

TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION
BETWEEN
PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES
(CUSTODIAL 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, Custodial 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, 2014 through and including June 30, 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 July 1, 2017, through and including June 30, 2018;

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

1. ARTICLE I – RECOGNITION, JURISDICTION, AND DEFINITIONS

A. AMEND SECTION 4 TO READ AS FOLLOWS:¹

SECTION 4. 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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B. AMEND ARTICLE TO ADD A NEW SECTION 5 TO READ AS FOLLOWS:¹

SECTION 5. INFORMATION

The Committee and the Union each agree to make such information available to the other party after a reasonable request for same as is required by General Laws, Chapter 150E.

2. ARTICLE XIII – LEAVES OF ABSENCE

A. SECTION 2 – SICK LEAVE BANK

1) AMEND THE 2ND SENTENCE IN PARAGRAPH B TO READ AS FOLLOWS: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 D TO READ AS FOLLOWS:¹

D. GRANT OF SICK LEAVE BANK BENEFIT. A grant of sick leave from the Sick Leave Bank shall be made by majority vote of those Sick Leave Bank Committee members present and voting, but no meeting shall be held and no vote shall be taken unless a quorum is present. The quorum for meetings of the Sick Leave Bank Committee is three members present. The decision of the Sick Leave Bank Committee shall be final and binding and not subject to the grievance procedure and/or arbitration. *The Sick Leave Bank Committee shall consider the following factors when determining the eligibility of an employee to draw days from the Sick Leave Bank, and in determining the amount of leave to be granted:*

- i. Written medical evidence (e.g., 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.*
- ii. The employee's prior utilization of his/her sick leave time.*
- iii. The employee's prior requests for and/or use of Sick Leave Bank time.*

3) RE-NUMBER PARAGRAPH(S) E-I TO READ PARAGRAPH F-J.¹

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4) AMEND PARAGRAPH E TO READ AS FOLLOWS:¹

E. In the event the Sick Leave Bank Committee denies a written request, the applicant may request an appeal meeting to reconsider said determination in writing within ten (10) work days of receipt of the denial. The applicant has the right to attend the appeal meeting, and present additional information. A majority vote of the Sick Leave Bank Committee is necessary to reverse its prior determination (Note: a tie vote results in denial of a request). The decision of the Sick Leave Bank Committee shall be final and binding and not subject to the grievance procedure and/or arbitration. The Sick Leave Bank Committee may not provide grants of sick leave from the Sick Leave Bank totaling more than ~~twenty (20)~~ ***thirty (30)*** days in any given contract year. The Sick Leave Bank Committee may allow for an additional grant of ~~twenty (20)~~ ***thirty (30)*** days (i.e., a maximum of ~~forty (40)~~ ***sixty (60)*** days) in any given contract year under extenuating circumstances. Payments from the Sick Leave Bank are made on a work day basis. Sick leave bank days are only available for a bargaining unit member's own prolonged and/or catastrophic illness or injury.

5) AMEND THE 2ND AND 3RD SENTENCES IN PARAGRAPH G 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***.

6) AMEND PARAGRAPH I 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.

B. SECTION 4 – BEREAVEMENT

AMEND SECTION 4 TO READ AS FOLLOWS:¹

SECTION 4. BEREAVEMENT

A. In the event of a death of a member of the immediate family, ~~eustodians~~ ***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.

B. ~~Custodians~~ ***An employee*** shall be entitled to ***leave for*** four (4)

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~~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.

C. In the case of the death of a relative of the second degree, ~~the custodian 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.

D. 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.

E. 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.

C. AMEND ARTICLE TO ADD A NEW SECTION 13 TO READ AS FOLLOWS:¹

SECTION 13. ***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 SECTION 14 TO READ AS FOLLOWS:¹

SECTION 14. ***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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3. ARTICLE XVIII – SNOW REMOVAL

AMEND SECTION 1 TO READ AS FOLLOWS:¹

SECTION 1. SCHOOL DAYS

A. When there is a snowstorm, the Superintendent of Schools or her/his designee, in her/his judgment, shall notify the custodian in charge of each building to call in for snow removal one *(1)* or more ~~men~~ ***employees*** not on duty, and the ~~men~~ ***employees*** so called must report for snow removal. These ~~men~~ ***employees*** shall be paid overtime for the number of hours involved as defined in Article IX.

B. When school has been canceled *for students* because of snow the second shift custodians will report to work within two (2) hours of notification by the senior custodian in each building. Second and third shift custodians will report at their regular shift hours, unless informed otherwise by the building senior custodian or the Director of Custodial Services.

4. ARTICLE XXI – GROUP INSURANCE

AMEND PARAGRAPH A TO READ AS FOLLOWS:¹

A. 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 F.

5. AMEND ARTICLE XXX – DURATION OF CONTRACT TO READ AS FOLLOWS:¹

ARTICLE XXX
DURATION OF CONTRACT

THIS AGREEMENT and all its terms and conditions shall be effective on July 1, ~~2014~~ ***2017***, and shall continue in effect for the period ending midnight on June 30, ~~2017~~ ***2018***.

6. 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:¹

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APPENDIX A
SALARY SCHEDULE

2017-2018				
<u>SENIOR BUILDING CUSTODIAN</u>	1.25%	START	6 MONTH	10
PITTSFIELD and TACONIC HIGH SCHOOLS		\$19.98	---	\$20.58
HERBERG and REID MIDDLE SCHOOLS		\$19.38	---	\$19.97
CROSBY ELEMENTARY		\$19.20	---	\$19.79
CONTE and MORNINGSIDE COMMUNITY SCHOOLS		\$18.75	---	\$19.31
ALLEDALE - STEARNS - WILLIAMS ELEMENTARY		\$18.58	---	\$19.14
CAPELESS ELEMENTARY		\$18.28	---	\$18.83
HIBBARD and MERCER ADMIN BUILDING		\$17.82	---	\$18.36
<u>NIGHT SENIOR BUILDING CUSTODIAN</u>	1.25%	START	6 MONTH	10
PITTSFIELD and TACONIC HIGH SCHOOLS		\$19.64	---	\$20.24
HERBERG and REID MIDDLE SCHOOLS		\$18.96	---	\$19.54
<u>SENIOR STOREKEEPER</u>	1.25%	START	6 MONTH	10
		\$19.71	---	\$20.31
<u>WORKING FOREMAN - GROUNDS</u>	1.25%	START	6 MONTH	10
		\$19.89	---	\$20.49
<u>ASSISTANT GROUNDS AND MINOR MAINTENANCE</u>	1.25%	START	6 MONTH	10
<u>TRUCK DRIVER - STOCKROOM - UTILITY</u>		\$17.57	---	\$18.10
<u>JUNIOR BUILDING CUSTODIAN</u>	1.25%	START	6 MONTH	10
		\$15.85	\$16.72	\$17.23
<u>MAIL COURIER</u>	1.25%	START	6 MONTH	10
		\$15.79	---	\$16.26

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7. AMEND APPENDIX F AS FOLLOWS:¹

- A. DELETE THE CURRENT APPENDIX F, GROUP INSURANCE – MEMORANDUM OF AGREEMENT.**
- B. ADD A NEW APPENDIX F, 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
(CUSTODIAL UNIT)**

PITTSFIELD SCHOOL COMMITTEE

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