

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, 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 I – RECOGNITION

AMEND SECTION E TO READ AS FOLLOWS:¹

E. 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 activity.

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2. ARTICLE III – COMPENSATION

AMEND PARAGRAPH A3 TO READ AS FOLLOWS:¹

3. The following designation of cafeteria employees shall be used for salary purposes:
- High and Middle School Cook Manager
 - Community School and Crosby School Cook Manager
 - Elementary School Cook Manager
 - Baker - High, Middle, Community, Crosby
 - ***Cafeteria Van Driver - Taconic High School***
 - Cafeteria Helper

3. ARTICLE IV – FRINGE BENEFITS

AMEND PARAGRAPH A1 TO READ AS FOLLOWS:¹

1. The Committee and the Union are parties to a Memorandum of Agreement, dated ~~March 13, 2015~~ ***April 6, 2018*** hereinafter “the Section 19 Agreement” which provides for health insurance benefits to be provided through the Massachusetts Interlocal Insurance Association/BlueCross BlueShield Massachusetts (MIIA/BCBSMA). Employees shall receive health insurance benefits in accordance with the Section 19 Agreement so long as said Agreement is in effect. The Section 19 Agreement is attached hereto, and incorporated herein by reference as Appendix B.

4. ARTICLE V – WORKING CONDITIONS

A. AMEND PARAGRAPH J TO READ AS FOLLOWS:¹

J. Clothing Allowance

Effective upon ratification, all employees shall receive annually a clothing allowance of one hundred and seventy dollars (\$170), which shall be available as follows: (1) the allowance shall be in the form of reimbursement of costs incurred by the employee; (2) reimbursement shall be made up to the amount of the allowance upon presentation of receipts for merchandise the employee purchases; and (3) reimbursement shall be for the purchase of ***items which are part of the standard uniform not provided by the employer.*** ~~white or black pants and rubber-soled or otherwise appropriate and safe white or black shoes. Thereafter,~~ All receipts must be submitted no later than June 30th of each year. Effective September 1, ***2017***, up to ~~thirty~~ ***fifty*** dollars ~~(\$30)~~ ***(\$50)*** of the above-referenced one hundred and seventy dollar (\$170) clothing allowance may be used

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for tailoring and/or laundering costs. The allowance shall be in form of reimbursement of costs incurred by the employee upon presentation of receipts for said tailoring and/or laundering costs. All employees shall be required to wear the following standard uniform:

- a. Pair of standard slip-resistant (non-skid) shoes.
- b. ~~Black or white socks~~ **Socks.**
- c. Black or white pants, excluding knit or sweatpants.
- d. Collared polo shirts with food service logo (provided by employer).
- e. ~~Colored t-shirts with or without food service logo.~~
- f. White or blue cobbler apron during meal preparation; colored apron during serving period (provided by employer).
- g. Latex-free vinyl gloves during food preparation and serving (provided by employer).
- h. Hair restraint: caps or visors (provided by employer).
- i. ~~Hair-nets and/or hair-ties can be purchased as part of the uniform allowance.~~

B. AMEND ARTICLE TO DELETE PARAGRAPH K – VENDING MACHINE.

5. ARTICLE VII – LEAVES OF ABSENCE

A. AMEND PARAGRAPH D – BEREAVEMENT LEAVE TO READ AS FOLLOWS:¹

D. BEREAVEMENT LEAVE

~~1. In the event of a death of a member of the immediate family, cafeteria workers~~ ***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 cafeteria worker'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.

~~2. Cafeteria workers~~ ***An employee*** shall be entitled to ***leave for*** four (4) ~~consecutive~~ work days ***without loss of pay*** ~~to take effect from the day of~~ ***for the*** death ~~or the day of the funeral at the cafeteria worker's discretion~~ of a grandparent, grandchild, brother-***in-law***, and sister-in-law or someone living in the immediate household.

~~3. In the case of the death of a relative of the second degree, the cafeteria worker~~ ***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

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include uncles, aunts, nephews, nieces, cousins and in-laws other than mentioned above.

4. 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.

5. 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.

B. PARAGRAPH L – SICK LEAVE BANK

1) AMEND THE 2ND SENTENCE IN PARAGRAPH L2 TO READ:¹

This agreement must be in written form (***an e-mail to the Director of Human Resources with a copy to the Chapter Chairperson is sufficient***).

2) AMEND PARAGRAPH L4I TO READ AS FOLLOWS:¹

- i. Written medical evidence (~~i.e. e.g., medical doctor's~~ ***a note from the employee's medical provider***) submitted by the employee indicating the inability of the employee to perform his/her duties. The medical evidence must include the specific nature of the illness and/or injury, and the date the employee may be expected to return to work.

3) AMEND THE 2ND AND 3RD SENTENCES IN PARAGRAPH L7 TO READ AS FOLLOWS:¹

Application to the Sick Leave Bank Committee must be made ***in writing*** at least two (2) weeks prior to the expiration of accrued sick leave to expedite benefits (***an e-mail to the Director of Human Resources with a copy to the Chapter Chairperson is sufficient***). All applications must include certification ~~by a physician~~ ***from the employee's medical provider***.

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4) AMEND PARAGRAPH L10 TO ADD THE FOLLOWING AFTER THE LAST SENTENCE OF THE PARAGRAPH:¹

The Committee shall make available to the Federation upon request the current balance of the Sick Leave Bank, as well as a detailed list of all donations/assessments to and withdrawals from the Sick Leave Bank.

C. AMEND ARTICLE TO ADD A NEW PARAGRAPH N TO READ AS FOLLOWS:¹

N. 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. An eligible employee may elect to take leave in increments of two (2) hours. Accumulated paid leave may only be substituted if the reason for the leave would have normally qualified for paid leave.

D. AMEND ARTICLE TO ADD A NEW PARAGRAPH O TO READ AS FOLLOWS:¹

O. LEAVE FOR CONFERENCES, CONVENTIONS, ETC.

With the approval of the School Committee, no more than two (2) official delegates of the Cafeteria Unit of the Pittsfield Federation of School Employees may be granted by no more than three (3) days leave with pay to attend conventions of affiliated bodies, educational conferences or other functions which contribute to the advancement of educational welfare in the City of Pittsfield.

E. AMEND ARTICLE TO ADD A NEW PARAGRAPH P TO READ AS FOLLOWS:¹

P. An employee who meets the statutory requirements to qualify for leave under the Domestic Violence Leave Act (DVLA) 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.

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6. ARTICLE XVI – DURATION

A. AMEND PARAGRAPH A TO READ AS FOLLOWS:

**ARTICLE XVI
DURATION**

A. This Agreement and each of its provisions shall be in effect as of September 1, ~~2014~~ **2017**, and shall continue in full force and effect until August 31, ~~2017~~ **2018**. Negotiations for a subsequent agreement shall commence on or before August 1, ~~2017~~ **2018** on all items.

7. WAGES

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

B. AMEND APPENDIX A – SALARY SCHEDULE TO READ AS FOLLOWS:

**APPENDIX A
SALARY SCHEDULE**

2017-2018	1.25%						
Years of Service	Start	3	5	6	7	10	15
COOK MANAGER							
High/Middle	\$15.72	\$16.41	\$16.67	\$16.94	\$17.29	\$18.15	\$18.65
Elementary	\$15.00	\$15.65	\$15.97	\$16.21	\$16.59	\$17.44	\$17.94
BAKER	\$13.10	\$13.80	\$14.06	\$14.26	\$14.63	\$15.42	\$15.92
CAFETERIA HELPER	\$12.34	\$12.96	\$13.20	\$13.39	\$13.66	\$14.36	\$14.86

8. AMEND APPENDIX B AS FOLLOWS:

A. DELETE THE CURRENT APPENDIX B, GROUP INSURANCE – MEMORANDUM OF AGREEMENT.

B. ADD A NEW APPENDIX B, 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
(CAFETERIA UNIT)**

PITTSFIELD SCHOOL COMMITTEE

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