

SETTLEMENT AGREEMENT

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, Educational Secretaries 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).
2. Pittsfield agrees all work performed by Diana Geller, including but not limited to all Athletic Department work including billing/payments and all work related to Student Activities on the effective date of her retirement, was bargaining unit work and will remain in the bargaining unit going forward.
3. Pittsfield and the Federation will investigate and confirm that other employees outside of the bargaining unit, including but not limited to substitutes, are not performing bargaining unit work, and Pittsfield agrees to cease this practice.
4. When additional work opportunities arise which involve bargaining unit work in the Educational Secretaries Unit, Pittsfield 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.
5. Pittsfield and the Federation agree that Article VII, paragraph D, of the CBA shall be modified to insert the language found in paragraph 4 above after the 1st sentence of paragraph D, and the parties further agree to incorporate this change into the next revision of the CBA.
6. The parties agree to meet in regular Labor Management meetings to discuss issues related to Federation concerns that substitutes or other employees outside the bargaining unit are doing bargaining unit work. The Federation will bring to Pittsfield's attention any bargaining unit work that they believe is being performed by people outside the unit prior to any Labor Management meeting.
7. The Federation agrees to withdraw the grievance regarding work performed at the Reid Middle School filed on June 30, 2017, with prejudice.
8. The Federation agrees to withdraw MUP- 17-5989, with prejudice.

SETTLEMENT AGREEMENT

9. There are no other understandings, either verbal or written, between the parties to this Agreement.

FOR THE PITTSFIELD PUBLIC SCHOOLS

FOR THE FEDERATION


Harry Hayes, Director of Human Resources


Lori Reuss, Chapter Chairperson
Secretaries Unit

Dated: 10/19/17

Dated: 10/19/17

*Katherine, You,
Chair
Pittsfield School Committee
10/25/17*

GRIEVANCE

Pittsfield Federation of School Employees
(Educational Secretaries Unit)
Local 1315, AFT-MA, AFL-CIO

Pittsfield School Committee
June 30, 2017
(Step II)

Statement of Facts: The Pittsfield Federation of School Employees (Educational Secretaries Unit), Local 1315, AFT-MA, AFL-CIO hereinafter referred to as the Federation, and the Pittsfield School Committee, hereinafter referred to as the District are parties to a collective bargaining agreement (CBA) which runs from July 1, 2014 through June 30, 2017. The CBA covers the terms agreed to by the parties with regard to the hours, wages, and other conditions of employment including Additional Work Opportunities for members of the bargaining unit.

Provisions of the Agreement Violated, Misinterpreted, or Misapplied: The District violated Article I: Federation Recognition, Jurisdiction and Definitions, Article II: Existing Conditions of Employment, Article VII: Work Week and Hours of Work, and any other applicable article, when on Thursday, June 1, 2017, Kristen Behnke (Behnke), the Assistant Superintendent for Business and Finance, solicited and allowed a non-bargaining unit employee of the Pittsfield Public Schools to perform bargaining unit work at the Reid Middle School. Behnke failed to solicit and offer this work to members of the bargaining unit as required by the CBA. The Federation learned of this violation on Friday, June 2, 2017.

Relief Requested: The District must cease the practice of soliciting and offering bargaining unit work to non-bargaining unit employees without first offering said work to members of the bargaining unit. The District must also compensate the affected members of the bargaining unit who were not offered the additional work opportunity at the Reid Middle School on Thursday, June 1, 2017, and all other actions to make the affected members of the bargaining unit whole in every way.



Lori Reuss, Chapter Chairperson
Educational Secretaries Unit





COMMONWEALTH OF MASSACHUSETTS
 DEPARTMENT OF LABOR RELATIONS
 CHARGE OF PROHIBITED PRACTICE
 M.G.L. c.150E

DO NOT WRITE IN THIS SPACE

Case No.	Date Filed

INSTRUCTIONS: Answer all applicable questions. Failing to provide information may result in the dismissal of the charge.

Note: Pursuant to 456 CMR 15.04, the DLR will not issue a complaint unless the charging party has complied with the applicable provisions of M.G.L. c.150E, §§13 and 14.

1. Employer Pittsfield School Committee	2. Representative to contact Russell Dupere, Attorney	4. Telephone Number 413-562-3300
3. Address (street and No., city/town, state, and ZIP code) 269 1st St Pittsfield, MA 01201		5. Fax Number 413-562-3301
6. Employee Organization (if any): AFT Massachusetts Local 1315 (AFL-CIO)	7. Representative to contact Harold Jones, Associate Counsel	9. Telephone Number 617-423-3342 x258
8. Address (street and No., city/town, state, and ZIP code) 38 Chauncy St - Suite 402 Boston, MA 02111		10. Fax Number 617-423-0174

11. This charge is filed against (check one)

Employer Employee Organization

12. The above named employer or employee organization has engaged or is engaging in a prohibited practice within the meaning of Massachusetts General Law, Chapter 150E, Section(s) (enter all appropriate sections/subsections)

Section 10 (a) (1), and 10 (a) (5).

Failing to specify an appropriate section/subsection may result in the dismissal of the charge.

13. Summary of basis of Charge (be specific as to names, dates, addresses, etc.)

The Pittsfield Federation of School Employees (PFSE), Local 1315, AFT, AFT Massachusetts (AFL-CIO), (Secretarial Unit), hereinafter the Federation, and the Pittsfield School Committee, hereinafter the Employer, are parties to a collective bargaining agreement (CBA) which expires on June 30, 2017.

See attached Affidavit (Diane Hunt).
See attached Affidavit (Lori Reuss).
See attached Affidavit (Jennifer Salvatore).

By its actions the Employer repudiated contract terms when they failed to negotiate in good faith over the elimination of a bargaining unit position, then and implemented unilateral changes in working conditions when they redistributed work from the eliminated position to non-bargaining unit and bargaining unit employees without negotiation, and therefore bargained in bad faith in violation of Section 10 (a) (1) and Section 10 (a) (5) of the law.

By these and other acts, the party complained of has interfered with, restrained, and/or coerced rights guaranteed by the Law.

14. (a) Is there a collective bargaining agreement that may apply to the conduct that is alleged to have violated the Law? Yes No

(b) If you checked "Yes" in question 14(a), please list all of the clauses alleged to apply and attach a copy of each.

Article I - Recognition, and Article II - Existing Conditions of Employment

(c) Is there a grievance concerning this matter pending? Yes No

15. Without limiting your rights to later amend your remedial request, please explain what remedy you seek. Include the amount of any financial remedy to which you claim entitlement.

Cease the practice. Stop sub-contracting bargaining unit work, and return to the status quo.

16. Have you attempted to settle this case? If not, why not? Yes No

Note: The DLR may decline to issue a complaint unless reasonable settlement efforts have been made by the charging party. 456 CMR 15.04(1).

INFORMATION ON CHARGING PARTY

17. Name AFT Massachusetts Local 1315 (AFL-CIO)	18. Representative to contact Harold Jones, Associate Counsel	20. Telephone Number 617-423-3342 x258
19. Address (street and No., city/town, state, and ZIP code) 38 Chauncy St - Suite 402 Boston, MA 02111		21. Fax Number 617-423-0174
22. The Charging Party is an: <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Employee Organization <input type="checkbox"/> Employer		

DECLARATION

I have read the above charge of prohibited practice and swear under the pains and penalties of perjury that the information contained in it is true and complete to the best of my knowledge and belief.

Name (print) Harold Jones	Signature	Title (if any) Associate Counsel
Address (street and no., city/town, state, and ZIP code) AFT Massachusetts 38 Chauncy St - Suite 402 Boston, MA 02111		Telephone Number 617-423-3342 x258

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of this Charge of Prohibited Practice on the following representative of the opposing party.

Name Russell Dupere, Attorney	Address (street and no., city/town, state, and ZIP code) 94 North Elm St - Suite 307 Westfield, MA 01085	Telephone Number 413-562-3300
Method of Service <input type="checkbox"/> In hand <input checked="" type="checkbox"/> First Class Mail <input checked="" type="checkbox"/> Other (specify): Fax/E-Mail		
Signature of Person making Certification		Telephone Number 617-423-3342 x258

AFFIDAVIT

DIANE HUNT

My name is Diane Hunt, and I live at 565 Elm Street, Pittsfield, MA, 01201. I work for the Pittsfield Public Schools and the Pittsfield School Committee (hereinafter the Employer) as a Guidance Secretary (Junior Clerk Stenographer) at the Taconic High School. In May, 2016, I was the Vice-President and Chapter Chairperson of the Pittsfield Federation of School Employees, Local 1315, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO, Secretarial Unit (hereinafter the Federation).

On May 12, 2016, the Employer notified the Federation that it was eliminating a Senior Clerk Stenographer position at the Mercer Administration Building held by Ms. Diana Geller (Geller). (See Exhibit A). On May 20, 2016, the Federation met with the Employer to bargain over the proposed reduction. At that meeting the Employer through its agent Mr. Harry Hayes, Director of Human Resources, informed the Federation that Geller's position was being eliminated due to a lack of work/funds. The Federation negotiated a separation agreement for Geller. (See Exhibit B). On June 30, 2016, to the best of my knowledge Geller retired from the Pittsfield Public Schools and her position was eliminated. I am making this statement of my own free will, and I do so under the pains and perjury.

Diane Hunt

Diane Hunt, Guidance Secretary
Taconic High School

4/5/2017

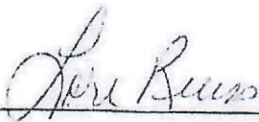
Date

AFFIDAVIT

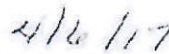
LORI REUSS

My name is Lori Reuss, and I live at 108 East Windsor Rd, Peru, MA, 01235. I work for the Pittsfield Public Schools and the Pittsfield School Committee (hereinafter the Employer) as the Secretary to the Principal (Junior Clerk Stenographer) at the Herberg Middle School. I am also the Vice-President and Chapter Chairperson of the Pittsfield Federation of School Employees, Local 1315, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO, Secretarial Unit (hereinafter the Federation).

On November 28, 2016, the Federation met with the Employer to discuss concerns about the transfer of work from the Senior Clerk Stenographer position at the Mercer Administration Building (Mercer) formerly held by Ms. Diana Geller (Geller), to other bargaining unit and non-bargaining unit personnel at Mercer and throughout the District. At the meeting on November 28, 2016, Mr. Jason McCandless, Superintendent of Schools (the Superintendent) openly admitted to the Federation that he had directed and approved the transfer of bargaining unit work formerly performed by Geller to non-bargaining unit employees at Mercer, including Ms. Rosemarie Blake, his Confidential Secretary. The Superintendent went on to say that Geller had been let go for performance reasons, and not for a lack of work/funds. I am making this statement of my own free will, and I do so under the pains and perjury.



Lori Reuss, Chapter Chairperson
Secretarial Unit

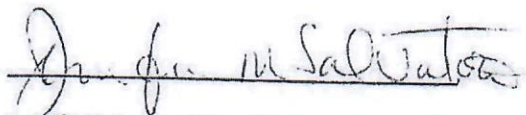


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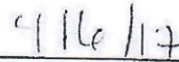
AFFIDAVIT
JENNIFER SALVATORE

My name is Jennifer Salvatore, and I live at 136 Pine St, Dalton, MA, 01226. I work for the Pittsfield Public Schools and the Pittsfield School Committee (hereinafter the Employer) as the Registration and Technology Help Desk Manager (Junior Clerk Stenographer) at the Mercer Administration Building (Mercer). I am also the Vice-Chapter Chairperson of the Pittsfield Federation of School Employees, Local 1315, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO, Secretarial Unit (hereinafter the Federation).

On November 28, 2016, the Federation met with the Employer to discuss concerns about the transfer of work from the Senior Clerk Stenographer position at the Mercer formerly held by Ms. Diana Geller (Geller), to other bargaining unit and non-bargaining unit personnel at Mercer and throughout the District. At the meeting on November 28, 2016, Mr. Jason McCandless, Superintendent of Schools (the Superintendent) openly admitted to the Federation that he had directed and approved the transfer of bargaining unit work formerly performed by Geller to non-bargaining unit employees at Mercer, including Ms. Rosemarie Blake, his Confidential Secretary. The Superintendent went on to say that Geller had been let go for performance reasons, and not for a lack of work/funds. I am making this statement of my own free will, and I do so under the pains and perjury.



Jennifer Salvatore, Vice-Chapter Chairperson
Secretarial Unit



Date