

ARTICLE I FEDERATION RECOGNITION AND DEFINITIONS A. Federation Recognition

The Springfield School Committee recognizes the Springfield Federation of Paraprofessionals, Local 4098, American Federation of Teachers, AFL-CIO, as the exclusive bargaining agent and representative of Paraprofessional employees of the Springfield Public Schools for the purpose of collective bargaining with respect to hours, wages, and conditions of employment. Such unit shall include ~~Paraprofessionals~~ **Para-educators**, Certified Nursing Assistants, Licensed Practical Nurses, Health Assistants, Assistant Teachers, Occupational Therapy Assistants, Physical Therapy Assistants and Tutors. (The Tutors were accreted to the unit per CERB decision CAS-16-5059 effective August 1, 2017)

a. *Paraprofessionals, teacher paraprofessionals, library paraprofessional, reading paraprofessionals, instructional paraprofessionals, all other paraprofessionals* excluding volunteers.

ARTICLE V WORKING CONDITIONS B. School Facilities

2. ~~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.

ARTICLE V WORKING CONDITIONS F. Length of Work Day and Work Year

Ib. ~~Health Assistants and LPNs~~, Licensed Practical Nurses, Occupational Therapy Assistants and Physical Therapy Assistants will work seven (7.0) hours exclusive of duty free lunch. The workday for Health Assistants will consist of 7.5 hours, including a paid half hour lunch for which the Health Assistant will be required to remain in the building.

ARTICLE V WORKING CONDITIONS F. Length of Work Day and Work Year 3B

These days will be for training of staff in areas appropriate and pertinent to their assigned tasks within the system. (~~Nurses~~ **Certified Nursing Assistants, Licensed Practical Nurses, Health Assistants, Occupational Therapy Assistants and Physical Therapy Assistants** should be different and should include content that will provide continuing education contact hours as required for certification/license renewal.) The Federation will assist the School Department in developing the curriculum for these days.

ARTICLE V WORKING CONDITIONS O. Job Site Paraprofessionals

1. Paraprofessionals assigned to work at off-school site programs (e.g. Goodwill, Big Y, other work sites designated by the Employer), hereinafter referred to as "Job Site Paraprofessionals"

2. Job Site Paraprofessionals assigned to work at off-school site programs (e.g. Goodwill, Big Y, other work sites designated by the Employer) will work a regular work day of seven (7) hours per day, inclusive of a paid meal break and transportation (if the employee travels from the assigned school to and from the work site). It is understood and agreed that Paraprofessionals at these work sites will take their meal break with the students in the program and may be required to assist these students during their meal period.

3. At the Employer's discretion Job Site paraprofessionals will be directed to: a. report directly to the work site at the beginning of the school day and leave directly from the work site at the end of the school day. b. report to the school at the beginning of the school day and leave from the school at the end of the school day. or c. report to a school and ride on school transportation with their assigned students to and from the work site and leave from the school at the end of the workday.

4. Employees who must drive their own vehicle and who are assigned to a work site outside of the City of Springfield will be reimbursed for mileage at the mileage reimbursement rate established by the City of Springfield Comptroller. Said mileage will be paid from the employee's residence or assigned school (whichever is closer) to the work site.

5. Job Site Paraprofessionals will not be eligible for compensation for Substitute Teacher coverage. Job Site Paraprofessionals will not be eligible for additional compensation for meal coverage or for riding a school bus without a Bus Monitor as these duties will be performed during the seven (7) hour workday referenced above for which the Job Site Paraprofessional will be receiving their regular hourly rate.

6. Job Site Paraprofessional vacancies that occur after the commencement of a school year and before the conclusion of said year will be posted internally for application by members of the bargaining unit.

ARTICLE VII LEAVES WITH PAY A. Disability and Emergency 7

~~Employees are covered under Workman's Compensation for all work related injury. While on Workmen's Compensation a paraprofessional upon request can use accumulated sick leave benefits to make up the difference between Workmen's Compensation and his/her regular weekly wages.~~

All members of the bargaining unit are covered under the applicable provisions of the Massachusetts Worker's Compensation Law, currently Chapter 152 of the Massachusetts General Law.

In addition to the wage benefits provided for in the above statute, the School Committee shall provide a benefit called a special sick leave allowance payment while the Unit D member is incapacitated from working and receiving benefits under Chapter 152 of M.G.L., which when added to the amount of wage benefits will result in the payment to the Unit D member of his full salary or wages. Said sick leave allowance payment shall not be charged against the Unit D member's regular sick leave (Disability and Emergency Leave). This benefit will be paid subject to the provisions and limitations of Chapter 152, Section 69. Payments under this section shall not exceed one year from date of injury.

All members of the bargaining unit shall be granted a leave for absence caused by injuries, assault or battery sustained by teachers in connection with their employment by the Committee.

ARTICLE VII LEAVES WITH PAY H. Bereavement Leave

For the purposes of this section (a) leave with pay shall be granted on the death of (1) husband, wife, **significant other**, mother, father, son, daughter, brother, sister, grandchild, grandfather, or grandmother, of either the paraprofessional or his/her spouse **or significant other**; or (2) any individual or relative of the paraprofessional or his/her spouse who was actually living in the immediate household of the paraprofessional at the time of death or at the commencement of the final illness or accident. **This policy would also include step parent, step sibling, step child, step grandchild or step grandparent.**

c. In the instance of the death of a brother-in-law or sister-in-law of an employee or his/her spouse **or significant other**, not covered in Section b above, the day of the funeral will be offered to the employee as a bereavement day with pay.

d. Paraprofessionals shall, upon request, be granted leave of absence of not more than ~~one (1)~~ **three (3)** working day when such absence is occasioned by the death of a son-in-law, daughter-in-law, uncle, aunt, nephew, or niece of either the paraprofessional or his/her spouse **or significant other** whose place of residence is elsewhere than in the home of the employee.

2. The present method of providing release time to attend the funeral services of a coworker shall be continued during the term of this Agreement.

3. The leave provided for in Paragraph a, b, ~~and c~~, and d above shall not be charged against the paraprofessional's disability and emergency leave (sick leave).

~~The leave provided for in Paragraph 1-d, shall be charged against the paraprofessional's disability and emergency leave (sick leave).~~

ARTICLE VII LEAVES WITH PAY I. Sick Leave Conversion Upon Retirement or Death (Effective July 1, 2012)

Effective and retroactive to July 1, 2012 upon retirement from the Springfield School Department, City of Springfield or death, an employee irrespective of the position held, shall be paid at the rate of ~~\$30.00~~ (50.00) per day for all sick leave accrued by said employee at the time of the employee's death while in the service of the City, or retirement from municipal service. Such payment will be made in one lump sum, provided further that in the event of death, such sum would otherwise have been made payable to the employees shall be paid to that person whom such employee has designated as his beneficiary on his municipal life insurance policy, and, if none, then to his estate.

Employees who do not work a six and one half hour daily schedule will have their sick leave conversion benefit pro-rated based on hours actually worked.

ARTICLE VII LEAVES WITH PAY K. Holidays

Salary shall be based on the work year as defined in Article V.GF, plus the following fourteen (14 15) paid holidays, namely; Labor Day, Columbus Day, Veterans Day, Thanksgiving (2 days' pay), Christmas Day (3 days' pay), New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Good Friday, and Memorial Day, Juneteenth, plus any day when schools are closed due to an emergency and the day is not rescheduled at a later date during the same school year (see arbitration award dated July 27, 2010 defining paid school days)

~~Tutors/Fellows shall only be paid for Thanksgiving (2 days) and Christmas (3 days) in the 2017-18 school year.~~

~~Tutors/Fellows shall only be paid for Labor Day, Columbus Day, Veterans Day, Thanksgiving (2 days), Christmas (3 days), New Year's Day and Martin Luther King's Birthday in the 2018-19 school year. Tutors/Fellows shall receive all paid holidays listed in this section commencing with the 2019-20 school year.~~

***Juneteenth is a statewide holiday. When Juneteenth is observed on a date that falls during the school year, it shall be recognized as a paid holiday.**

ARTICLE XI IN-SERVICE TRAINING B. In-service Training Programs

Unit members who serve in the Licensed Practical Nurse, COTA's or PTA's classifications shall be entitled to reimbursement of up to \$150.00 of continuing education credit each year, provided such courses are approved in advance by an appropriate administrator. License renewals shall not be reimbursed under the provisions of this agreement.

ARTICLE XIV FEDERATION RIGHTS AND RESPONSIBILITIES A. Federation Representation, Negotiation, Business and Meetings The Union plans on proposing new language so that the President of the Federation can be compensated appropriately. That language will be forthcoming.

2. Representation at Meetings: Federation Business

a. The parties agree that the President of the Federation shall be granted a leave of absence for the school year. The leave shall be a paid leave of absence and the Federation shall pay the School Department for the full cost of the Federation President's salary and benefits, including, but not limited to, the full cost of any health and life insurance premiums, should the President elect to participate in the City's health and life insurance programs. While on leave of absence the Federation agrees to indemnify the School Committee for any losses that result from any worker's compensation claims made by or on behalf of the President.

ARTICLE XV DEDUCTIONS A. Other Deductions

5. ~~Payment to Springfield Teachers' Credit Union and~~

Discuss

ARTICLE XIX COMPENSATION A. Basic Salary Schedule

Any Unit D member hired will be paid their contractual hourly rate according to years of service in Springfield

ARTICLE XIX COMPENSATION B. Other Payments

2. Paraprofessionals who serve as instructors to either Teachers or Paraprofessionals for a full day on Professional Development Day will receive a flat rate of ~~one hundred and fifty dollars (150.00)~~ **two hundred and seventy dollars (\$270.00)** plus their regular daily rate.

3. Paraprofessionals who serve as instructors to other Paras for orientation and training shall receive a flat rate of ~~twenty-five dollars (\$25.00)~~ **forty five dollars \$45.00** per hour plus their regular/hourly rate.

4. Assignments of this nature must be approved in advance by the Superintendent or his designee.

5. Paraprofessionals who serve as instructors to other Paraprofessionals for orientation and training shall be compensated for preparation time necessary to prepare for the course. Compensation will not exceed one half (1/2) hour for each hour of instruction time.

APPENDIX A

Assistant Teachers will be defined as paraeducators with a bachelors degree

| | 2019-2020 | | |
|---|------------------|-------------------|------------------|
| Paraprofessionals and Certified Nursing Assistants | 0-5 years | 6-10 years | 11+ years |
| No Credits | 16.16 | 17.55 | 18.60 |
| Highly Qualified/Associates or 60 Credits | 16.32 | 17.90 | 19.88 |
| Bachelors | 16.84 | 18.65 | 20.64 |
| | | | |
| Job Site Paraprofessionals | 0-5 years | 6-10 years | 11+ years |
| No Credits | 20.16 | 21.55 | 22.60 |
| Highly Qualified/Associates or 60 Credits | 20.32 | 21.90 | 23.88 |
| Bachelors | 20.84 | 22.65 | 24.64 |
| | | | |

| | | | |
|--|------------------|-------------------|------------------|
| | | | |
| Tutors/Fellows | 0-5 years | | |
| | 14.86 | | |
| | 15.01 | | |
| | 15.16 | | |
| | 15.46 | | |
| | | | |
| | | | |
| Licensed Practical Nurses, Health Assistants and Assistant Teachers | 0-5 years | 6-10 years | 11+ years |
| No Credits | 24.94 | 27.05 | 27.52 |
| Highly Qualified/Associates or 60 Credits | 25.20 | 27.27 | 27.72 |
| Bachelors | 25.88 | 27.87 | 28.33 |
| | | | |
| | | | |
| | | | |
| Occupational Therapy Assistants and Physical Therapy Assistants | 0-5 years | 6-10 years | 11+ years |
| | 26.86 | 28.35 | 29.86 |
| | | | |
| | | | |
| | | 2020-2021 | 3% |
| Para-educators and Certified Nursing Assistants | 0-5 years | 6-10 years | 11+ years |
| No Credits | 16.64 | 18.08 | 19.16 |
| Highly Qualified/Associates or 60 Credits | 16.81 | 18.44 | 20.48 |
| Bachelors | 17.35 | 19.21 | 21.26 |
| | | | |
| | | | |
| Job Site Para-educators | 0-5 years | 6-10 years | 11+ years |
| No Credits | 20.76 | 22.20 | 23.28 |
| Highly Qualified/Associates or 60 Credits | 20.93 | 22.56 | 24.60 |
| Bachelors | 21.47 | 23.33 | 25.38 |
| | | | |
| | | | |
| Tutors/Fellows | 0-5 years | 6-10 years | 11+ years |
| | 15.31 | 16.84 | 18.52 |
| | 15.46 | 17.01 | 18.71 |
| | 15.61 | 17.18 | 18.89 |
| | 15.92 | 17.52 | 19.27 |
| | | | |
| | | | |
| | | | |
| Licensed Practical Nurses, Health Assistants and Assistant Teachers | 0-5 years | 6-10 years | 11+ years |
| No Credits | 25.69 | 27.86 | 28.35 |
| Highly Qualified/Associates or 60 Credits | 25.96 | 28.09 | 28.55 |

| | | | |
|--|------------------|-------------------|------------------|
| Bachelors | 26.66 | 28.71 | 29.18 |
| | | | |
| | | | |
| Occupational Therapy Assistants and Physical Therapy Assistants | 0-5 years | 6-10 years | 11+ years |
| | 27.67 | 29.20 | 30.76 |
| | | | |
| | | | |
| | 2021-2022 | 2022-2023 | 2023-2024 |
| Para-educator and CNA | | 2% | 2% |
| <i>Step One</i> | 18.77 | 19.15 | 19.53 |
| <i>Step Two</i> | 20.69 | 21.10 | 21.53 |
| <i>Step Three</i> | 22.61 | 23.06 | 23.52 |
| <i>Step Four</i> | 24.53 | 25.02 | 25.52 |
| <i>Step Five</i> | 26.45 | 26.98 | 27.52 |
| <i>Step Six</i> | 28.37 | 28.94 | 29.52 |
| <i>Step Seven</i> | 30.29 | 30.90 | 31.51 |
| <i>Step Eight</i> | 32.21 | 32.85 | 33.51 |
| <i>Step Nine</i> | 34.13 | 34.81 | 35.51 |
| <i>Step Ten</i> | 36.05 | 36.77 | 37.51 |
| <i>Step Fifteen</i> | 37.97 | 38.73 | 39.50 |
| <i>Step Twenty</i> | 39.89 | 40.69 | 41.50 |
| <i>Step Twenty Five</i> | 41.81 | 42.65 | 43.50 |
| <i>Step Thirty</i> | 43.73 | 44.60 | 45.50 |
| | | | |
| Assistant Teachers & Job Site Para-educators | | | |
| <i>Step One</i> | 22.77 | 23.23 | 23.69 |
| <i>Step Two</i> | 24.69 | 25.18 | 25.69 |
| <i>Step Three</i> | 26.61 | 27.14 | 27.69 |
| <i>Step Four</i> | 28.53 | 29.10 | 29.68 |
| <i>Step Five</i> | 30.45 | 31.06 | 31.68 |
| <i>Step Six</i> | 32.37 | 33.02 | 33.68 |
| <i>Step Seven</i> | 34.29 | 34.98 | 35.68 |
| <i>Step Eight</i> | 36.21 | 36.93 | 37.67 |
| <i>Step Nine</i> | 38.13 | 38.89 | 39.67 |
| <i>Step Ten</i> | 40.05 | 40.85 | 41.67 |
| <i>Step Fifteen</i> | 41.97 | 42.81 | 43.67 |
| <i>Step Twenty</i> | 43.89 | 44.77 | 45.66 |
| <i>Step Twenty Five</i> | 45.81 | 46.73 | 47.66 |
| <i>Step Thirty</i> | 47.73 | 48.68 | 49.66 |
| | | | |
| | | | |
| COTA, Health Assistant, LPN & PTA | | | |
| <i>Step One</i> | 29.97 | 30.57 | 31.18 |
| <i>Step Two</i> | 32.50 | 33.15 | 33.81 |
| <i>Step Three</i> | 35.03 | 35.73 | 36.45 |

| | | | |
|-------------------------|-------|-------|-------|
| <i>Step Four</i> | 37.56 | 38.31 | 39.08 |
| <i>Step Five</i> | 40.09 | 40.89 | 41.71 |
| <i>Step Six</i> | 42.62 | 43.47 | 44.34 |
| <i>Step Seven</i> | 45.15 | 46.05 | 46.97 |
| <i>Step Eight</i> | 47.68 | 48.63 | 49.61 |
| <i>Step Nine</i> | 50.21 | 51.21 | 52.24 |
| <i>Step Ten</i> | 52.74 | 53.79 | 54.87 |
| <i>Step Fifteen</i> | 55.27 | 56.38 | 57.50 |
| <i>Step Twenty</i> | 57.80 | 58.96 | 60.14 |
| <i>Step Twenty Five</i> | 60.33 | 61.54 | 62.77 |
| <i>Step Thirty</i> | 62.86 | 64.12 | 65.40 |