

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, 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

AMEND PARAGRAPH D TO READ AS FOLLOWS:¹

D. 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 VI – INVOLUNTARY CHANGES OF ASSIGNMENT

AMEND PARAGRAPH A1 TO READ AS FOLLOWS:¹

1. If a position is being eliminated, in accordance with Civil Service, the Director of Human Resources will notify the EMPLOYEE in writing as soon as he becomes aware of the anticipated elimination of the position, ***and no later than thirty (30) days prior to the employee's last day of work***, with a copy of said notification to the FEDERATION President and FEDERATION Unit Chairperson.

3. ARTICLE VII – WORK WEEK AND HOURS OF WORK

AMEND PARAGRAPH D TO READ AS FOLLOWS:¹

D. ADDITIONAL WORK OPPORTUNITIES

The Employer shall offer any additional clerical work opportunities which involve bargaining unit work, including but not limited to any temporary and/or grant funded clerical positions, first to bargaining unit members prior to offering the additional work to other employees. ***When additional work opportunities arise which involve bargaining unit work in the Educational Secretaries Unit, the employer will offer said work to all members of the bargaining unit by e-mail posting, as soon as the work becomes available, and prior to hiring a substitute or other employees from outside the bargaining unit to perform the work. The subject of the e-mail posting shall read “Additional Work Opportunity”, and said posting shall include the type and amount of work (number of hours) to be performed, the location where the work is to be performed, and the expected duration of the work (start/end date for the work). Additional Work Opportunities shall be awarded by seniority, to the most senior qualified applicant. When determining an applicant's qualifications to perform said Additional Work Opportunities the employer shall not be arbitrary or capricious. The employer shall not require work offered as an Additional Work Opportunity to be performed during the employee's normal work hours.*** Employees shall be compensated at their applicable hourly rate of pay, their overtime rate of pay for all work performed in excess of forty (40) hours in any one work week, or the temporary/granted funded rate of pay, whichever is higher.

4. ARTICLE VIII – PAID HOLIDAYS

A. AMEND ARTICLE TO DELETE SUB-PARAGRAPH B1.¹

B. AMEND ARTICLE TO RE-NUMBER SUB-PARAGRAPH B2 TO READ B1.¹

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5. ARTICLE X – LEAVES OF ABSENCE

A. SICK LEAVE BANK

1) AMEND THE 2ND SENTENCE IN PARAGRAPH 3B 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 3DI TO READ AS FOLLOWS:¹

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.

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

4) AMEND PARAGRAPH 3J TO ADD THE FOLLOWING AFTER THE LAST SENTENCE IN 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. BEREAVEMENT LEAVE

AMEND PARAGRAPH C TO READ AS FOLLOWS:¹

C. BEREAVEMENT LEAVE

1. *In the event of a death of a member of the immediate family, an employee will be entitled to leave for five (5) work days without loss of pay. 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. *An employee shall be entitled to leave for four (4) work days without loss of pay for the death of a grandparent, grandchild, brother-in-law, sister-in-law or someone living in the immediate household.*

3. *In the case of the death of a relative of the second degree, an employee shall be entitled to leave without loss of pay for one (1) day. Relatives of the*

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second degree 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.*

C. EMERGENCIES

AMEND PARAGRAPH E3 TO READ AS FOLLOWS:¹

3. All full year secretaries will be given up to three (3) emergency weather days per year. ~~when in the judgment of the Superintendent, weather conditions are unsafe and the Central Office is closed.~~ *On a day when weather conditions make travel unsafe and the Pittsfield Public Schools are closed for students, if the State of Massachusetts declares a weather related “State of Emergency” including Berkshire County, a full year employee may at his/her own discretion elect to use one (1) of three (3) emergency weather days, and without loss of pay. Effective January 29, 2018, the District’s’ use of manual phone-tree systems shall cease, Administrators will notify secretaries electronically using a software application (e.g., School Messenger) that they need not report for the day, and the on-line absence management system (AESOP) will be modified to accommodate the use and tracking of Emergency Weather Days.*

D. TEMPORARY LEAVES OF ABSENCE

AMEND PARAGRAPH F TO READ AS FOLLOWS:¹

F. TEMPORARY LEAVES OF ABSENCE

1. The EMPLOYER may authorize special leaves with or without pay for any period or periods not to exceed three (3) calendar months in any one year for the following purposes: attendance at colleges, university or trade school; for the purpose of training in subjects related to the work of the EMPLOYEE and which will benefit the EMPLOYEE and the School Department service; urgent personal business requiring

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EMPLOYEE'S attention for an extended period, such as settling estates, liquidating a business, serving on a jury and attending court as a witness, and for purposes other than the above that are deemed beneficial to the School Department service.

2. An employee who voluntarily leaves employment with the Pittsfield Public Schools and then subsequently returns to work for the District within one hundred and eighty (180) calendar days may be returned to his/her previous position (or a comparable position) if a vacancy exists, and shall suffer no loss of pay or benefits including but not limited to seniority.

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.

6. ARTICLE XIV – 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 E.

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

ARTICLE XXX
DURATION OF CONTRACT

This Agreement shall be effective from July 1, ~~2014~~ **2017** to the period ending June 30, ~~2017~~ **2018**. Negotiations for a successor agreement will begin no later than February 14, ~~2017~~ **2018**.

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8. WAGES

- A. FULL YEAR EMPLOYEES. 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. SCHOOL YEAR EMPLOYEES. 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%).**
- C. AMEND APPENDIX A – SALARY SCHEDULE TO READ AS FOLLOWS:¹**

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APPENDIX A
SALARY SCHEDULE

FULL YEAR EMPLOYEES

2017-2018						
SECRETARIAL (52-WEEK)	1.25%	Bachelor's Degree		BUSINESS OFFICE	1.25%	Bachelor's Degree
START	\$14.35	\$15.86		START	\$15.38	\$16.70
1	\$15.04	\$16.55		1	\$16.07	\$17.39
2	\$15.75	\$17.26		2	\$16.77	\$18.09
3	\$16.44	\$17.95		3	\$17.46	\$18.78
4	\$17.15	\$18.66		4	\$18.16	\$19.48
6	\$17.41	\$18.92		6	\$18.41	\$19.73
10	\$17.95	\$19.46		10	\$18.94	\$20.26

SCHOOL YEAR EMPLOYEES

2017-2018		
SECRETARIAL (40-Week)	1.25%	Bachelor's Degree
START	\$14.22	\$16.34
1	\$14.91	\$17.03
2	\$15.60	\$17.72
3	\$16.29	\$18.41
4	\$17.00	\$19.12
6	\$17.25	\$19.37
10	\$17.77	\$19.89

NOTES:

- 1. 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.**
- 2. EFFECTIVE JULY 1, 2015 THE FOLLOWING COLUMNS WERE ADDED TO APPENDIX A:**
 - **SECRETARIAL (52-WEEK) BACHELOR'S DEGREE AT \$1.51 ABOVE THE BASE RATE.**
 - **BUSINESS OFFICE BACHELOR'S DEGREE AT \$1.32 ABOVE THE BASE RATE.**
 - **SECRETARIAL (40-WEEK) BACHELOR'S DEGREE AT \$2.12 ABOVE THE BASE RATE.**

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9. **AMEND APPENDIX E AS FOLLOWS:**¹

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

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