

MEMORANDUM OF AGREEMENT
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 (hereinafter the “Employer”).

WHEREAS, The Employer and Federation are parties to a collective bargaining agreement (CBA) covering the period of July 1, 2018 through and including June 30, 2021; and

WHEREAS, the “Truck Driver” is a bargaining unit position covered by the CBA which requires a Commercial Driver’s License (CDL); and

WHEREAS Eric Bentz (Bentz) a member of the bargaining unit, and the current Truck Driver has a medical condition which disqualifies him from performing duties which require a CDL and continuing in his position; and

WHEREAS, The Employer has notified the Federation of their need and desire to increase the hourly rates of pay for the Truck Driver position due to difficulties they are having recruiting and retaining qualified applicants. The Employer and the Federation mutually agree to re-open the CBA to address issues surrounding Bentz and the Truck Driver position.

NOWTHEREFORE, the Employer and the Federation hereby agree to the following terms, conditions, and agreements:

1. The Employer and the Federation agree to increase the hourly rate of pay for the Truck Driver position:

2019-2020				
TRUCK DRIVER	1.25%	START	6 MONTH	10
		\$19.69	---	\$20.28

2020-2021				
TRUCK DRIVER	1.25%	START	6 MONTH	10
		\$19.93	---	\$20.54

2. The Employer shall post and fill the Truck Driver position as a vacancy pursuant to Article VI – Seniority of the CBA.
3. The new hourly rate of pay for the Truck Driver position shall be effective upon ratification of this agreement by the Employer and the Federation, and retroactive to the first day of work for the successful applicant.

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4. Amend Article XXIV – Pay Schedule, Section 8 – Use of Custodians with CDL as Substitutes to add a new sub-paragraph D to read:

D. Any unit member who does not possess a CDL but desires to be available for bargaining unit work which requires a CDL shall:

1. Notify the Director of Custodial Services of his/her intent in writing, an e-mail to the Director is sufficient.
2. Obtain his/her Commercial Driver's License permit from the Massachusetts Registry of Motor Vehicles (RMV), and pay all costs associated with obtaining said permit.
3. Agree to participate in a training program to obtain his/her CDL offered through Pittsfield Bus Operations. The Director of Custodial Services will coordinate with Pittsfield Bus Operations to schedule the unit member for training, and pay all costs associated with said training program.
4. Upon completion of the training program offered by Pittsfield Bus Operations the unit members shall obtain his/her CDL from the RMV, and pay all costs associated with obtaining said license.
5. Upon obtaining his/her CDL, the unit member agrees to remain on the CDL substitute list and be available to perform bargaining unit work requiring a CDL for a minimum of three (3) years from the date he/she obtains his/her CDL. The provisions of this paragraph shall not apply to any unit member, who through no fault of their own (e.g. a medical condition), is unable to obtain or maintain his/her CDL.
6. As a requirement to maintain his/her CDL, the unit member agrees to take part in drug and alcohol testing programs required by the Massachusetts RMV or the US Department of Transportation (DOT).
7. Any unit member who starts and then fails to complete the training program, or fails to meet the terms outlined above shall reimburse the employer for all reasonable costs associated with the training program offered by Pittsfield Bus Operations. The provisions of this paragraph shall not apply to any unit member, who through no fault of their own (e.g. a medical condition), is unable complete the training program or maintain his/her CDL.

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5. Amend Article XXIV – Pay Schedule, Section 8 – Use of Custodians with CDL as Substitutes to add a new sub-paragraph E to read:
- E. An eligible unit member in the Truck Driver position, who through no fault of their own (e.g. a medical condition), is unable to maintain his/her CDL may apply for any vacancy in the bargaining unit for which he/she is qualified. If no vacancies exist, then he/she may bump the least senior member of the bargaining unit in a lower classification (title) in a position for which he/she is qualified. If the member is not qualified to bump the least senior member in a lower classification (title), or he/she is the most junior member of the bargaining unit then he/she shall be subject to the layoff and recall provisions of Article XXVI – Layoff and Recall.
6. This Memorandum of Agreement does not modify any other parts of the CBA.
7. There are no other understandings, either verbal or written, between the parties regarding the subject matter contained herein.
8. This Memorandum of Agreement is subject to ratification by the Federation and the Committee. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this 16th day of October, 2019.

PITTSFIELD SCHOOL COMMITTEE

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

Katherine Yon, Chairman
Pittsfield School Committee

Kevin Unterberger, Chapter Chairperson
Custodial Unit