

**TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION
BETWEEN THE
PITTSFIELD SCHOOL COMMITTEE
AND THE
PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES
(BUS DRIVERS AND ATTENDANTS UNIT)**

7D TRANSPORTATION
REVISED EXHIBIT A - HOURLY PAY RATE SCHEDULE

This MEMORANDUM OF AGREEMENT (MOA) 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 (hereinafter the “Committee”).

1. The Committee and Federation are parties to a collective bargaining agreement (CBA) covering the period of September 1, 2022 through and including August 31, 2025, and Exhibit A – Hourly Pay Rate Schedule in the CBA contains the salary schedules.
2. The Committee has notified the Federation of their need to control costs associated with transporting students using School Pupil Transport Vehicles pursuant to MGL c. 90 § 7D. The Committee also notified the Federation of their need to increase the hourly rates of pay for all members of the Bus Drivers’ and Attendants’ Unit due to on-going difficulties that the Committee is having recruiting and retaining Bus Drivers and Bus Attendants (Bus Monitors).
3. The Committee and the Federation mutually agree to re-open the CBA to address these issues. Upon ratification of this MOA by the Committee and the Federation:
 - a. The Committee agrees to create a new position in the Bus Driver and Attendants bargaining unit for individuals properly licensed to transport students using School Pupil Transport Vehicles pursuant to MGL c. 90 § 7D, (hereinafter “7D Drivers”).
 - b. Drug and Alcohol Testing. 7D Drivers will be subject to reasonable suspicion drug and alcohol testing when the employer has reason to believe that the driver is under the influence of drugs or alcohol while at work based upon specific observations concerning the appearance, behavior, speech, or body odors of the employee, and/or other reasonable suspicion.
 - c. Permanent 7D Drivers will have guaranteed hours of fifteen (15) hours per week. In the event the position is only during the morning or afternoon, then the guaranteed hours shall be ten (10) hours per week. In the event the driving time is less than the guaranteed hours, then the employees can be assigned to other duties. The Committee can hire intermittent employees for less than the guaranteed hours and said employees shall be considered part-time bargaining unit members, however, intermittent positions shall not be used to eliminate or replace permanent 7D positions. The provisions of Article XV shall only apply to 7D Drivers if they are regularly scheduled to work twenty (20) or more hours per week.
 - d. The Committee will reimburse 7D Drivers who are regularly scheduled to work fifteen (15) or more hours per week for the cost of the renewal of their 7D license and cost of the annual motor vehicle report.

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e. The transporting of students using School Pupil Transport Vehicles (hereinafter “7D Vehicles”) is work which will only be performed by members of the Bus Drivers and Attendants bargaining unit, as except provided below. Nothing in this agreement is intended to preclude authorized Pittsfield Public Schools staff from transporting vocational students to and from vocational program activities in accordance with M.G.L. c. 90, s. 7(D)(1/2) and this work is not considered bargaining unit work.

f. Distribution of Work:

(1) All work involving 7D Vehicles performed during the days when school is normally in session and during the periods immediately before and after school when drivers and monitors with regularly assigned routes are normally transporting students will be performed by 7D Drivers. If no 7D Drivers are available, then the work will be offered to Bus Drivers first, and then to Bus Monitors who are properly licensed. If there are no Bus Drivers or Bus Monitors who are properly licensed and available to perform the work, then it may be offered to individuals outside the bargaining unit identified in paragraph g (1) below.

(2) All work involving 7D Vehicles performed during days when school is normally in session and not during the periods immediately before and after school when drivers and monitors with regularly assigned routes are not normally transporting students will be offered first to Bus Drivers and treated as Additional Route Assignments (Additional Runs) pursuant to Article III of the CBA. If there are no Bus Drivers who are properly licensed and available to perform the work, then the work shall be offered to 7D Drivers first, and then to Bus Monitors who are properly licensed. If there are no 7D Drivers or Bus Monitors who are properly licensed and available to perform the work, then it may be offered to individuals outside the bargaining unit identified in paragraph g (1) below.

(3) All work involving 7D Vehicles performed during days when school is normally not in session will be offered first to Bus Drivers and treated as Additional Route Assignments (Additional Runs) pursuant to Article III of the CBA. If there are no Bus Drivers who are properly licensed and available to perform the work, then the work shall be offered to 7D Drivers first, and then to Bus Monitors who are properly licensed. If there are no 7D Drivers or Bus Monitors who are properly licensed and available to perform the work, then it may be offered to individuals outside the bargaining unit identified in paragraph g (1) below.

(4) Under no circumstances will a 7D Driver be used to perform work normally done by a Bus Driver (i.e., a Program Run, or a Charter Run) so long as there is a Bus Driver available and willing to do the work.

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g. Emergency Situations:

(1) Under no circumstances will an individual from outside the bargaining unit perform unit work when there is a member of the bargaining unit available and willing to perform the work. However, in an Emergency Situation an individual from outside the bargaining unit may be used to perform unit work if the work has been previously offered to members of the bargaining unit and there are no members of the unit who are available and sign up to perform the work.

(2) All bargaining unit work opportunities will be posted when they become available and for a sufficient period of time to give all members of the unit the opportunity to sign up to perform the work in accordance with the current practice. In the event a bargaining work opportunity becomes available with less than 24 hours' notice, the opportunity shall be posted immediately, and all members of the bargaining unit shall be notified in accordance with the current practice. Under no circumstances will an individual from outside the bargaining unit be awarded bargaining unit work if these posting requirements are not followed.

h. Compensation. The Committee and the Federation agree that Exhibit A – Hourly Pay Rate Schedule in the CBA shall be deleted and replaced by Exhibit A attached hereto. The new hourly rates of pay in Exhibit A shall be effective and retroactive to the date of ratification by both parties. Properly licensed members of the bargaining unit performing work driving 7D Vehicles shall be compensated as follows:

(1) 7D Drivers shall be compensated at the 7D Driver hourly rate in Exhibit A.

(2) Bus Drivers shall be compensated at their current Bus Driver hourly rate in Exhibit A.

(3) Bus Monitors shall be compensated at their current Bus Monitor hourly rate or the 7D Driver hourly rate in Exhibit A, whichever is higher.

(4) Initial Placement on the Salary Schedule: Upon ratification of this agreement by both parties, newly hired members of the bargaining unit shall be placed on the Salary Schedule in Exhibit A under the appropriate job classification and at the Step commensurate with his/her verifiable years of experience for the applicable position with any employer as a bus driver or as a bus attendant. However, if the newly hired member worked in a higher job classification, those years of service shall also apply to the lower job classification.

(5) Migration of Current Employees to the new Salary Schedule: Upon ratification of this agreement by both parties, current members of the bargaining unit shall be placed on the new Salary Schedule in Exhibit A under the appropriate job classification at the Step commensurate with the member's total years of service within the applicable job classification in the bargaining unit and/or outside verifiable experience as defined in 3(i)(4) above. However, if the member worked in a higher job classification in the bargaining unit, those years of service shall also apply to the lower job classification.

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- (6) Advancement on the Salary Schedule: Effective September 1, 2024, and moving forward members of the bargaining unit will advance one (1) Step on the Salary Schedule in Exhibit A on September 1st upon completion of each additional year of service. Members of the bargaining unit who have worked and/or were on paid leave for ninety (90) workdays or more during the prior contract year will be deemed to have completed an additional year of service for the purposes of Step advancement.
- i. Except to enforce the terms of this agreement the Federation agrees that it will not file a grievance, arbitration, prohibited practice (unfair labor practice) charge, or any other action regarding the subject matter of this Agreement.
 - j. This Memorandum of Agreement (MOA) and the attached salary schedules marked “Exhibit A – Hourly Pay Rate Schedule” shall be attached to the CBA and made a part thereof.
4. The Committee and the Federation further agree to incorporate language consistent with this MOA into the next revision of the CBA.
5. There are no other understandings, either verbal or written, between the parties regarding the subject matter contained herein.

This Memorandum of 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.

Signed in duplicate this 20th day of March, 2024.

PITTSFIELD SCHOOL COMMITTEE



William Cameron, Chairman
Pittsfield School Committee

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



Christine Bossana (Mar 20, 2024 12:59 EDT)

Christine Bossana, Chapter Chairperson
PFSE Bus Drivers and Attendants Unit

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**EXHIBIT A
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| BUS DRIVER RATES OF PAY | | |
|--------------------------------|---------------|---------------|
| STEP | FY2024 | FY2025 |
| 1 | 26.15 | 26.65 |
| 2 | 26.65 | 27.15 |
| 3 | 27.15 | 27.65 |
| 4 | 27.65 | 28.15 |
| 5 | 28.15 | 28.65 |
| 6 | 28.65 | 29.15 |
| 7 | 29.15 | 29.65 |
| 8 | 29.65 | 30.15 |
| 9 | 30.15 | 30.65 |
| 10 | 30.65 | 31.15 |

| BUS ATTENDANTS RATES OF PAY | | |
|------------------------------------|---------------|---------------|
| STEP | FY2024 | FY2025 |
| 1 | 20.50 | 21.00 |
| 2 | 21.00 | 21.50 |
| 3 | 21.50 | 22.00 |
| 4 | 22.00 | 22.50 |
| 5 | 22.50 | 23.00 |
| 6 | 23.00 | 23.50 |
| 7 | 23.50 | 24.00 |
| 8 | 24.00 | 24.50 |
| 9 | 24.50 | 25.00 |
| 10 | 25.00 | 25.50 |

| 7D DRIVER RATES OF PAY | | |
|-------------------------------|---------------|---------------|
| | FY2024 | FY2025 |
| | 23.50 | 24.00 |