

TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION
BETWEEN
PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES
(EDUCATIONAL SECRETARIES 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, Educational Secretaries 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 PARAGRAPH D 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 ~~strikethrough~~.

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

2. **ARTICLE IV – EVALUATIONS/PERSONNEL FILES**

AMEND ARTICLE TO DELETE THE CURRENT PARAGRAPH A AND REPLACE IT WITH THE FOLLOWING:¹

A. ***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.*

3. **ARTICLE VIII – PAID HOLIDAYS**

A. **AMEND PARAGRAPH A – FULL YEAR EMPLOYEES TO ADD THE FOLLOWING TO THE LIST OF HOLIDAYS IN PARAGRAPH B1:**¹ ***Juneteenth***

B. **AMEND PARAGRAPH B – SCHOOL YEAR EMPLOYEES TO ADD THE FOLLOWING TO THE LIST OF HOLIDAYS IN PARAGRAPH B1:**¹ ***Juneteenth***

C. **AMEND PARAGRAPH B – SCHOOL YEAR EMPLOYEES TO ADD A NEW PARAGRAPH B2 TO READ:**¹

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

4. **ARTICLE X – LEAVES OF ABSENCE**

A. **AMEND PARAGRAPH E – AND PARAGRAPH E1 TO READ:**

E. **EMERGENCIES- OTHER LEAVES**

1. **PERSONAL LEAVE.** Absence without loss of pay not to exceed two (2) days in any year may be granted by the EMPLOYER for reasons other than personal illness, in cases of extreme necessity or personal hardship, provided application is made to the Superintendent in writing, if possible, in advance. A reason is not required. One (1) unused day may be carried over to the next year, provided the total days in any given year do not exceed three (3) days. ***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.***

B. **AMEND PARAGRAPH E2 TO READ:**

2. **EMERGENCIES.** ***Absences approved by an immediate supervisor, not exceeding three (3) hours are not chargeable to Personal Leave.***

C. **AMEND PARAGRAPH E3 TO ADD THE FOLLOWING BEFORE THE 1ST SENTENCE:**

“EMERGENCY WEATHER DAYS.”

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

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

5. ARTICLE XVI – FEDERATION RIGHTS AND RESPONSIBILITIES

AMEND ARTICLE TO ADD A NEW PARAGRAPH E – SAFETY COMMITTEE TO READ:¹

E. 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 XXI – AGENCY SERVICE FEE

A. DELETE THE CURRENT ARTICLE AND REPLACE IT WITH THE FOLLOWING:¹

ARTICLE XXI
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.

B. DELETE ANY ADDITIONAL REFERENCES TO AGENCY SERVICE FEE IN THE CURRENT COLLECTIVE BARGAINING AGREEMENT.¹

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

ARTICLE XXVII
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. POSITION UPGRADES

A. EFFECTIVE WITH THE RATIFICATION OF THE 2021-2022 COLLECTIVE BARGAINING AGREEMENT THE POSITION OF BOOKKEEPER SHALL BE MOVED FROM THE 52-WEEK SECRETARIAL SALARY SCHEDULE TO THE BUSINESS OFFICE SALARY SCHEDULE.

B. EFFECTIVE WITH THE RATIFICATION OF THE 2021-2022 COLLECTIVE BARGAINING AGREEMENT THE HOURS OF WORK FOR THE POSITION OF SECRETARY TO THE DIRECTOR OF CUSTODIAL SERVICES SHALL BE INCREASED FROM THIRTY-FIVE (35) HOURS/WEEK TO FORTY (40) HOURS/WEEK.

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

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

9. 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”.

10. WAGES

A. EFFECTIVE JULY 1, 2021 DELETE THE CURRENT APPENDIX A: SALARY SCHEDULE – FULL YEAR EMPLOYEES AND REPLACE IT WITH THE FOLLOWING:¹

2021-2022								
SECRETARIAL (52-WEEK)	Base	Associates Degree	Bachelors Degree		BUSINESS OFFICE	Base	Associates Degree	Bachelors Degree
1	\$17.19	\$19.19	\$20.19		1	\$19.30	\$21.30	\$22.30
2	\$17.69	\$19.69	\$20.69		2	\$19.80	\$21.80	\$22.80
3	\$18.19	\$20.19	\$21.19		3	\$20.30	\$22.30	\$23.30
4	\$18.69	\$20.69	\$21.69		4	\$20.80	\$22.80	\$23.80
5	\$19.19	\$21.19	\$22.19		5	\$21.30	\$23.30	\$24.30
6	\$19.69	\$21.69	\$22.69		6	\$21.80	\$23.80	\$24.80
7	\$20.19	\$22.19	\$23.19		7	\$22.30	\$24.30	\$25.30
8	\$20.69	\$22.69	\$23.69		8	\$22.80	\$24.80	\$25.80
9	\$21.19	\$23.19	\$24.19		9	\$23.30	\$25.30	\$26.30
10	\$21.69	\$23.69	\$24.69		10	\$23.80	\$25.80	\$26.80

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. 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 July 1, 2021, or their date of hire (whichever is later):

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

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

2020-2021	2021-2022
STEP	STEP
START	3
1	3
2	3
3	4
4	5
6	6
10	7

3. Effective with the ratification of the 2021-2022 collective bargaining agreement any member of the bargaining unit 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 payroll cycle after an employee produces required documentation to the employer. Payment of the Associates/Bachelors Degree rate shall be retroactive to July 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.
4. An employee grandfathered and currently receiving a \$1606 differential (stipend) pursuant to the parties' 2011-2014 collective bargaining agreement, shall continue to receive said differential (stipend), provided he/she continues to occupy a position which qualifies for said payment. The differential (stipend) is prorated for part-time employees.

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

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

B. EFFECTIVE JULY 1, 2021 DELETE THE CURRENT APPENDIX B: SALARY SCHEDULE – SCHOOL YEAR EMPLOYEES AND REPLACE IT WITH THE FOLLOWING:

2021-2022			
SECRETARIAL (40-WEEK)	Base	Associates Degree	Bachelors Degree
1	\$17.05	\$19.05	\$20.05
2	\$17.55	\$19.55	\$20.55
3	\$18.05	\$20.05	\$21.05
4	\$18.55	\$20.55	\$21.55
5	\$19.05	\$21.05	\$22.05
6	\$19.55	\$21.55	\$22.55
7	\$20.05	\$22.05	\$23.05
8	\$20.55	\$22.55	\$23.55
9	\$21.05	\$23.05	\$24.05
10	\$21.55	\$23.55	\$24.55

NOTES:

1. The hourly rates listed in Appendix B - 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. 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 July 1, 2021, or their date of hire (whichever is later):

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

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

2020-2021	2021-2022
STEP	STEP
START	3
1	3
2	3
3	4
4	5
6	6
10	7

3. Effective with the ratification of the 2021-2022 collective bargaining agreement any member of the bargaining unit 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 payroll cycle after an employee produces required documentation to the employer. Payment of the Associates/Bachelors Degree rate shall be retroactive to July 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.

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

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

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
(EDUCATIONAL SECRETARIES UNIT)

PITTSFIELD SCHOOL COMMITTEE

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