C. AMEND ARTICLE TO ADD A NEW PARAGRAPH TO READ AS FOLLOWS:¹

SECTION 2. 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 or designee, 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. Said Safety Committee will meet up to four (4) times per school year.

6. ARTICLE XV – PAYROLL DEDUCTION OF DUES/AGENCY SERVICE FEE

A. AMEND THE TITLE OF ARTICLE XV TO READ AS FOLLOWS:¹

ARTICLE XV
Payroll Deduction of Dues

B. AMEND ARTICLE XV TO DELETE THE CURRENT PARAGRAPH E AND REPLACE IT WITH THE FOLLOWING:¹

E. Access/Information. *The Employer agrees to provide the Federation with access to and information about members of the bargaining unit in accordance with Chapter 73 of the Acts of 2019.*

7. ARTICLE XXX – DURATION OF CONTRACT IS AMENDED TO READ AS FOLLOWS:¹

ARTICLE XXX
Duration of Contract

This Agreement shall be effective from July 1, 2018 ~~2021~~ to the period ending June 30, 2021 ~~2022~~. Negotiations for a successor agreement will begin no later than February 14, 2021 ~~2022~~.

8. HOUSEKEEPING

GENDER NEUTRAL PRONOUNS: CHANGE ALL REFERENCE TO “HE” OR “SHE” IN THE COLLECTIVE BARGAINING AGREEMENT TO READ “HE/SHE. CHANGE ALL REFERENCE TO “HIM” OR “HER” IN THE COLLECTIVE BARGAINING AGREEMENT TO READ “HIM/HER”. CHANGE ALL REFERENCE TO “HIS” OR “HERS” IN THE COLLECTIVE BARGAINING AGREEMENT TO READ “HIS/HERS”. CHANGE ALL REFERENCE TO “THEM”, “THEY”, AND “THEIR” TO READ “THEM/THEY/THEIR”.

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9. WAGES

A. APPENDIX A – SALARY SCHEDULE

EFFECTIVE AND RETROACTIVE TO JULY 1, 2021 DELETE THE CURRENT APPENDIX A AND REPLACE IT WITH THE FOLLOWING:¹

	2021-2022		
	7/1/2021		
SENIOR BUILDING CUSTODIAN	START		10
PITTSFIELD and TACONIC HIGH SCHOOLS	\$22.39	---	\$23.03
HERBERG and REID MIDDLE SCHOOLS	\$21.75	---	\$22.38
CROSBY ELEMENTARY	\$21.56	---	\$22.18
CONTE and MORNINGSIDE COMMUNITY SCHOOLS	\$21.07	---	\$21.68
EGREMONT ELEMENTARY	\$21.07	---	\$21.68
ALLENDALE - STEARNS - WILLIAMS ELEMENTARY	\$20.90	---	\$21.50
CAPELESS ELEMENTARY	\$20.57	---	\$21.17
HIBBARD and MERCER ADMIN BUILDING	\$20.08	---	\$20.66
NIGHT SENIOR BUILDING CUSTODIAN			
PITTSFIELD and TACONIC HIGH SCHOOLS	\$21.00	---	\$21.64
HERBERG and REID MIDDLE SCHOOLS	\$20.27	---	\$20.89
CROSBY ELEMENTARY	\$20.27	---	\$20.89
SENIOR STOREKEEPER	\$21.07	---	\$22.74
WORKING FOREMAN - GROUNDS	\$21.26	---	\$21.91
ASSISTANT GROUNDS AND MINOR MAINTENANCE	\$18.78	---	\$19.35
STOCKROOM - UTILITY			
TRUCK DRIVER	\$20.53	---	\$21.16
	START	6 MONTH	10
JUNIOR BUILDING CUSTODIAN	\$16.95	\$17.87	\$18.42
MAIL COURIER	\$16.88	---	\$17.39

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NOTES:

1. The hourly rates listed in Appendix A - Salary Schedule above are effective and retroactive to July 1, 2021, and for all hours worked or any portion thereof. Retroactive pay shall be paid to all employees as soon as possible upon ratification of the 2021-2022 collective bargaining agreement. To be eligible for retroactive pay an employee must have worked during and through the end of the 2021-2022 school year or retired during or after the 2021-2022 school year.
2. Effective and retroactive to July 1, 2021, increase the hourly rates for all Senior Building Custodians (excluding Night Senior Building Custodians) listed in Appendix A – Salary Schedule by one dollar (\$1.00) as shown above.
3. Effective and retroactive to July 1, 2021, increase all hourly rates in Appendix A – Salary Schedule above by three percent (3%) as shown above.
4. The hourly rates for Night Senior Building Custodians listed in Appendix A – Salary Schedule include the shift differential of ten percent (10%) as shown above.

B. APPENDIX B - BUILDING CHECKS

EFFECTIVE AND RETROACTIVE TO JULY 1, 2021 AMEND APPENDIX B TO DELETE THE RATE CHART IN PARAGRAPH B AND REPLACE IT WITH THE FOLLOWING:¹

<u>APPENDIX B</u>	2021-2022
BUILDING CHECKS	7/1/2021
Pittsfield High School Taconic High School	\$41.47
Herberg Middle School Reid Middle School	\$38.06
Crosby Elementary School Conte Community School Egremont Elementary School Morningside Community School	\$37.14
Allendale Elementary Stearns Elementary Williams Elementary	\$34.66
Capeless Elementary	\$33.40
Hibbard Mercer Administration Building	\$32.18
	\$29.71

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NOTES:

1. The rates listed in Appendix B – Building Checks above are effective and retroactive to July 1, 2021, and for all building checks. Retroactive pay shall be paid to all employees as soon as possible upon ratification of the 2021-2022 collective bargaining agreement. To be eligible for retroactive pay an employee must have worked during and through the end of the 2021-2022 school year or retired during or after the 2021-2022 school year.
2. Effective and retroactive to July 1, 2021, the rates for Pittsfield High School and Taconic High School are increased by three dollars (\$3.00) as shown above.
3. Effective and retroactive to July 1, 2021, the rates for Herberg Middle School and Reid Middle School are increased by two dollars (\$2.00) as shown above.
4. Effective and retroactive to July 1, 2021, the rates for all other schools/buildings are increased by three percent (3%) as shown above.

10. APPENDIX G – CUSTODIAL INSPECTION FORM

ADD A NEW APPENDIX G – CUSTODIAL INSPECTION FORM AS FOLLOWS:

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APPENDIX G

CUSTODIAL INSPECTION FORM

PITTSFIELD PUBLIC SCHOOLS - Custodial Inspection Form					
DATE		TIME		SCHOOL/BUILDING	
				CUSTODIAN ON DUTY	
AREAS INSPECTED		AREAS OF CONCERN/ISSUES NOTED DURING INSPECTION			
		ROOM #	ROOM #	ROOM #	
ENTRY WAYS LOBBY AREA HALLWAYS STAIRWELLS	Floors, Entry Mats, Stairs				
	Vertical Surfaces, Glass, Ledges				
	Drinking Fountains				
RESTROOMS	Toilets, Urinals, Sinks & Fixtures				
	Supplies, Paper & Soap				
	Vertical Surfaces, Vents, Partitions, Glass, Mirrors				
	Floors, Trash, Sanitary Receptacles				
CLASSROOMS, LABS, OFFICE AREAS	Floors (Carpet or Tile)				
	Sinks & Counter Surfaces				
	Furniture				
	Lighting Fixtures & Ceiling Tiles				
	Vertical Surfaces, Vents, Doors, Glass				
	Window Sills & Ledges				
	Trash Containers				
	Univents & Heaters				
BOILER, MECHANICAL, ELECTRICAL ROOMS	Floors				
	Panels & Switches Clear				
	Air Handlers Clear				
	Storage				
	Vertical Surfaces, Vents				
AUDITORIUM & GYM	Floors (Cappet, Tile, or Wood)				
	Vertical Surfaces, Vents, Doors, Glass				
	Bleachers & Seats				
CUSTODIAL CLOSETS & OFFICES	Floors, Sink, Vertical Surfaces, Vents				
	Bottles Labeled, Supplies Stored Neatly				
	Equipment, Clean & Working				
KITCHENS & CAFETERIAS	Floors				
	Tables & Chairs				
	Vertical Surfaces & Vents				
OUTSIDE GROUNDS	Entry Ways/Sidewalks/Walk Ways				
	Grass/Mowing/Weed Whacking				
	Trash/Debris Pickup				
ADDITIONAL COMMENTS: (Attached Additional Pages if Necessary).					
EMPLOYEE RESPONSE: (Attach Additional Pages if Necessary).					
Director of Custodial Services			Custodian's Signature		
_____			_____		
DATE Presented to Employee					

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This Memorandum of Agreement is subject to ratification by the Federation and the District.
The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this 12TH day of October 2022.

PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES
LOCAL 1315, AFT, AFT MASSACHUSETTS, AFL-CIO
(CUSTODIAL UNIT)

PITTSFIELD SCHOOL COMMITTEE

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