

**TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION**  
**BETWEEN**  
**PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES**  
**(CAFETERIA 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, Cafeteria 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 I – FEDERATION RECOGNITION, JURISDICTION AND DEFINITIONS**

**A. AMEND ARTICLE TO DELETE THE CURRENT PARAGRAPH D – AGENCY SERVICE FEE AND REPLACE IT WITH THE FOLLOWING:**<sup>1</sup>

***D. 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.***

**B. AMEND PARAGRAPH E – NON-DISCRIMINATION TO CHANGE THE 2<sup>ND</sup> SENTENCE TO READ:**<sup>1</sup>

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 activity.

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<sup>1</sup> Proposed changes are shown as follows: inserted/new language in ***bold italics***, and deleted language with a ~~strikethrough~~.

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2. ARTICLE III - COMPENSATION

A. AMEND PARAGRAPH A3 TO ADD THE FOLLOWING TO THE LIST OF CAFETERIA EMPLOYEES:<sup>1</sup>

*Assistant Cook/Manager High School*

B. AMEND PARAGRAPH B3 TO ADD THE FOLLOWING TO THE LIST OF HOLIDAYS:<sup>1</sup>

*Juneteenth*

C. AMEND PARAGRAPH B4 TO ADD THE FOLLOWING SENTENCE TO THE END OF THE PARAGRAPH:<sup>1</sup>

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

3. ARTICLE V – WORKING CONDITIONS

A. AMEND ARTICLE TO ADD A NEW PARAGRAPH K TO READ:

*K. 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.*

B. AMEND ARTICLE TO ADD A NEW PARAGRAPH L TO READ:

*L. 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.*

4. ARTICLE VII – LEAVES OF ABSENCE

AMEND PARAGRAPH B – PERSONAL LEAVE TO ADD THE FOLLOWING AFTER THE LAST SENTENCE:

*Employees must submit a written request to use a day of Personal Leave at least forty-eight (48) hours in advance of the requested time off.*

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**5. ARTICLE X – PROFESSIONAL TRAINING**

**AMEND ARTICLE TO READ:**<sup>1</sup>

**A.** The School Committee shall make the following training available in the specified frequencies, and employees will be paid for the time to travel, if any, and time at the training according to Article III(D):

TRAINING	FREQUENCY
Serve Safe	Every Five (5) Years
Epipen	Every Six (6) Months
CPR	Annually

**B.** *In addition to the training listed above, the Committee will provide paid annual continuing education/training to all members of the bargaining unit as currently required by the US Department of Agriculture (USDA) Food and Nutrition Service:*

Job Category	Annual Training Requirements
Cook Managers	10 Hours
All Other Staff	6 Hours
Part-Time Staff	4 Hours

**C.** *Should the USDA Food and Nutrition Service change the annual continuing education/training requirements listed above, then the parties shall re-open this agreement solely for the purpose of bargaining over the impact of said changes.*

**6. ARTICLE XVI – DURATION**

**AMENDED PARAGRAPH A TO READ AS FOLLOWS:**<sup>1</sup>

**ARTICLE XVI**  
Duration

**A.** This Agreement and each of its provisions shall be in effect as of September 1, ~~2018~~ **2021**, and shall continue in full force and effect until August 31, ~~2021~~ **2022**. Negotiations for a subsequent agreement shall commence on or before August 1, ~~2021~~ **2022** on all items.

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**7. 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”.

**8. WAGES**

**EFFECTIVE SEPTEMBER 1, 2021 DELETE THE CURRENT APPENDIX A - SALARY SCHEDULE AND REPLACE IT WITH THE FOLLOWING:**

2021-2022 9/1/2021	STEP									
	1	2	3	4	5	6	7	8	9	10
<b>COOK MANAGER</b>										
<b>High/Middle</b>	\$18.51	\$19.06	\$19.61	\$20.16	\$20.71	\$21.26	\$21.81	\$22.36	\$22.91	\$23.46
<b>Associates Degree</b>	\$20.51	\$21.06	\$21.61	\$22.16	\$22.71	\$23.26	\$23.81	\$24.36	\$24.91	\$25.46
<b>Bachelors Degree</b>	\$21.51	\$22.06	\$22.61	\$23.16	\$23.71	\$24.26	\$24.81	\$25.36	\$25.91	\$26.46
<b>COOK MANAGER</b>										
<b>Elementary</b>	\$17.76	\$18.31	\$18.86	\$19.41	\$19.96	\$20.51	\$21.06	\$21.61	\$22.16	\$22.71
<b>Associates Degree</b>	\$19.76	\$20.31	\$20.86	\$21.41	\$21.96	\$22.51	\$23.06	\$23.61	\$24.16	\$24.71
<b>Bachelors Degree</b>	\$20.76	\$21.31	\$21.86	\$22.41	\$22.96	\$23.51	\$24.06	\$24.61	\$25.16	\$25.71
<b>ASSISTANT COOK MANAGER</b>	\$16.77	\$17.32	\$17.87	\$18.42	\$18.97	\$19.52	\$20.07	\$20.62	\$21.17	\$21.72
<b>High School</b>										
<b>BAKER/VAN DRIVER</b>	\$15.78	\$16.33	\$16.88	\$17.43	\$17.98	\$18.53	\$19.08	\$19.63	\$20.18	\$20.73
<b>CAFETERIA HELPER</b>	\$15.00	\$15.55	\$16.10	\$16.65	\$17.20	\$17.75	\$18.30	\$18.85	\$19.40	\$19.95

**NOTES:**

1. The hourly rates listed in Appendix A - Salary Schedule above are 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.
2. Effective with the ratification of the 2021-2022 collective bargaining agreement any Cook Manager who produces documentation satisfactory to the employer showing completion/award of an Associates (2-Year) Degree or a Bachelors (4-Year) Degree from an accredited college or university shall advance to the appropriate column on the Salary Schedule at his/her current Step and be paid at the new hourly rate going forward for all hours worked or any portion thereof. Advancement on the Salary Schedule shall occur no later than the first full payroll cycle after an

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employee produces required documentation to the employer. Payment of the Associates/Bachelors Degree rate shall be retroactive to September 1, 2021, or the date the employee was awarded his/her degree, whichever is later. Eligible Employees shall have until October 15, 2022 to submit documentation to the employer.

3. Upon ratification of the 2021-2022 collective bargaining agreement all members of the bargaining unit employed by the District during (FY2022), the 2021-2022 school year, will be placed on the 2021-2022 Salary Schedule according to the migration schedule below and paid at their new hourly rate going forward and for all hours worked or any portion thereof retroactive to September 1, 2021, or their date of hire (whichever is later):

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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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 14<sup>TH</sup> day of September 2022.

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

**PITTSFIELD SCHOOL COMMITTEE**

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2021-2022

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