

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, 2014 through and including August 31, 2017; 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, 2017, through and including August 31, 2018;

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

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

A. AMEND ARTICLE III TO INCORPORATE THE CHANGES TO SECTION 1 THROUGH SECTION 9 PREVIOUSLY AGREED TO BY THE PARTIES IN THEIR PERAC MOA DATED 8/30/2017.

B. AMEND SECTION 4 TO CHANGE THE LAST SENTENCE TO READ AS FOLLOWS:

Upon the vacancy of an Additional Route Assignment, the particular Additional Run shall be offered first to the most senior Driver/Attendant, and then in turn to other Drivers/Attendants by seniority, provided the employee is available ***and qualified*** to perform the work.

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

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C. SECTION 9 IS AMENDED TO READ AS FOLLOWS:

Section 9. Non-Driving Work

On occasion extra work is needed in School Bus Operations unrelated to driving a school bus. The work includes vehicle repair and maintenance, timing routes, repairing damaged seats, installing seat belts, cleaning offices and toilets or delivering school mail.

If a Driver or Attendant is used to do this work, the work will be posted and given to the most senior driver or attendant who applies under the following conditions:

1. the Driver or Attendant can complete the work during the time period specified.
2. the Driver or Attendant is qualified to do the work.
3. the Driver or Attendant can do the work without it resulting in the payment of overtime.

If an Attendant performs non-driving work equal to a driver, he or she will be paid on the same pay schedule as the Driver, which shall be considered part of the employee's regular/ordinary compensation.

The training of new Drivers/Attendants and/or fueling vehicles will be posted as Additional Route Assignments, however the Director of Bus Operations will have discretion to select an applicant for the position/work. ***The combination of an employee's Daily Route Assignment and Additional Route Assignment for training and/or fueling of vehicles shall not exceed forty (40) hours per week.*** Employees who perform such work shall be paid at his/her applicable hourly rate of pay, for all hours worked, which shall be considered part of the employee's regular/ordinary compensation.

A list of Non-Driving Work (if any) for the summer months of June, July, and August shall be posted as Summer Route Assignments, in accordance with Section 5, above.

D. THE DISTRICT AND THE FEDERATION AGREE IF THE MODIFICATIONS TO SECTION 9 ABOVE DO NOT SATISFY CONCERNS OF THE REPRESENTATIVES OF PERAC, THEN THE DISTRICT AND THE FEDERATION MUTUALLY AGREE TO RE-OPEN THE PARTIES' COLLECTIVE BARGAINING AGREEMENT (CBA) TO NEGOTIATE LANGUAGE WHICH DOES, AND TO INCORPORATE SAID LANGUAGE INTO THE NEXT REVISION OF THE CBA.

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2. ARTICLE IV – LEAVES OF ABSENCE

A. AMEND THE 1ST SENTENCE IN PARAGRAPH A TO READ:¹

A. UNPAID LEAVE OF ABSENCE. An approved leave of absence without pay may be granted to a member of the unit for a period up to one (1) year.

B. AMEND PARAGRAPH F TO READ:¹

F. JURY DUTY. Drivers and Attendants who are absent because of jury duty will receive the difference between their compensation for jury duty and their regular compensation so that such drivers suffer no reduction in regular income as the result of jury duty provided the employee immediately gives the Employer proper notice of said jury duty and thereafter provides the Employer with appropriate proof of service and the amount which she/he was paid for jury service.

C. AMEND PARAGRAPH G TO READ:¹

G. PERSONAL DAYS. Employees shall receive one (1) *Personal Days* during the first year of employment. Employees shall receive two (2) *Personal Days* after their first year of employment, and may carry over unused *Personal Days* from year to year, accumulating them to not more than five (5) days. The *Personal Days* must be requested in writing with at least forty-eight (48) hours advance notice. Employees must use their *Personal Days* before requesting any other personal leave without pay. No more than two (2) employees may be granted a *Personal leave Day* on a given day. The employee shall be compensated ~~at the package rate~~ *for his/her Daily Route Assignments at his/her regular scheduled hours per day hourly rate of pay.*

D. AMEND THE 1ST SENTENCE IN PARAGRAPH H TO READ:¹

H. FAMILY AND MEDICAL LEAVE ACT (FMLA). An employee who meets the Federal requirements to qualify for leave under the FMLA is eligible for the following leaves upon completion of the appropriate FMLA forms and verification that the leave qualifies under the FMLA.

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E. AMEND THE 1ST SENTENCE IN PARAGRAPH I TO READ:¹

I. SMALL NECESSITIES LEAVE ACT (SNLA). An employee who meets the statutory requirements to qualify for leave under the Small Necessities Leave Act (SNLA) is eligible for unpaid leave for the purposes allowed under M.G.L. c. 149, § 52D upon verification that the leave qualifies under the SNLA.

F. ADD A NEW PARAGRAPH J TO READ AS FOLLOWS:¹

J. An employee who meets the statutory requirements to qualify for leave under the Domestic Violence Leave Act (DVLA), or the Parental Leave Act (PLA) is eligible for unpaid leave for the purposes allowed under said laws upon verification that the leave qualifies under the laws. Accumulated paid leave may only be substituted if the reason for the leave would have normally qualified for paid leave.

G. ADD A NEW PARAGRAPH K TO READ AS FOLLOWS:¹

L. LEAVE FOR CONFERENCES, CONVENTIONS, ETC. Two (2) official delegates of the Bus Driver and Attendants Unit of the Federation may be granted up to three (3) days leave with pay to attend conventions of affiliated bodies, conferences, or other functions.

3. AMEND ARTICLE V – HEALTH INSURANCE TO READ AS FOLLOWS:¹

ARTICLE V
GROUP INSURANCE

An eligible employee may participate in group insurance plans offered by the City of Pittsfield through the ~~Group Insurance Commission (GIC) through June 30, 2015, and then an eligible employee shall be entitled to participate in group insurance plans offered by the City of Pittsfield through the~~ Massachusetts Interlocal Insurance Association/BlueCross BlueShield Massachusetts (MIIA/BCBSMA) as provided in the memorandum of agreement, hereinafter “the Section 19 Agreement”, between the City of Pittsfield and the Public Employee Committee dated ***April 6, 2018***. ~~Said Section 19 Agreement transfers health coverage from the GIC to MIIA/BCBSMA under M.G.L. c. 32b, § 19, effective July 1, 2015.~~ Eligible employees shall receive health insurance benefits in accordance with provisions of the Section 19 Agreement, ~~and effective July 1, 2015 the Committee shall contribute eighty five (85) percent and an employee shall contribute fifteen (15) percent towards health insurance premiums for all plans offered under said agreement.~~ A copy of the Section 19 Agreement is attached hereto, and incorporated herein by reference as ~~Appendix~~ ***Exhibit D***. Health insurance premium deductions shall be equalized throughout the year based upon twenty (20) payroll periods. Health insurance premium increases effective July 1st will be deducted from an employee’s paycheck during the month of June.

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4. AMEND ARTICLE IX – BEREAVEMENT LEAVE TO READ AS FOLLOWS:¹

ARTICLE XI
BEREAVEMENT LEAVE

In the event of a death of a member of the immediate family, ~~employees~~ ***an employee*** will be entitled to ***leave for*** five (5) ~~consecutive~~ work days ***without loss of pay.*** ~~, such days to begin with either the day of death or the day of the funeral at the employee's discretion.~~ Immediate family includes parents, spouse, life partner/companion, children, stepchildren, mother-in-law, father-in-law, siblings and a person for whom the employee has had the responsibility for making funeral arrangements.

~~Employees~~ ***An employee*** shall be entitled to ***leave for*** four (4) ~~consecutive school work~~ days ***without loss of pay*** ~~to take effect from the date of~~ ***for the*** death of a grandparent, grandchild, brother in-law, ~~and~~ sister in-law or someone living in the immediate household.

In the case of the death of a relative of the second degree, ~~the employee~~ ***an employee*** shall be entitled ***to leave*** without loss of pay ~~to the~~ ***for one (1) day or part thereof necessary to attend the funeral.*** Relatives of the second degree include uncles, aunts, nephews, nieces, cousins and in-laws other than mentioned above.

Leave under this section may be taken immediately following the death or commensurate with the funeral and/or memorial service, at the discretion of the employee. An employee will normally be required to take leave granted under this section within ten (10) work days of the date of death, however an employee may request he/she be allowed to take his/her leave at some point in time beyond ten (10) work days to accommodate for travel, legal obligations, or religious reasons. Any request to take leave beyond ten (10) work days from the date of death shall be made in writing to the Superintendent or his/her designee, and must include the dates requested and the reason for the request. Such requests shall not be unreasonably denied.

Permission to attend the funeral service of a member of the bargaining unit shall be granted to a representative group of employees on the death of an employee.

5. ARTICLE X – IN-SERVICE TRAINING AND ORIENTATION

AMEND PARAGRAPH 5 TO READ AS FOLLOWS:

5. Drivers and attendants ~~who are~~ required to attend in-service sessions will be paid as ~~soon as possible~~ ***within the same payroll period.***

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6. ARTICLE XIV – PAY SCHEDULE

AMEND ARTICLE XIV TO INCORPORATE THE CHANGES TO SECTION 1 THROUGH SECTION 9 PREVIOUSLY AGREED TO BY THE PARTIES IN THEIR PERAC MOA DATED 12/16/2017.

7. AMEND ARTICLE XXVII – NON-DISCRIMINATION TO READ AS FOLLOWS:

ARTICLE XXVII
NON-DISCRIMINATION

It is the policy of the Pittsfield Public Schools to abide by the letter and spirit of the laws of the Commonwealth and of the United States that guarantee the equal and unbiased treatment of all students, parents, and employees of the Pittsfield Public Schools. 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, sexual orientation, union activity, *military/veteran status* or gender identity.

8. ARTICLE XXVII – DURATION IS AMENDED TO READ AS FOLLOWS:

ARTICLE XXVIII
DURATION OF CONTRACT

This AGREEMENT shall be effective September 1, ~~2014~~ **2017**, and will continue and remain in full force and effect through midnight, August 31, ~~2017~~ **2018**.

9. WAGES

A. EFFECTIVE AT 12:00 AM ON MAY 6, 2018 INCREASE ALL HOURLY PAY RATES IN EXHIBIT A BY ONE AND ONE-QUARTER PERCENT (1.25%).

B. AMEND EXHIBIT A – HOURLY PAY RATE SCHEDULE TO READ AS FOLLOWS:

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EXHIBIT A
HOURLY PAY RATE SCHEDULE

BUS DRIVERS	2017-2018
1-6 YEARS OF EMPLOYMENT IN THE BARGAINING UNIT	\$15.49
AFTER 6 YEARS OF EMPLOYMENT IN THE BARGAINING UNIT	\$16.27
AFTER 10 YEARS OF EMPLOYMENT IN THE BARGAINING UNIT	\$17.05
AFTER 15 YEARS OF EMPLOYMENT IN THE BARGAINING UNIT	\$17.81
BUS ATTENDANTS	2017-2018
1-6 YEARS OF EMPLOYMENT IN THE BARGAINING UNIT	\$11.14
AFTER 6 YEARS OF EMPLOYMENT IN THE BARGAINING UNIT	\$11.51
AFTER 10 YEARS OF EMPLOYMENT IN THE BARGAINING UNIT	\$11.89
AFTER 15 YEARS OF EMPLOYMENT IN THE BARGAINING UNIT	\$12.65

10. AMEND EXHIBIT D AS FOLLOWS:

- A. DELETE THE CURRENT EXHIBIT D, GROUP INSURANCE – MEMORANDUM OF AGREEMENT.**
- B. ADD A NEW EXHIBIT D, MEMORANDUM OF AGREEMENT – HEALTH INSURANCE, TO INCLUDE THE SECTION 19 AGREEMENT BETWEEN THE CITY OF PITTSFIELD AND THE PUBLIC EMPLOYEE COMMITTEE, DATED APRIL 6, 2018.**

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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 25th day of April 2018.

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

PITTSFIELD SCHOOL COMMITTEE

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