

SETTLEMENT AGREEMENT

CAFETERIA UNIT COOK MANAGER POSITIONS

The Pittsfield Public Schools (hereinafter referred to as “Pittsfield” or “the Employer”) and the Pittsfield Federation of School Employees, Local 1315, AFT, AFT-MASS, AFL-CIO, Cafeteria Unit (hereinafter referred to as the “Federation”) hereby agree to the following terms, conditions, and understandings:

1. Pittsfield and the Federation are parties’ to a collective bargaining agreement (CBA) in effect from September 1, 2018 through and including August 31, 2021; and
2. On August 20, 2019, the Federation filed a grievance regarding the posting and filling of vacancies for Cook Manager Positions at the Allendale Elementary School and the Reid Middle School; and
3. Pittsfield and the Federation met on September 13, 2019 to hear the Federation’s presentation of the grievance at the Superintendent (Level II); and
4. Pittsfield agreed to repost the positions listed in Section 2 above as well as the other vacant positions to include the relevant job descriptions, which detailed the qualifications and duties of each position.
5. Further, Pittsfield agreed to interview up to five internal applicants for each such position. Pittsfield and the Federation agree that said interviews did not occur.
6. Based upon a review of each applicant’s qualifications, Pittsfield has determined that the following individuals were the most qualified applicants, and will appoint them to the listed positions:
 - a. Allendale Cook/Manager – Corrine Keagan
 - b. Reid Cook/Manager – Theresa Reed
 - c. Pittsfield High School Assistant Cook – Margaret (Peg) Clement
 - d. Taconic High School Assistant Cook – Xiomara Rivera
 - e. Allendale Helper/Baker – Susan Phelps
7. Notwithstanding paragraph 6 above Pittsfield, the Federation, Corinne Keegan, and Stephanie Koenig agree that Keegan shall remain in her current position as Baker at Taconic High School, and Stephanie Koenig shall remain in her current position as Cook/Manager at Allendale Elementary.
8. Pittsfield and the Federation agree that upon ratification of this agreement:
 - a. Corinne Keegan shall be placed on the Salary Schedule and compensated at the hourly rate for a Cook/Manager Elementary at her current Step, and she shall be entitled to a vacation allowance pursuant to Article III, paragraph 3b of the CBA, and retroactive to September 1, 2019.
 - b. So long as Keegan remains in her current position she shall receive her vacation allowance and advance through Steps on the Salary Schedule at the hourly rate for Cook/Manager Elementary. If she voluntarily transfers to another position, Keegan shall receive the hourly rate associated with that position and she shall no longer be entitled to the vacation allowance.
 - c. Keegan shall be offered the next available permanent Cook/Manager Elementary position. If Keegan does not accept said position, then her rate of pay shall be reduced to the normal hourly rate as Baker at Taconic High School and she shall no longer be entitled to the vacation allowance.

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- d. Article VI – Transfers, Vacancies and New Positions, Paragraph B1b shall be amended to read as follows:
 - b. ABSENCE OF MORE THAN 20 DAYS. A unit position from which its occupant will be absent for more than twenty (20) working days shall be posted for three (3) working days at the time the absence is known to be of said duration, so long as there is an administrative determination made to fill the vacancy. *Any posting under this section shall state accurately the qualifications and experience required for the position, the location of the primary building assignment, total number of hours per day for the vacancy, including travel time between school buildings. All applications shall be submitted in writing to the Director of Cafeteria Services, and will include a copy of the applicant's resume and any other documentation the applicant feels is relevant to demonstrate his/her qualifications for the position.*
 - e. Article VI – Transfers, Vacancies and New Positions, Paragraph B1c shall be amended to read as follows:
 - c. FILLING TEMPORARY VACANCIES. The most qualified unit member who applies for said position shall be offered the position that is temporarily vacant, and where all qualifications are equal, seniority shall govern who is offered the position, so long as there is an administrative determination made to fill the vacancy. *All qualified applicants shall be granted an interview. If there are more than five (5) applicants for a vacancy, the employer may limit interviews to the five (5) most senior qualified applicants.*
 - f. Article VI – Transfers, Vacancies and New Positions, Paragraph B2b shall be amended to read as follows:
 - b. CONTENT OF POSTING. Any posting under this section shall state accurately the qualifications and experience required for the position, the location of the primary building assignment, total number of hours per day for the vacancy, including travel time between school buildings. *All applications shall be submitted in writing to the Director of Cafeteria Services, and will include a copy of the applicant's resume and any other documentation the applicant feels is relevant to demonstrate his/her qualifications for the position.*
 - g. Article VI – Transfers, Vacancies and New Positions, Paragraph B2c shall be amended as follows:
 - c. ~~Reposting an Unfilled Vacancy~~ FILLING PERMANENT VACANCIES. *The most qualified unit member who applies for said position shall be offered the position that is vacant, and where all qualifications are equal, seniority shall govern who is offered the position, so long as there is an administrative determination made to fill the vacancy. All qualified applicants shall be granted an interview. If there are more than five (5) applicants for a vacancy, the employer may limit interviews to the five (5) most senior qualified applicants.* A position posted under this subsection that is not filled pursuant to paragraph (a), above, shall be reposted before it is refilled, so long as there is an administrative determination made to fill the vacancy.
9. This Settlement Agreement does not modify any other parts of the CBA.
 10. Pittsfield agrees that the Food Services Director will not be involved in any future hiring determination regarding a relative or family member.
 11. Pittsfield and the Federation agree that no member of the Cafeteria Unit will be involved in interviewing applicants during any future hiring/promotion process.
 12. Corinne Keegan, Theresa Reed, Margaret (Peg) Clement, Xiomara Rivera, Susan Phelps, and Stephanie Koenig agree that they have been fully and fairly represented by the Federation.
 13. The Federation agrees to withdraw the grievance filed on August 20, 2019, with prejudice.

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- 14. Except to enforce the terms of this Settlement Agreement, the Federation agrees to not to file a grievance, prohibited practice (unfair labor) charge, complaint with the State Ethics Commission, and/or other action regarding the instant matter.
- 15. There are no other understandings, either verbal or written, between the parties to this Agreement.
- 16. This Agreement is not precedent setting for any same or similar circumstance in the future.
- 17. This Settlement Agreement is subject to ratification by the Federation and the Committee. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

FOR THE PITTSFIELD PUBLIC SCHOOLS

FOR THE FEDERATION

Katherine Yon, Chairperson
Pittsfield School Committee

Corinne Keegan, Baker
Taconic High School

Dated: _____

Dated: _____

Theresa Reed, Cook/Manager
Reid Middle School

Dated: _____

Margaret (Peg) Clement, Assistant Cook
Pittsfield High School

Dated: _____

Xiomara Rivera, Assistant Cook
Taconic High School

Dated: _____

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Susan Phelps, Helper/Baker
Allendale Elementary School

Dated: _____

Stephanie Koenig, Cook/Manager
Allendale Elementary School

Dated: _____

Sandra Amburn, President
Pittsfield Federation of School Employees

Dated: _____