

**Union Response to
PACKAGE OFFER OF THE SPRINGFIELD SCHOOL COMMITTEE
TO THE
AFT, SPRINGFIELD FEDERATION of PARAPROFESSIONALS, LOCAL 4098**

**For a Successor Agreement to the Collective Bargaining Agreement Which Expired on
June 30, 2020**

January 10, 2022

ARTICLE XXIII DURATION: The School Committee proposes a one year contract covering the period of July 1 2020 through June 30, 2021 followed by a three year contract covering the period of July 1, 2021 through June 30, 2024.

Tentatively Agree

ARTICLE XIX COMPENSATION: See Attached Wage Proposal which includes, effective July 1, 2021, a new paraprofessional salary schedule with steps added and an hourly differential for low incidence paraprofessionals included. The low incidence differential will assist the District in recruiting and retaining paraprofessionals for these types of assignments and will also benefit those serving in such roles through increased earnings. In order to mitigate the expense of establishing the new scale with steps, the District will agree to grandfather employees currently eligible for the “Thirty Hour Paraprofessional Professional Development” benefit under Article XI, Section C capped at their current rate as of the date of ratification of this agreement but will discontinue that benefit as to any employees hired after ratification of this agreement. In addition, the proposal includes a revised salary schedule for LPNs. Adoption of the new salary schedules will necessitate changes to language in the Compensation Article.

-Pay Scales

1. Priority is yearly step scale for all titles
2. Add Senior steps/longevity
3. Need to negotiate movement to new step scale

-LI Differential- membership unanimously disapproved of a LI differential

-Thirty Hour PD benefit-

1. Agree to grandfathering of employees
2. Discontinue at the beginning of next school year as folks will be taking it in the spring

FROM THE UNION’S PROPOSALS:

ARTICLE I FEDERATION RECOGNITION AND DEFINITIONS. The School Committee can agree to the use of Para-educator in place of Paraprofessional. The precise changes in the language of this article, including the apparent proposal to add new definition language requires further discussion.

Tentative Agreement- we can find the places in the CBA that will be changed to Para-educator

ARTICLE V WORKING CONDITIONS. B. School Facilities. The School Committee will agree to the proposed revision to Section B (2) to read as follows: “~~To the extent possible~~ Each paraprofessional shall be provided with a space for his/her exclusive use in which he/she may securely store his/her **personal belongings**, instructional materials and supplies. Space as used above is intended to mean a locker, closet or file cabinet.”

Tentative Agreement

ARTICLE V WORKING CONDITIONS. F. Length of Work Day and Work Year. The School Committee is open to discussions around adjustments to the length of work day for certain positions covered by collective bargaining agreement. This requires further discussion. **The Union’s proposal was just in reference to Health Assistants who often work through their unpaid lunch**

ARTICLE V WORKING CONDITIONS. O. Job Site Paraprofessionals. The School Committee can agree to the inclusion of the position title of “Job Site Paraprofessional” within the main collective bargaining agreement, however such agreement is dependent upon negotiating any position specific duties and responsibilities and other terms and conditions. The School Committee is not agreeing to the contemplated wage proposal of the ~~Association~~ as it relates to this position.

The Union is asking to include their negotiated side letter of agreement into the CBA.

ARTICLE VII LEAVES WITH PAY. H. Bereavement Leave. The School Committee will agree to add the following language to the end of Section 1(b): “**The benefits of this paragraph would apply to step-parent, step-sibling, step-child, step-grandchild or step-grandparent.**”

-The union tentatively agrees to management’s proposed change

-The union withdraws its proposal to add “significant other” to the bereavement leave language.

-The union holds on its proposals to change from 1 day to 3 days for son in law, daughter in law, aunt, uncle, niece and nephew and that these days not be charged to a para’s disability and emergency days (sick days).

ARTICLE VII LEAVES WITH PAY. K. Holidays. The School Committee will agree to add “Juneteenth” to the list of paid holidays to the extent that it is observed on a date that falls within the school year.

Tentative Agreement

ARTICLE XI IN-SERVICE TRAINING B. In-Service Training Programs. The School Committee can agree to include “COTA’s or PTA’s” to the list of classifications eligible for reimbursement of up to \$150.00 of continuing education credit each year, provided such courses are approved in advance by an appropriate administrator and subject to any other limitations imposed by the applicable language of the collective bargaining agreement.

Tentative Agreement

FROM THE SCHOOL COMMITTEE’S PROPOSALS:

ARTICLE V WORKING CONDITIONS. N. Employment. Increase the probationary period from 120 working days to 180 working days.

How does this proposal benefit the students?

ARTICLE VI TRANSFERS OR RE-ASSIGNMENT. C. Pilot Transfer Program. Make the Pilot Transfer Program permanent and revise language as necessary to align with agreement to make this a permanent section of the collective bargaining agreement.

Tentative Agreement

ARTICLE VII LEAVES WITH PAY. A. Disability and Emergency. Revise first sentence of Subsection A(2) to read as follows: “Upon absence of ~~more than~~ three (3) consecutive days, the Superintendent or his designee may require a certificate by a physician in order to qualify for continued disability and emergency benefits.”

The union rejects this proposal

~~**ARTICLE VII LEAVES WITH PAY. A. Disability and Emergency.** Revise Section 7(a) to read as follows: Any clothing or other personal property damaged or destroyed as the result of an assault suffered in the course of his/her employment, **but not to exceed a value of \$100.00.**”~~

~~**ARTICLE VII LEAVES WITH PAY. A. Disability and Emergency.** Revise Section 7(b) to read as follows: “The cost of any medical or hospital services (over and above the amount of any insurance reimbursement and Workman’s Compensation received by said paraprofessional) incurred as the result of any assault suffered in the course of his/her employment, **but not to exceed \$1,000.00.**”~~

ARTICLE XI IN-SERVICE TRAINING. C. Thirty Hour Paraprofessional Professional Development. Add the following language to this Section: “An employee completing a training program under this section must inform the Human Resources Department in writing within 30 days of completion of the program in order to be eligible for this increase in compensation.”

This will likely be a moot point, pending negotiations.

ARTICLE XIII PARAPROFESSIONAL PROTECTION. B. Damage or Loss of Property. Revise Section 3(a) to read as follows: “Any clothing or other personal property damaged or destroyed as the result of an assault suffered in the course of his employment, **but not to exceed \$100.00.**”

Our folks have a lot closer contact with the students that the teachers do.

ARTICLE XIII PARAPROFESSIONAL PROTECTION. B. Damage or Loss of Property. Revise Section 3(b) to read as follows: “The cost of any medical, surgical or hospital services (over and above the amount of any insurance reimbursement and Workers Compensation received by said paraprofessional) incurred as the result of any assault suffered in the course of his employment, **but not to exceed \$1,000.00.**”

Did the teachers agree to \$5000? Does that cover all employees’ deductibles?

ARTICLE XIX COMPENSATION. A. Basic Salary Schedule. Add the following language to this Section: **“Employees must notify the Human Resources Department in writing within 30 days of qualifying for a compensation change due to education attainment referenced in Appendix A.”**

Basis for Advancement in Degree Status

1. A request for advanced salary rating must:

- a. Bear the approval of the Superintendent or designee.
- b. Include official *sealed* transcripts indicating degree obtained.
- c. Be filed with Human Resources on the forms provided.

The timeline for filing requests for advancement on the salary schedule is as follows:

- a. To advance on the salary schedule for the first official scheduled paraprofessional work day, of a given school year, a staff member must file the appropriate forms with the Chief of Human Resources on or before September 20th. The employee will be provided with a date stamped copy of their request form. A request for advancement submitted after September 20th is not considered until the following February for a pro rata advancement on February 1.
- b. To advance on February 1st of a given school year, a staff member must file the appropriate forms with the Chief of Human Resources on or before February 20th. The employee will be provided with a date stamped copy of their request form. A request for advancement submitted after February 20th is not considered until the following September for advancement for the first official scheduled paraprofessional work day in the following school year.
- c. After September 20th or February 20th, the salaries of paraprofessionals are not changed during the current year except to correct a clerical error, or an error fixing a salary inconsistent with the terms of whatever schedule may apply. With the exception of the correction of a clerical error, salary advancements will only be applied prospectively and not retroactively

ARTICLE XIX COMPENSATION. A. Basic Salary Schedule. Revise sixth paragraph to read as follows: **“Any Unit D member hired will be paid their contractual hourly rate according to years of service in Springfield or as a paraprofessional outside of the district.”**

SPS said they would work on this language- “relevant work experience”

The Parties would agree to make such housekeeping changes as are necessary at the time of integration of any agreed changes herein into the collective bargaining agreement. Any housekeeping changes would require mutual agreement.