

June 27, 2022

SETTLEMENT PACKAGE PROPOSAL
BY THE PITTSFIELD SCHOOL COMMITTEE
TO THE PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES,
LOCAL 1315, AFT MA, AFL-CIO
CUSTODIAL UNIT

The Pittsfield School Committee hereby makes the following **settlement** package proposal to be incorporated into a successor collective bargaining agreement.

1. **Add pregnancy and pregnancy-related conditions to the non-discrimination clause. (TA)**
2. **Delete the agency fee language in accordance with the Janus decision, and add the following language: “Employer agrees to provide the Federation with access to and information about members of the bargaining unit in accordance with Chapter 73 of the Acts of 2019.” (TA)**
3. **Union Dues:** Add the following: “Such secured authorization shall clearly delineate the dues rate and the amount to be withheld from payroll.” **(Withdrawn)**
4. **Add Juneteenth as a holiday if it falls during the work year. (T/A)**
5. **Overtime:** Add the following: “Employees are only eligible for overtime at the rate of time and one-half if the employee actually works more than forty (40) hours in a work week (i.e., vacation, sick time, personal days, etc. do not count toward the forty (40) hour calculation).” **(Withdrawn)**
6. **Personal Leave:**
 - a. **Add the following: “Employee must submit a written request to use personal leave at least forty-eight (48) hours in advance of the requested time off.” (TA)**
 - b. **Add proration language as follows: “In the event an employee is not working 1.0 FTE, the amount of personal leave shall be prorated. For example, if an employee works 0.4 FTE, then said employee would receive 40% of the amount of personal leave listed above.” (Withdrawn)**
7. **Vacation:** Add proration language as follows: “In the event an employee is not working 1.0 FTE, the amount of personal leave shall be prorated. For example, if an employee works 0.4 FTE, then said employee would receive 40% of the amount of vacation time listed above.” **(Withdrawn)**
8. **Unpaid Leave:** Add the following language: “An approved leave of absence shall not be considered a break in service, but time spent out on leave shall not count toward seniority. Requests for leave shall be made in writing to the Superintendent of Schools at

least thirty (30) days prior to the leave. The reason(s) for the leave shall be clearly stated on the written request. When appropriate, prior to return, the member must produce a certificate from the member's physician to the effect that the member is physically fit and ready to return to work." **(Withdrawn)**

9. Anniversary Date/Step Movement: Add the following: "An approved medical leave of absence pursuant to the MPLA and/or FMLA, an approved sick, personal day, bereavement day, and/or jury duty during a regular school day will count as a work day(s) for purposes of this section. Unpaid absences (except pursuant to FMLA/MPLA) will not count as working day(s)." **(Withdrawn)**

10. Article VII – Work Schedule: In Section 1(A), change the first shift language to read as follows: "First Shift: Monday – Friday 6:30 a.m. – 3:30 p.m. during the school year with a one (1) hour lunch break."

11. Article XXIV – Pay Schedule:

- a. Negotiate the language regarding building checks and increase the rates as follows:
- i. Pittsfield and Taconic High Schools - \$3.00 per **building check** increase effective July 1, 2021.
 - ii. Herberg and Reid Middle Schools - \$2.00 per **building check** increase effective July 1, 2021.
 - iii. All other buildings shall receive the same percentage increase as the general wage increase listed below.

12. Appendix D – Mail Courier:

- a. Change the work year from 42 weeks to 52 weeks. **(Withdrawn)**
- b. Reword Section 1 to read: "The holder of the position will perform work as a mail courier each day when school is in session. When school is not in session, i.e. during emergency weather days, school vacations, or summer break, the mail courier will report to the director of custodial services for an assignment as a junior building custodian at a location to be determined by the director." **(Withdrawn)**
- c. Delete current sections 5 through 10 of Appendix D and add a new section 5 "The mail courier will follow vacation, personal and sick leave as outlined in the contract for all custodians." **(Withdrawn)**

13. Add the following language regarding building inspections:

The Director of Custodial Services reserves the right to perform random building inspections without prior notification to the custodial staff. Inspections will take place in areas or parts of the building that should have been cleaned and maintained prior to students or staff arriving for the day. Inspections will not take place in any areas or parts of the building that have not been scheduled to have a full day of dedicated coverage. The inspection sheet will be used as a means to address or correct any deficiencies the custodian has in regard to the custodian's ability to perform the job. The inspection sheet will cover multiple assigned areas throughout the building per their job description. Once

an inspection has been completed, a copy of the inspection sheet will be provided to the chapter chair and the custodian. A rating of below average in any particular area will result in a plan for improvement. Failure of a custodian to improve their performance may result in progressive discipline.

14. Increase the day Senior Custodians hourly rate by \$1.00 effective July 1, 2021.

15. Wages:

- a. Increase the wage scales by 2.0% retroactive to July 1, 2021.
- b. **Increase the wage scales by 2.0% effective July 1, 2022.**
- c. **Increase the wage scales by 2.0% effective July 1, 2023.**
- d. **Increase the wage scale by 2.0% effective July 1, 2024.**