

TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION
BETWEEN
PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES
(BUS DRIVERS' AND ATTENDANTS' 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, Bus Drivers' and Attendants' 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 September 1, 2018 through and including August 31, 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 September 1, 2021, through and including August 31, 2022;

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

1. ARTICLE III – SENIORITY, ASSIGNMENTS, VACANCIES AND TRANSFERS

A. DELETE THE CURRENT PARAGRAPH I OF SECTION 6 CHARTER WORK ASSIGNMENTS (CHARTER RUNS) AND REPLACE IT WITH THE FOLLOWING:

I. *Effective upon ratification of the 2021-2022 collective bargaining agreement, a Driver/Attendant shall be paid his/her applicable overtime rate of pay for all hours worked or any portion thereof on a Charter Run, regardless of whether or not the employee has worked forty (40) or more hours in the work week.*

B. DELETE THE CURRENT PARAGRAPH K OF SECTION 6 CHARTER WORK ASSIGNMENTS (CHARTER RUNS):

~~**K. In the event a Driver/Attendant, through no fault of their own, must work extended time beyond the anticipated end of the Charter Work Assignment, and as a result the hourly rate of pay for a Charter Run would be less than the Driver/Attendant's regular hourly rate of pay, then he/she will be paid for all hours worked on that Charter Work Assignment at his/her regular hourly rate of pay.**~~

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C. RENUMBER PARAGRAPHS L-N OF SECTION 6 CHARTER WORK ASSIGNMENTS (CHARTER RUNS) TO READ K-M.

2. ARTICLE IV – LEAVES OF ABSENCE

AMEND PARAGRAPH G TO CHANGE THE 3RD SENTENCE TO READ:

The Personal Days must be requested in writing with ~~at least forty-eight (48) hours advance notice.~~ ***Employees must submit a written request to use a Personal Day at least forty-eight (48) hours in advance of the requested time off.***

3. ARTICLE X – IN-SERVICE TRAINING AND ORIENTATION

AMEND PARAGRAPH E TO READ:

E. Drivers and Attendants ~~required to attend in-service sessions~~ will be paid within the same payroll period ***for all in-service sessions that they attend.***

4. ARTICLE XIV – PAY SCHEDULE

AMEND SECTION 6 TO READ:

Drivers will be paid time and one half for all hours worked in excess of forty (40) hours in a week ~~exclusive of Charter Work Assignments (Charter Runs).~~ Drivers will be paid time and one half for all time worked on a holiday specified in Article XV or on Sunday ~~exclusive of Charter Runs.~~ There shall be no pyramiding of any premium, penalty or overtime pay or other benefit under this Agreement. When more than one premium, penalty, overtime rate or benefit may apply, the single highest rate only shall be paid.

5. ARTICLE XV – PAID HOLIDAYS AND VACATIONS

A. AMEND PARAGRAPH B TO ADD THE FOLLOWING TO THE LIST OF HOLIDAYS: *Juneteenth*

B. AMEND PARAGRAPH C TO ADD THE FOLLOWING AT THE END OF THE PARAGRAPH:

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

6. ARTICLE XVII – FEDERATION RIGHTS AND RESPONSIBILITIES

A. AMEND SECTION 1 TO READ AS FOLLOWS:

The Employer recognizes the Federation representative as the official representative of the Employees. ***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.***

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B. AMEND ARTICLE TO ADD A NEW SECTION 6 – SAFETY COMMITTEE TO READ:

6. 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.*

C. AMEND ARTICLE TO ADD A NEW SECTION 7 – JLMC ON EVALUATIONS TO READ:

7. 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.*

7. ARTICLE XXVI – EPIPEN/CPR/FIRST AID TRAINING

AMEND ARTICLE TO READ:¹

The School Committee agrees to provide training to bargaining unit members regarding the use of ~~Epipen~~, CPR, ***Epipen***, 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 ~~biannual~~ 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 a lump-sum payment of \$125 for each ~~training certification~~ ***certification (e.g., a member would receive \$375 if he/she holds all three (3) certifications).*** ~~to be paid~~ ***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, Epipen, and/or First Aid certification.*** 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 on seniority regardless of whether the bargaining unit member is entitled to the stipend.

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8. ARTICLE XXVII – NON-DISCRIMINATION

AMEND THE 2ND SENTENCE 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.

9. EXHIBIT C – ALCOHOL AND DRUG TESTING AGREEMENT

AMEND THE LAST SUB-PARAGRAPH UNDER FINANCIAL ISSUES FOR THE DRIVER TO READ:¹

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)~~ *thirty dollars (\$30.00)*. *This* flat rate will be effective ~~July 1, 1997~~ *upon ratification of the 2021-2022 collective bargaining agreement*.

10. ARTICLE XXVIII – DURATION OF CONTRACT IS AMENDED TO READ AS FOLLOWS:¹

ARTICLE XXVIII
Duration of Contract

This AGREEMENT shall be effective September 1, ~~2018~~ **2021**, and will continue and remain in full force and effect through midnight, August 31, ~~2021~~ **2022**.

11. 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”.

12. WAGES

A. EFFECTIVE SEPTEMBER 1, 2021 DELETE THE CURRENT EXHIBIT A - HOURLY PAY RATE SCHEDULE AND REPLACE IT WITH THE FOLLOWING:

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BUS DRIVERS	9/1/2021
	2021-2022
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
BUS ATTENDANTS	9/1/2021
	2021-2022
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

NOTES:

1. October 1st shall be used as the calculation date to determine an employee's seniority for purposes of the Longevity salary increases above.
- ~~2. Effective September 1, 2011, if an individual receives training from the Pittsfield Public Schools to become a bus driver and subsequently is hired as a bus driver for the Pittsfield Public Schools, said individual shall receive a two hundred dollar (\$200) one-time bonus upon completion of one (1) continuous full year of service as a bus driver for the Pittsfield Public Schools.~~
2. The hourly rates listed in Exhibit A - Hourly Pay Rate Schedule above shall be effective and retroactive to September 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.
3. Effective upon ratification of the 2021-2022 collective bargaining agreement, all newly hired Bus Drivers shall receive a sign-on bonus in the total amount of one-thousand two-hundred dollars (\$1200.00) to be paid in quarterly installments of three hundred dollars (\$300.00) during their first year of employment. Sign-on bonuses shall be paid to eligible employees for the 2021-2022 school year as soon as possible upon ratification of the 2021-2022 collective bargaining agreement.
4. Bus Drivers hired prior to the start of the 2021-2022 school year shall receive a one-time bonus of one-thousand dollars (\$1000.00). Bus Attendants hired prior to the ratification of the 2021-2022 collective bargaining agreement shall receive a one-time bonus of five-hundred dollars (\$500.00). To be eligible for this one-time bonus an employee must have worked during and through the end of the 2021-2022 school year, retired during the 2021-2022 school year, or submitted his/her notice of intent to retire from the Pittsfield Public Schools at the end of the 2021-2022 school year prior to June 30, 2022. An employee who resigned his/her position or had his/her employment terminated by the employer shall not be eligible. Payment of said one-time bonus shall be made to eligible employees no later than December 30, 2022.

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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 14TH day of September 2022.

PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES
LOCAL 1315, AFT, AFT MASSACHUSETTS, AFL-CIO
(BUS DRIVERS' AND ATTENDANTS' UNIT)

PITTSFIELD SCHOOL COMMITTEE

2021-2022

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