

# **CONSTITUTION OF THE SPRINGFIELD FEDERATION OF PARAPROFESSIONALS LOCAL 4098, AFT MASSACHUSETTS, AFL-CIO**

## **ARTICLE X - BUILDING REPRESENTATIVE DUTIES**

- 1) To represent all Paraprofessionals at each location
- 2) To maintain a **personal email account and current phone number** to conduct union business. This email address and current phone number should be on file in the union office.
- 3) To keep Paraprofessionals informed and listen to the concerns of the members and communicate these concerns with the principal and President.
- 4) The building representative will **meet with all new Unit D members at their school to welcome them to the school, obtain their contact information and to encourage them to become members of the union and complete a dues authorization form.**
- 5) To **distribute all Paraprofessional mailings and information** sent to the Building Representative from the Local to all the members of the building. Maintain an up-to-date Local 4098 Bulletin Board in the building.
- 6) The Building Representative is the agent of the Federation in her/his building, and is responsible for the implementation of the Collective Bargaining Agreement in that building.
- 7) The Building Representative is responsible for overseeing Step One of the grievance procedure as outlined in the Collective Bargaining Agreement.
- 8) To **attend all Local 4098 Meetings/Trainings**. If you are unable to attend a meeting, you must notify the 1<sup>st</sup> Vice President prior to the meeting via email.
- 9) Attend disciplinary meetings at the building level to represent the affected member, **take comprehensive notes and maintain records.**
- 10) File an **activity log** with the Treasurer, for the current school year, annually at the last Membership Meeting.
- 11) Building Representatives **must fulfill all of the above duties** in order to receive the annual building representative stipend.



# Springfield Federation of Paraprofessionals Contact List 2023-2024

## OFFICERS

|  |                          |                                 |
|--|--------------------------|---------------------------------|
| Catherine<br>Mastronardi<br>413-949-9165 | mastronardic@comcast.net | President<br>c/o Central Office |
|--|--------------------------|---------------------------------|

|              |                      |  |
|--------------|----------------------|--|
| Kim Thompson | kirwin03@verizon.net | 1st Vice President<br>c/o HS of Science and Technology |
|--------------|----------------------|--|

|                |                  |   |
|----------------|------------------|---|
| Donna LaPierre | djl82568@aol.com | 2nd Vice President<br>c/o Forest Park Middle School |
|----------------|------------------|---|

|            |                    |  |
|------------|--------------------|--|
| Debora Bys | rbys40@verizon.net | Secretary<br>c/o Lynch Elementary School |
|------------|--------------------|--|

|              |                         |   |
|--------------|-------------------------|---|
| Karen Carney | karen.carney1@gmail.com | Treasurer<br>c/o Glenwood Elementary School |
|--------------|-------------------------|---|

## COMMITTEE CHAIRPERSONS

|                 |  |                                      |
|-----------------|--|--------------------------------------|
| Barbara Boucher | Retirement/Social                                  | boucherb47@gmail.com                 |
| Karen Carney    | Negotiations                                       | karen.carney1@gmail.com              |
| Debora Husbands | Elections  | dlhusbands@gmail.com                 |
| Betty Jack      | Membership   | thejacks2003@yahoo.com               |
| Alicia Porter   | Public Relations                                   | alporter107@gmail.com                |
| Maria Rosa      | Grievance  | homeinteriorsmariarosa2004@yahoo.com |
| Kareem White    | Diversity and Inclusion<br>(formerly Human Rights) | whiteka43@gmail.com                  |
|                 | Political Action & Legislative                     |                                      |



## **Back to School Celebration**

August 26, 2023 Blunt Park 10:00 – 1:30

## **Membership Meetings**

September 27, 2023 Virtual

January 31, 2024 Virtual

June 5, 2024 Elections

## **Building Representative Meetings**

August 30, 2023 4:00 pm PD Center

\*Any changes/additions to the schedule will be announced





# SPRINGFIELD PUBLIC SCHOOLS School Calendar 2023 – 2024

Approved by  
School Committee  
03/16/2023

Aug. 21 – 24 - Teacher Workdays (PD)  
Aug. 25 – Convocation  
Aug. 28 - School begins – Grades 1 - 12  
Aug. 28 – Sept. 1 – Kindergarten Screening

| August 2023 |    |    |    |    |
|-------------|----|----|----|----|
| M           | T  | W  | T  | F  |
|             | 1  | 2  | 3  | 4  |
| 7           | 8  | 9  | 10 | 11 |
| 14          | 15 | 16 | 17 | 18 |
| 21          | 22 | 23 | 24 | 25 |
| 28          | 29 | 30 | 31 |    |

Feb. 19 - Schools Closed – President's Day  
Central Office is also closed  
Feb. 20 – 23 - Schools closed for Mid-Winter Vacation  
Feb. 26 – Schools reopen

| February 2024 |    |    |    |    |
|---------------|----|----|----|----|
| M             | T  | W  | T  | F  |
|               |    |    | 1  | 2  |
| 5             | 6  | 7  | 8  | 9  |
| 12            | 13 | 14 | 15 | 16 |
| 19            | 20 | 21 | 22 | 23 |
| 26            | 27 | 28 | 29 |    |

Sept. 4 - Schools Closed – Labor Day  
Central Office is also closed  
Sept. 5 – Kindergarten students begin  
Sept. 6 - Preschool students begin  
Sept. 12 – Schools closed –Teacher Professional Day (State Primary Election Day)

| September 2023 |    |    |    |    |
|----------------|----|----|----|----|
| M              | T  | W  | T  | F  |
|                |    |    |    | 1  |
| 4              | 5  | 6  | 7  | 8  |
| 11             | 12 | 13 | 14 | 15 |
| 18             | 19 | 20 | 21 | 22 |
| 25             | 26 | 27 | 28 | 29 |

March 29 – Schools Closed – Good Friday  
Central Office is also closed

| March 2024 |    |    |    |    |
|------------|----|----|----|----|
| M          | T  | W  | T  | F  |
|            |    |    |    | 1  |
| 4          | 5  | 6  | 7  | 8  |
| 11         | 12 | 13 | 14 | 15 |
| 18         | 19 | 20 | 21 | 22 |
| 25         | 26 | 27 | 28 | 29 |

October 9 - Schools Closed – Columbus Day  
Central Office is also closed

| October 2023 |    |    |    |    |
|--------------|----|----|----|----|
| M            | T  | W  | T  | F  |
| 2            | 3  | 4  | 5  | 6  |
| 9            | 10 | 11 | 12 | 13 |
| 16           | 17 | 18 | 19 | 20 |
| 23           | 24 | 25 | 26 | 27 |
| 30           | 31 |    |    |    |

Apr. 15 – Schools Closed –Patriot's Day  
Central Office is also closed  
Apr. 16 – 19 - Schools Closed for Spring Vacation  
April 22 – Schools reopen

| April 2024 |    |    |    |    |
|------------|----|----|----|----|
| M          | T  | W  | T  | F  |
| 1          | 2  | 3  | 4  | 5  |
| 8          | 9  | 10 | 11 | 12 |
| 15         | 16 | 17 | 18 | 19 |
| 22         | 23 | 24 | 25 | 26 |
| 29         | 30 |    |    |    |

Nov. 7 – Schools Closed – Teacher Professional Day (Election Day)  
Nov. 10 – Schools Closed – Observance of Veterans Day (Observed) – Central Office is also closed  
Nov. 22 - 24 Schools Closed for Thanksgiving Vacation  
Nov. 23 and 24 - Central Office is also closed  
Nov. 27 - Schools reopen

| November 2023 |    |    |    |    |
|---------------|----|----|----|----|
| M             | T  | W  | T  | F  |
|               |    | 1  | 2  | 3  |
| 6             | 7  | 8  | 9  | 10 |
| 13            | 14 | 15 | 16 | 17 |
| 20            | 21 | 22 | 23 | 24 |
| 27            | 28 | 29 | 30 |    |

May 27 – Schools Closed –Memorial Day  
Central Office is also closed

| May 2024 |    |    |    |    |
|----------|----|----|----|----|
| M        | T  | W  | T  | F  |
|          |    | 1  | 2  | 3  |
| 6        | 7  | 8  | 9  | 10 |
| 13       | 14 | 15 | 16 | 17 |
| 20       | 21 | 22 | 23 | 24 |
| 27       | 28 | 29 | 30 | 31 |

Dec. 22 – ½ Day – Last school day before the Holiday Vacation (Dismissal will be covered by bulletin)  
Dec. 25 – Jan. 1 - Schools Closed - Holiday Vacation  
Dec. 25 – Christmas Holiday (Observed) Central Office is also closed

| December 2023 |    |    |    |    |
|---------------|----|----|----|----|
| M             | T  | W  | T  | F  |
|               |    |    |    | 1  |
| 4             | 5  | 6  | 7  | 8  |
| 11            | 12 | 13 | 14 | 15 |
| 18            | 19 | 20 | 21 | 22 |
| 25            | 26 | 27 | 28 | 29 |

June 19th – Schools Closed Juneteenth Day  
Central Office is also closed  
June 20 - ½ Day – \*Tentative End of School Year (Dismissal will be covered by bulletin)

| June 2024 |    |    |    |    |
|-----------|----|----|----|----|
| M         | T  | W  | T  | F  |
| 3         | 4  | 5  | 6  | 7  |
| 10        | 11 | 12 | 13 | 14 |
| 17        | 18 | 19 | 20 | 21 |
| 24        | 25 | 26 | 27 | 28 |

January 1 – New Year's Day (Observed) Central Office is also closed  
Jan. 2 – Schools reopen  
January 5 – Schools Closed – Teacher Professional Day  
Jan. 15 – Schools closed – Dr. Martin Luther King's Birthday – Central Office is also closed

| January 2024 |    |    |    |    |
|--------------|----|----|----|----|
| M            | T  | W  | T  | F  |
| 1            | 2  | 3  | 4  | 5  |
| 8            | 9  | 10 | 11 | 12 |
| 15           | 16 | 17 | 18 | 19 |
| 22           | 23 | 24 | 25 | 26 |
| 29           | 30 | 31 |    |    |

\*Tentative End of School Year Date includes 5 snow days. Schools will close after they have been in session for 180 pupil school days. Official end date and dismissal will be covered by bulletin.

Yellow = Schools Closed (pupils only)  
Green = Schools and District Offices Closed (pupils and staff)





**SPRINGFIELD PUBLIC SCHOOLS  
SPRINGFIELD, MASSACHUSETTS**

**SCHOOL COMMITTEE MEETING DATES  
SCHOOL YEAR – 2023-2024**

Approved by School Committee  
May 11, 2023

Unless otherwise noted, all Regular Meetings begin at 6:30PM, Working Sessions, Speak Outs and Student Representatives begin at 6:00PM.

|                              |   |
|------------------------------|---|
| Thursday, September 7, 2023  | 6:30 PM Regular Meeting– City Hall, Room 220  |
| Thursday, September 21, 2023 | 6:00 PM Student Reps. (1) STEM Middle Academy; South End Middle School; Zanetti Montessori; Springfield Renaissance (Middle School)<br>6:30 PM Regular Meeting – City Hall  |
| Thursday, October 5, 2023    | 6:00 Public Speak Out – 6:30 Regular Session - City Hall, Room 220  |
| Thursday October 19, 2023    | 6:00 PM Middle School Student Reps. (SEZP 1); Chestnut (TAG, Impact Prep, Springfield Legacy Academy & Discovery High School); Forest Park Middle School and Springfield Realization Academy<br>6:30 PM Regular Meeting - City Hall, Room 220 |
| Thursday, November 2, 2023   | 6:00 PM Student Advisory Speakers (Central, Sci-Tech, Putnam, Renaissance, Conservatory, Virtual School, Alternative High Schools)<br>6:30 PM Regular Meeting - City Hall, Room 220   |
| Thursday, November 16, 2023  | 6:00 PM Middle School Student Reps. (SEZP 2) Commerce (High School of Commerce, Springfield Honors Academy; and Emergence); Kiley (Kiley Prep, The Academy at Kiley)<br>6:30 PM - Regular Meeting - City Hall, Room 220                       |
| Thursday, November 30, 2023  | 6:00 PM Public Speak Out - 6:30 PM - Regular Meeting - City Hall, Room 220  |
| Thursday, December 14, 2023  | 6:00 PM Student Advisory Speakers (Central, Sci-Tech, Putnam, Renaissance, Conservatory, Virtual School, Alternative High Schools)<br>6:30 PM Regular Meeting - City Hall, Room 220   |
| Tuesday, January 2, 2024     | 12:30 PM - Organizational Meeting - City Hall Room 220  |
| Thursday, January 11, 2024   | 6:00 PM Working Session School Dept. 1550 Main Street   |
| Thursday, January 25, 2024   | 6:00 PM Student Reps. (SEZP 3) John Duggan Academy MS and HS; Van Sickle (Van Sickle Academy, Rise Academy/Rise Prep Academy); John F. Kennedy Middle School<br>6:30 PM Regular Meeting - City Hall, Room 220                                 |
| Thursday, February 8, 2024   | 6:00 PM Student Advisory Speakers (Central, Sci-Tech, Putnam, Renaissance, Conservatory, Virtual School, Alternative High Schools)<br>6:30 PM Regular Meeting - City Hall, Room 220   |
| Thursday, February 29, 2024  | 6:00 PM Chapter 74 Vocational - Putnam, 1300 State Street   |
| Thursday, March 14, 2024     | 6:00 PM Public Speak Out - 6:30 PM - Regular Meeting - City Hall Room 220   |
| Thursday, March 28, 2024     | 6:00 PM Middle School Student Reps. (2) Springfield Middle School; Springfield Public Day MS; Conservatory (Middle School)<br>6:30 PM- Regular Meeting - City Hall, Room 220  |
| Thursday, April 11, 2024     | 6:00 PM Student Advisory Speakers (Central, Sci-Tech, Putnam, Renaissance, Conservatory, Virtual School, Alternative High Schools)<br>6:30 PM Regular Meeting - City Hall, Room 220   |
| Thursday, April 25, 2024     | 6:00 PM Public Speak Out - 6:30 PM - Regular Meeting - City Hall, Room 220  |
| Thursday, May 9, 2024        | 6:00 PM Student Advisory Speakers (Central, Sci-Tech, Putnam, Renaissance, Conservatory, Virtual School, Alternative High Schools)<br>6:30 PM Regular Meeting - City Hall, Room 220   |
| Thursday, May 23, 2024       | 7:00 PM Retirees Recognition - Putnam, 1300 State Street  |
| Thursday, June 20, 2024      | 6:30 PM - Regular Meeting - City Hall, Room 220   |



**Unit D Calendar of Compensation 2023-2024**

| PP # | PP END     | PAY DATE   | Total Days | TYPE |    |      |    | EXPLANATION   |
|------|------------|------------|------------|------|----|------|----|---|
|      |            |            |            | SD   | PD | Conv | H  |   |
| 1    | 8/25/2023  | 9/1/2023   | 5          |      | 4  | 1    |    | 4 PD/ 1 Convocation   |
| 2    | 9/8/2023   | 9/15/2023  | 10         | 9    |    |      | 1  | Labor Day ( 9/4)  |
| 3    | 9/22/2023  | 9/29/2023  | 10         | 9    | 1  |      |    | 1 PD Day (9/12)   |
| 4    | 10/6/2023  | 10/13/2023 | 10         | 10   |    |      |    |   |
| 5    | 10/20/2023 | 10/27/2023 | 10         | 9    |    |      | 1  | Columbus Day (10/9)   |
| 6    | 11/3/2023  | 11/10/2023 | 10         | 10   |    |      |    |   |
| 7    | 11/17/2023 | 11/24/2023 | 10         | 8    | 1  |      | 1  | 1 PD Day ( 11/7) Veteran's Day (11/11).   |
| 8    | 12/1/2023  | 12/8/2023  | 9          | 7    |    |      | 2  | 1 unpaid day (11/22); Thanksgiving Day (11/23)& Friday(11/24)   |
| 9    | 12/15/2023 | 12/22/2023 | 10         | 10   |    |      |    |   |
| 10   | 12/29/2023 | 1/5/2024   | 8          | 5    |    |      | 3  | Early dismissal 12/22, Winter Vacation 3 Paid (12/23, 26 & 27 ) 2 Unpaid Days (12/28 & 29)              |
| 11   | 1/12/2024  | 1/19/2024  | 10         | 8    | 1  |      | 1  | New Years Day (1/2) 1 PD Day (1/3)  |
| 12   | 1/26/2024  | 2/2/2024   | 10         | 9    |    |      | 1  | Martin Luther King Day (1/15)   |
| 13   | 2/9/2024   | 2/16/2024  | 10         | 10   |    |      |    |   |
| 14   | 2/23/2024  | 3/1/2024   | 6          | 5    |    |      | 1  | Midwinter Vacation - President's Day (2/19); 4 unpaid days ( 2/20, 21, 22 & 23 )                        |
| 15   | 3/8/2024   | 3/15/2024  | 10         | 10   |    |      |    |   |
| 16   | 3/22/2024  | 3/29/2024  | 10         | 10   |    |      |    |   |
| 17   | 4/5/2024   | 4/12/2024  | 10         | 9    |    |      | 1  | Good Friday 3/29  |
| 18   | 4/19/2024  | 4/26/2024  | 6          | 5    |    |      | 1  | Spring Vacation/Patriot's Day (4/13); 4 unpaid Days (4/16,17,18 & 19)                                   |
| 19   | 5/3/2024   | 5/10/2024  | 10         | 10   |    |      |    |   |
| 20   | 5/17/2024  | 5/24/2024  | 10         | 10   |    |      |    |   |
| 21   | 5/31/2024  | 6/7/2024   | 10         | 9    |    |      | 1  | Memorial Day (5/27)   |
| 22   | 6/14/2024  | 6/21/2024  | 8          | 8    |    |      |    | June 12th ( Early Dismissal)  |
| 23   | 6/28/2024  | 7/5/2024   |            |      |    |      |    | Juneteenth (6/19) is currently after the end of the school year-5 or more closed days would change that |
|      | Total Days |            | 202        | 180  | 7  | 1    | 14 |   |

The dates in red are days you can use your INC ANNUAL days during the school year. Don't forget to email your Principal and clerk if you want to use them.



# Pay Codes

| <b>Code</b>         | <b>Description</b>            | <b>Code</b>         | <b>Description</b>             |
|---------------------|-------------------------------|---------------------|--------------------------------|
| <a href="#">100</a> | REGULAR - BASE PAY            | <a href="#">546</a> | SUMMER COURSE RECOVERY RQ      |
| <a href="#">110</a> | PAID ADMINISTRATIVE LEAVE     | <a href="#">547</a> | SUMMER EARLY START RQ          |
| <a href="#">200</a> | OVERTIME                      | <a href="#">555</a> | WORKSHOP (RQ) 11111            |
| <a href="#">301</a> | SICK PAY                      | <a href="#">556</a> | WRKSHP INS (RQ)                |
| <a href="#">316</a> | BEREAVEMENT                   | <a href="#">558</a> | TUTORING (RQ)                  |
| <a href="#">343</a> | LEGAL/BUS LEAVE               | <a href="#">560</a> | HASBRO SUMMER RQ               |
| <a href="#">347</a> | GRADUATION LEAVE              | <a href="#">561</a> | WORKERS COMP                   |
| <a href="#">400</a> | HOLIDAY PAY                   | <a href="#">570</a> | PARA CC DIST 0.5 HR INCR       |
| <a href="#">404</a> | SUPERINTENDENT-MAYOR TIME OFF | <a href="#">580</a> | PROFESSIONAL DEVELOPMENT       |
| <a href="#">408</a> | JURY DUTY                     | <a href="#">590</a> | DIAPERING<4                    |
| <a href="#">412</a> | UNION TIME                    | <a href="#">591</a> | DIAPERING>4                    |
| <a href="#">420</a> | SUSP WITH PAY                 | <a href="#">592</a> | DIAPERING STP                  |
| <a href="#">425</a> | MILITARY                      | <a href="#">596</a> | SCDM STP (RQ)                  |
| <a href="#">430</a> | CANCER SCR                    | <a href="#">599</a> | PARA 30 HOURS PROF DEV         |
| <a href="#">450</a> | UNEXCUSED ABSENCE NP          | <a href="#">614</a> | BUS MON IEP COV                |
| <a href="#">451</a> | SCHOOL BREAK NO PAY           | <a href="#">615</a> | BUS MON COV                    |
| <a href="#">453</a> | NP- BUS DUTY                  | <a href="#">643</a> | SUMMER SCH PREPROG NRQ NON-S06 |
| <a href="#">457</a> | WORKERS COMP NO PAY           | <a href="#">644</a> | SUMMER SCHOOL REG NRQ NON-S06  |
| <a href="#">458</a> | EXCUSED ABSENCE NO PAY        | <a href="#">680</a> | OFFICIAL                       |
| <a href="#">464</a> | SUSPENSE UNPAID               | <a href="#">698</a> | SICK PAY - WC NRQ              |
| <a href="#">470</a> | SICK ADOPTION                 | <a href="#">762</a> | INCENTIVE PAY NRQ              |
| <a href="#">471</a> | ASSOC LEAVE                   | <a href="#">780</a> | RETENTION BONUS                |
| <a href="#">500</a> | AFTER SCHL PROG RQ            | <a href="#">804</a> | PARA CC SCH 0.5 HR INCR        |
| <a href="#">502</a> | BEFORE SCHL PROG RQ           | <a href="#">881</a> | CREDIT RECOVERY RQ             |
| <a href="#">505</a> | BPS DEV SKL (RQ)              | <a href="#">884</a> | SPEC ED MCAS RQ                |
| <a href="#">506</a> | BPS EARLY (RQ)                | <a href="#">886</a> | SUMMER WK INST RQ              |
| <a href="#">507</a> | SUMMER OTHER PROGRAMS         | <a href="#">900</a> | RETRO PAY                      |
| <a href="#">511</a> | WORKSHOP (RQ) 22222           | <a href="#">901</a> | RETRO OT PAY                   |
| <a href="#">512</a> | WORKSHOP (RQ) 33333           | <a href="#">910</a> | RETRO PAY-PRIOR YEAR RQ        |
| <a href="#">524</a> | COACH (RQ)                    | <a href="#">930</a> | SICK PAY OUT                   |
| <a href="#">525</a> | EVEN INSTR (RQ)               | <a href="#">940</a> | SK LV CONV                     |
| <a href="#">535</a> | SPEC ED SUMMER PROG RQ        | <a href="#">970</a> | DIRECT DEPOSIT REPLACEMENT     |
| <a href="#">540</a> | LUNCH COVG PARA               | <a href="#">992</a> | TRAVEL REIMBURSEMENT           |
| <a href="#">542</a> | PARA MORNING DUTY             | <a href="#">993</a> | EMPLOYEE REIMB - OTHER         |
|                     |                               | <a href="#">994</a> | MILEAGE REIMBURSEMENT/PMT      |





Central Office

1550 Main Street  
PO Box 1410  
Springfield, MA 01103

### Sick Leave Bank Process (Bargained)

The Sick Leave Bank is available to all eligible members covered under their respective Collective Bargaining agreement(s) in the event of a serious illness. It is available to unit members who have exhausted all of their annual/ or accumulated regular sick time. To utilize the Sick Leave Bank, the employee must furnish the Sick Bank Committee(s) with the following documentation:

1. Formal letter from the employee addressed to the Sick Bank Committee(s) requesting time from the sick bank. The letter must be signed and include the following:
  - a. Total numbers of days requested
  - b. Reason for the request
  - c. Specific dates that the requested days will cover
2. Medical certification from the treating physician verifying that the employee has a serious illness (provide a diagnosis), dates of illness, expected return to work, and any limitations or restrictions.

The Sick Leave Bank Committee(s) may grant up to a maximum of **(30)** sick days per school year in accordance with all respective Collective Bargaining Agreements; with the exception of SAA Administrators. SAA Administrators, per the collective bargaining agreement, may grant up to a maximum of **(36)** sick days per school year. The Committee(s) informs each member in writing, within ten (10) school days of the request of any action(s) taken regarding sick leave requests. Incomplete sick leave requests will be denied.

All Sick Bank requests should be addressed to:

Human Resources  
1550 Main St, 2<sup>nd</sup> Floor Springfield, MA 01103  
Fax: (413) 787-7211 or (413) 750-2733

As a professional courtesy and in accordance with the collective bargaining agreements, you should continue to notify your Principal/Supervisor if you plan to be absent from your duties for more than (3) consecutive days.





OUTSIDE VENDOR CONTACTS

Deferred Compensation

SMART Plan Heather Kane 781-296-9948

CIGNA Dental & Vision 800-244-6224

Massachusetts Municipal  
Insurance Program

Short Term and Long Term Disability

Universal Life Products

Michael Jenks 800-445-4493 x 31  
Jan Hawkes 508-497-3930 x 34

Medical and Dependent Care Accounts (FSA )

WageWorks 800-950-0105

AFLAC Benefits

Filipe Coelho 203-878-0420 x105

EAP

1-800-252-4555

Benefit Information

Insurance Department 787-6055

e-mail: [benefits@springfieldcityhall.com](mailto:benefits@springfieldcityhall.com)

Insurance Department address

City Hall  
Room 18  
36 Court Street  
Springfield, MA 01103

To contact any of the health insurance vendors – refer to the last page of the GIC Decision Guide.

## Problems are part of life



### GETTING HELP IS SIMPLE

Just call **800.252.4555** 24/7 to reach a professional counselor.

We all face problems from time to time. Usually, we can handle them ourselves without the help of outside resources.

But sometimes it makes more sense to reach out for help. That is why your employer provides you and your family with a confidential Employee Assistance Program, a benefit that provides resources and solutions for the problems you encounter. Just as health insurance is designed to address your physical health, your EAP benefit is designed to assist your emotional and mental well-being. And because your employer has covered the entire cost of services, there is no cost to you.

### GETTING THE HELP YOU NEED

Call anytime for confidential assistance. To reach a counselor for any of your EAP needs, call toll free:

**800-252-4555 OR 800-225-2527**  
OR VISIT [theEAP.com](http://theEAP.com)

## Introducing your Employee Assistance Program

#### COUNSELING BENEFITS

Help with personal issues from relationships to stress and substance abuse.

#### WORK/LIFE BENEFITS

Assistance for other personal, financial and legal issues.

#### INFORMATION RESOURCE BENEFITS

Access a vast collection of self-help tools and articles.

#### LIFESTYLE BENEFITS

Discounts to help with fitness, nutrition and weight management.

#### PERSONAL DEVELOPMENT BENEFITS

Help balancing your work, life and career.

#### WELLNESS BENEFITS

Information and resources to improve your overall wellness.



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[www.springfieldfederationofparaprofessionals.org](http://www.springfieldfederationofparaprofessionals.org)





Central Office  
1550 Main Street, 2<sup>nd</sup> Floor  
P.O. Box 1410  
Springfield, MA  
01103-1410

## SPRINGFIELD PUBLIC SCHOOLS - SPRINGFIELD, MASSACHUSETTS

Dear Paraprofessionals:

The Springfield Federation of Paraprofessionals and the School Committee entered into a new contract on October 5, 2017. We recognize that you play a key role in the education and development of our students, and coming to work is critical to that role. A key provision in the new contract that we would like to highlight is the ability to earn up to eleven (11) paid incentive days as a benefit for good attendance.

Members of Unit D may use the paid incentive days that they earned the previous school year, during the following school year when school is closed due to weather or vacation periods. For example, a paraprofessional who has earned incentive days may elect to use earned incentive days to get paid during February vacation when school is not in session. The earned incentive day language is contained in two separate provisions of the contract as detailed below.

The first provision allows a member of the paraprofessional bargaining unit the ability to earn one (1) incentive day for each school month in which the employee does not have any absences, up to a maximum of ten (10) days. The language in the contract specifically provides as follows:

*"Effective with the 2013-14 school year employees will earn incentive leave days based on their attendance from the previous school year (if employed by the Springfield public schools for the entire school year as a member of the bargaining unit) pursuant to the formula below. Employees with earned incentive days from the previous school year will notify their school clerk when they wish to use an incentive day. Incentive days may be used any time during the school year for days when school is closed due to weather or vacation periods. Unused incentive days will be paid in the final payroll in June. . . . Jury duty leave and bereavement leave shall not count as an absence under this paragraph. . . . Effective with the 2017-18 school year employees will earn one incentive day (based on their regular daily rate of pay) for each school month (September-June) in which the employee does not have any absences. The maximum number of days that can be earned in a school year is ten (10).*

A second section was added to the contract to allow a member of the bargaining unit the ability to earn an additional incentive day if they use four (4) or fewer sick and disability days. That new section specifically states:

*Effective with the 2017-18 school year employees (if employed by the Springfield public schools for the entire school year as a member of the bargaining unit) who utilize four (4) or fewer sick and disability leave days will earn an incentive day to be used in the following school year for pay on unpaid weekdays when school is not in session (i.e. snow days or unpaid school vacation days).*

We hope you take advantage of the new incentive day provisions in the contract and thank you for your part in providing our students with essential support services critical to their success.

Sincerely,  
  
Catherine Mastronardi, President  
Springfield Federation of Paraprofessionals

  
Daniel J. Warwick, Superintendent  
Springfield Public Schools

*A Culture of Equity and Proficiency*



[www.springfieldfederationofparaprofessionals.org](http://www.springfieldfederationofparaprofessionals.org)



Memorandum of Understanding  
between  
The Springfield School Committee  
and  
The Springfield Federation of Paraprofessionals  
(Re: Long-Term Sub Rate for Unit D Members)

The parties to this Memorandum of Agreement include the Springfield School Committee (hereinafter "Committee") and the Springfield Federation of Paraprofessionals (hereinafter "Federation").

The Committee and the Federation are also parties to a collective bargaining agreement ("CBA") which has been ratified by the parties. This CBA covers the period of July 1, 2021 through June 30, 2024.

Now therefore, the parties agree as follows:

Effective upon execution of this MOA, during the 2023-2024 school year, paraprofessionals who are working as the teacher of record shall receive the long-term sub rate and remain a Unit D member.

The parties agree that the Memorandum of Understanding by either party shall not constitute a precedent in the future terms and provisions.

For Springfield Federation of Paraprofessionals: Catherine Kucharski Date: 5/4/23

For Springfield Public Schools: D. Powell Date: 5/9/23



**MEMORANDUM OF AGREEMENT**  
**between**  
**The Springfield School Committee**  
**and**  
**The Springfield Federation of Paraprofessionals**  
**(Re: Diapering/Toileting)**

June \_\_\_\_, 2023

The parties to this Memorandum of Agreement ("MOA") are the Springfield School Committee and the Springfield Federation of Paraprofessionals ("Union"). The parties to this MOA are also parties to a Collective Bargaining Agreement ("CBA") for the period of July 1, 2021 through June 30, 2024.

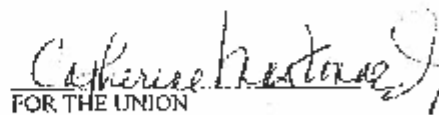
WHEREAS the parties are desirous of amending and clarifying the *Diapering/Toileting* language in Article V, WORKING CONDITIONS, K, Diapering/Toileting of the CBA effective with the 2023 - 2024 school year.

NOW THEREFORE, the parties agree:

1. To delete the existing language in Article V, WORKING CONDITIONS, K, Diapering/Toileting of the CBA in its entirety and insert the language per Attachment A, hereto.
2. This MOA is effective July 1, 2023.
3. This MOA is subject to ratification by the School Committee.

By their signatures below the parties bind their respective organizations.

  
\_\_\_\_\_  
FOR THE SPRINGFIELD PUBLIC SCHOOLS

  
\_\_\_\_\_  
FOR THE UNION

6/23/23  
\_\_\_\_\_  
DATE

6/6/23  
\_\_\_\_\_  
DATE





## ATTACHMENT A

### K. Diapering/Toileting

The parties recognize that some students must be diapered/toileted, or toilet trained during the school day.

1. **Assignment** – Bargaining Unit Members diaper/toilet as follows:

- LPNs, Health Assistants, and Certified Nursing Assistants are required to diaper/toilet students, as needed.
- Paraeducators hired prior to April 16, 1998, have first preference to volunteer for all diapering/toileting assignments for up to three (3) students. If there are no other volunteers, the Paraeducator may volunteer for up to nine (9) students upon approval of the Principal.
- Paraeducators hired on or after April 16, 1998, may volunteer for any remaining diapering/toileting assignments for up to three (3) students. If there are no other volunteers, the Paraeducator may volunteer for up to nine (9) students upon approval of the Principal.
- Any diapering/toileting assignments remaining after all volunteers have been assigned will be assigned by the Principal, based on reverse seniority.
- An assignment that requires diapering/toileting of more than six nine children will need an additional Bargaining Unit Member to perform these services.
- In the event that the Paraeducator providing diapering/toileting services leaves the school in which they are providing those services, the assignment will be offered in order of most seniority to Paraeducators presently working in that school.

2. **Payment** – Bargaining Unit Members performing diapering/toileting services on a regular basis as part of their regular, volunteer or assigned duties will be paid as follows:

- Diaper/toilet **one to three (1 – 3)** students will be paid a monthly stipend of \$100.00 for up to ten months per regular school year to a yearly maximum of \$1,000.00.
- Diaper/toilet **four to six (4 – 6)** students a will be paid a monthly stipend of \$200.00 for up to ten months per regular school year to a yearly maximum of \$2,000.00.
- Diaper/toilet **seven to nine (7 – 9)** students will be paid a monthly stipend of \$300.00 for up to ten months per regular school year to a yearly maximum of \$3,000.00.
- If two Bargaining Unit Members are needed to diaper/toilet any student in a wheelchair that has to be lifted, then both Bargaining Unit Members will be paid the appropriate monthly stipend.
- In the event that the Principal assigns a Paraeducator to cover and provide diapering/toileting services on an emergency basis when the Paraprofessional who regularly provides these services is unavailable, that Paraeducator covering will be paid \$5.00 per day for diapering/toileting regardless of the number of students. The Principal has the discretion who to assign to cover these services.

1/16/23  
CAR

### 3. Additional Provisions

- The Springfield Public Schools agrees to provide training for Bargaining Unit Members assigned to these duties.
- Bargaining Unit Members with these duty assignments will be offered Hepatitis-B shots free of charge. Bargaining Unit Members will receive annual notification informing them of the Hepatitis-B shot schedule.
- Adequate areas, as well as supplies, to perform these services will be provided.
- Within the course of their employment, Bargaining Unit Members will continue to receive indemnification as provided by the City of Springfield.
- Under Education Reform, Principals have the responsibility of hiring.

GA  
6/6/23



**MEMORANDUM OF AGREEMENT**  
between  
**The Springfield School Committee**  
and  
**The Springfield Federation of Paraprofessionals**  
(Re: *Paraeducator in Training*)

June \_\_\_\_, 2023

The parties to this Memorandum of Agreement ("MOA") are the Springfield School Committee and the Springfield Federation of Paraprofessionals ("Union"). The parties to this MOA are also parties to a Collective Bargaining Agreement ("CBA") for the period of July 1, 2021 through June 30, 2024.

WHEREAS, during the 2022 - 2023 school year, the Springfield Public Schools ("SPS") hired *temporary classroom support staff* as part of a pilot program to assist with the new full-day Pre-School programs. As part of the pilot program *temporary classroom support staff* were encouraged to take the WorkKeys test and were provided by SPS with practical training in order to become highly qualified (HQ) paraeducators.

WHEREAS the parties are now desirous of expanding the use of *the temporary classroom support staff* for all grade levels and memorializing the former pilot program for the 2023-2024 school year.

NOW THEREFORE, the parties agree as follows:

1. The previously referred to "*Temporary Classroom Support Staff*" will hereinafter be known as "*Paraeducators in Training*." *Paraeducators in Training* will be a new category position in the bargaining unit effective July 1, 2023, for the 2023 - 2024 school year.
2. TEMPORARY POSITION: *Paraeducators in Training* are temporary in nature and a preparatory position to advance to that of a Paraeducator.
3. PROBATIONARY PERIOD: The Probationary Period for *Paraeducators in Training* shall be the same as the probationary period outlined and in accordance with the provisions of the CBA unless they continue in the position of *Paraeducator in Training* in accordance with numbered paragraph 3.b. below.
  - a. *Paraeducators in Training* shall: prepare for, take, and pass the WorkKeys test during their probationary period unless, they otherwise become HQ.
  - b. *Paraeducators in Training* who do not pass the WorkKeys test by the end of their probationary period or who do not become otherwise HQ will be subject to termination unless it is determined by the district that they made continuous progress toward obtaining HQ status and will remain in probationary period status as long as they continue to be a *Paraeducator in Training*.

*Call  
6/15/23*

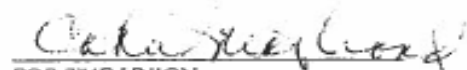


The provisions of this Section 3 shall not be subject to the grievance and/or arbitration provisions of the collective bargaining agreement.

4. **PARAEDUCATOR:** Once the *Paraeducator in Training* becomes HQ, they will become a Paraeducator and will begin a new 120-day probationary period beginning on the first day that the employee is formally in the role of paraeducator.
5. **HOURLY RATE:** For Fiscal Year 2024 the hourly rate for *Paraeducators in Training* shall be \$18.00.
6. **BENEFITS:** *Paraeducators in Training* will receive only those benefits that are required by law, if they meet the minimum requirements, such as but not limited to Health Insurance, etc. They will also receive three (3) emergency and disability leave days which if hired after the start of the school year will be pro rated.
7. *Paraeducators in Training* will be eligible to be substitutes as referenced in the CBA.
8. **WORKDAY AND WORK YEAR:** *Paraeducators in Training* will have the same length of workday and work year as Paraeducators.
9. **LUNCH/BREAK:** *Paraeducators in Training* will have the same duty-free lunch and break as Paraeducators as referenced in the CBA.
10. **BUS MONITORS:** *Paraeducators in Training* will be eligible to be Bus Monitors as referenced in the CBA.
11. **DIAPERING/TOILETING STIPEND:** Paraeducators in Training will be eligible for Diapering and Toileting stipend as referenced in the CBA.
12. This MOA is for FY' 2024 and will expire on June 30, 2024 on its own terms and without the necessity of any further action by the Parties. Any extension of the terms contained in this MOA would require agreement of all the Parties.
13. This MOA is non-precedent setting and does not establish a past practice.
14. This MOA is subject to ratification by the School Committee.

By their signatures below the parties bind their respective organizations.

  
FOR THE SPRINGFIELD PUBLIC SCHOOLS

  
FOR THE UNION

6/10/23

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the Springfield School Committee (hereinafter, the "Committee") and the Springfield Federation of Paraprofessionals, Local 4098, American Federation of Teachers, AFL-CIO (hereinafter the "Union") in order to memorialize certain agreements reached regarding an attendance and incentive program as will be more fully described herein.

**WHEREAS** the Parties to this Agreement are also parties to a collective bargaining agreement with a term of July 1, 2020 through June 30, 2021, followed by a three year contract duration for the period of July 1, 2021 through June 30, 2024; and

**WHEREAS** the COVID-19 Pandemic has negatively impacted attendance of employees of the Springfield Public Schools (hereinafter, the "District"); has negatively impacted recruitment efforts of the District; and has made it difficult for the District to remain fully staffed throughout its various job categories and classifications; and

**WHEREAS** the District has received certain funds from the United States government pursuant to the so-called Elementary and Secondary School Emergency Relief funding program (hereinafter, "ESSER"); and

**WHEREAS** the Mayor and the School Committee have determined that they intend to utilize certain of these funds in order to reward School District employees for regular attendance and to induce such employees to remain in the employ of the School District; and

**WHEREAS** the use of the ESSER funds for these purposes is expressly intended to address recruitment and retention challenges in light of the COVID-19 Pandemic; and

**NOW THEREFORE** the Parties have agreed to the following:

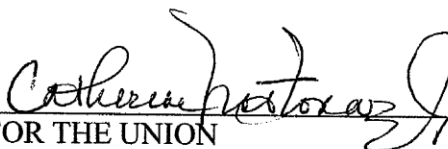
1. The Parties agree that pursuant to the terms of this Memorandum of Agreement, there shall be established an "Attendance and Retention Incentive Program" (hereinafter the "Incentive Program") which shall reward employee attendance; aid in recruitment efforts; and serve as an inducement to continued employment within the District for the period of time of July 1, 2021 through June 30, 2024.
2. In order to be eligible to receive a payment under the Incentive Program during each year included in the Incentive Program, an employee must remain employed as of the last day of the school year of the fiscal year for which the payment is made. Those employees who resign, retire, or are discharged prior to last day of school of the fiscal year, will not be eligible for an Incentive Program payment for that fiscal year.
3. The Incentive Program Payment for full-time employees shall be up to a maximum of Two Thousand Dollars (\$2,000.00) per employee for each of the three fiscal years included in the Incentive Program (i.e., FY'22; FY'23; and FY'24).



4. The amount of the Incentive Program Payment during each year of the Incentive Program shall be based upon the number of days worked by the eligible employee. A per diem value for the Incentive Program payment will be calculated by dividing \$2,000.00 by the total number of scheduled work days expected of an employee during the contemplated work year (hereinafter, the Incentive Program Per Diem”)
5. The Incentive Program Payment shall be the Incentive Program Per Diem multiplied by total days worked by the employee during the fiscal year for which payment is being made. Days spent out of work on approved COVID-19 Emergency Paid Sick Leave (completed paperwork must be submitted by the last day of school), and days missed due to religious holy days, and/or bereavement leave shall be considered as days worked for purposes of calculating the Incentive Program Payment. The Incentive Program Payment shall be pro-rated in the case of employees who begin working after the start of the fiscal year. The Incentive Program Payment shall also be pro-rated for part-time employees in the bargaining unit based upon their full-time equivalency percentage.
6. The Incentive Program Payment shall be paid as soon as practicable after the conclusion of the fiscal year to which it applies, allowing for adequate time to calculate such payments and to initiate payroll. Such payments will issue during the month of July following the fiscal year of the Incentive Program to which such payment applies.
7. The Parties agree that the award of this Incentive Program Payment shall be in accordance with this Memorandum of Agreement. However, the Parties agree that neither the Union, nor the bargaining unit members, may utilize the grievance procedure to appeal the amount of an Incentive Program Payment. To the extent that an employee or the Union believes there has been a mistake made in calculating the Incentive Program Payment, it may raise such issue with representatives of the District’s Business and Financial Services Office.
8. The terms of this Memorandum of Agreement shall apply to Fiscal Years 2022, 2023 and 2024. It shall expire on its own terms on June 30, 2024 and shall have no further applicability thereafter except as it relates to the payments due to employees for Fiscal Year 2024.

By their signatures below the parties acknowledge their agreement to the terms of this Memorandum of Agreement.

\_\_\_\_\_  
FOR THE SCHOOL COMMITTEE  
Dated:

  
FOR THE UNION  
Dated: 6/17/22







**A GOOD UNION MEMBER STRIVES TO:**

- Learn** about union rights and benefits
- Speak up** when the employer violates the contract
- Attend** union meetings, ask questions, and help shape union policies
- Stand up** for co-workers in disputes with management
- Help** with pickets, community outreach, and other activities that build union power

**Respect** fellow workers regardless of race, gender, age, national origin, religion, or sexual orientation

**Read** union publications and notices

**Support** political candidates who stand up for labor

**Heed the call** when sister unions ask for solidarity.

**Work safely**, do his or her share, and help others

For copies:  
[www.workrightspress.com](http://www.workrightspress.com)  
 1-800-576-4552

**WEINGARTEN RIGHTS**

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working condition, I respectfully request that my union representative or steward be present at the meeting. Without representation, I choose not to answer any questions."

**GUIDELINES for union representatives at MISCONDUCT INTERVIEWS**

**U**nder federal and state labor laws, when an employer interrogates a worker about suspected misconduct, the worker can request the assistance of any available union representative and can refuse to answer questions until the request is granted. These are known as "Weingarten Rights."

Your job at the interview is to 1) help the worker avoid making damaging statements; 2) serve as a witness in case the employer tries to distort the conversation; and 3) point out extenuating circumstances.

The Weingarten rules give representatives the following rights:

- **On request**, you must be told the subject matter of the interview, i.e., the type of misconduct being investigated
- **You must be allowed** to meet privately ("caucus") with the worker

- **In the caucus**, you can advise the worker on how to answer questions, including how to avoid dishonest answers or insubordinate conduct
- **During the interview**, you can object to intimidating or confusing questions
- **When the interview concludes**, you can make an argument on the worker's behalf, pointing out reasons why discipline would be inappropriate

Here are some possible arguments:

- The rule the worker is accused of violating has not been distributed
- The rule has not been enforced
- Other workers were given minimal discipline for comparable violations
- The worker suffers from a medical condition or has had a recent setback in her personal life
- Poor supervision contributed to the problem
- The worker should be afforded the right to confront her accuser
- The worker's record of service warrants leniency

Keep notes of the meeting and begin your own investigation as soon as possible.

**work rights press**

For copies: [www.workrightspress.com](http://www.workrightspress.com)  
 1-800-576-4552



## **Weingarten Rights**

In the 1975 case NLRB v. J. Weingarten Inc., the U.S. Supreme Court declared that unionized employees (in the private sector) have the right to have a building representative present during an investigatory meeting with management when the employee believes the meeting might lead to disciplinary action being taken against him/her. According to the court, these rights arise as a result of the proper functioning of the National Labor Relations Act (NLRA). The rights flow from NLRA §7's guarantee of the right of employees to act "in concert for mutual aid and protection." Denial of this right violates NLRA §8(a)(1). While this case applies to workers in the private sector, some public employees have similar rights, and the rules vary from state to state. The Massachusetts Department of Labor Relations has adopted the Weingarten rules for public employees covered by Massachusetts General Laws, Chapter 150E.

Weingarten rights apply during investigatory interviews when a supervisor questions an employee to obtain information that could be used as grounds for discipline. When an employee believes such a meeting may lead to discipline, he/she has the right to request union representation. These basic Weingarten rights stem from the Supreme Court's decision:

The employee must request representation before or during the meeting.

After an employee makes the request, the supervisor has these choices:

- grant the request and wait for the union representative's arrival;
- deny the request and end the meeting immediately; or
- give the employee the choice of either ending the meeting or continuing without representation.

If the supervisor denies the request and continues to ask questions, the employee has a right to refuse to answer. In addition, the supervisor is committing an unfair labor practice.

### **Employee Rights in "Weingarten" Meetings**

Beware that management is not obligated to inform employees of their Weingarten rights – employees must ask for them. Unlike Miranda rights – where police are required to tell a suspect of his/her right to an attorney, etc. – employees must ask for their Weingarten rights.

Some locals provide members with a wallet-sized card they can keep with them. If they find themselves in a meeting they believe may lead to discipline, they can read or hand the card to the supervisor.



## **Building Representative Rights in “Weingarten” Meetings**

- ✓ Ask to be informed of the purpose of the meeting.
- ✓ Meet with the employee before the supervisor begins questioning the employee.
- ✓ If necessary, request clarification of a question before the employee responds.
- ✓ Offer advice to the employee on how to answer a question.
- ✓ Provide additional information to the supervisor after the meeting is over.

If called into a “Weingarten” meeting, you should also:

- 1) take detailed notes on the questions asked and the answers given during the meeting;
- 2) help the employee remain calm during the meeting, and remind the employee to keep answers short and truthful and not volunteer additional information.

## **The Duty of Fair Representation**

When the union wins a representation election, it gains a special status – it is certified as the exclusive representative of all employees in the bargaining unit. The union has the authority to negotiate and administer the contract and address issues concerning the terms and conditions of employment.

With this status comes a responsibility known as the duty of fair representation. This duty is not found in a particular law or statute; rather, it is the result of several court decisions that were handed down through the years. Simply put, the union has the duty to fairly represent all employees in the bargaining unit, regardless of whether they are members, agency fee payers or non-members. The duty of fair representation is covered by Massachusetts General Laws, Chapter 150E.



As a Building representative you are always representing the union as a whole in your daily conversations and actions. In order to be an effective Building Representative, you must know the grievance procedure and the rights of workers in the contract and under applicable laws. In addition, the Building Representatives represents workers in informal problem-solving efforts and discussions with management.

## **Types of Grievances**

There are four types of grievances that the union building representative can initiate.

**Individual:** This is when a management violation of the contract affects only one employee. Example: If Mary Adams was not allowed to take her afternoon 15-minute break, which was called for in the contract, the union could file a grievance on her behalf.

**Group:** In some cases, a management violation of the contract affects more than one person. Example: If Mary Adams, Nick Brown, Patty Carson and Roger Davis were not allowed to take their afternoon 15-minute breaks, they could file a group grievance.

**Union:** Sometimes a contract or Memorandum of Understanding violation may affect the union as an institution. Example: If management failed to provide space for a union bulletin board required by the contract, a union grievance could be filed. Union grievances protect the right of the union to function as the certified employee representative. In some instances, management may violate the contract but employees may be unwilling or afraid to file a grievance. The building representative has the option of filing a union grievance on behalf of the affected bargaining unit members.

**Class Action:** A class action grievance is one that is filed on behalf of a "class" of affected employees. The class may be as broad as the entire bargaining unit, or it may be more narrow – e.g., a particular job classification, job title or shift or, for example, "all women in the bargaining unit." Example: If Office Assistant IIs were not given back pay after a reclassification of the position, a class action grievance could be filed for all employees with that job title.



## **GRIEVANCE PROCEDURE**

The prompt, informal and confidential adjustment and settlement of grievances is encouraged and therefore the following procedure to accomplish these purposes is hereby established.

### **A. Definitions**

1. A grievance is a claim by an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

2. As used in this Article, the term "employee" means (1) an individual employee, (2) a group of employees having the same grievance, or (3) the Federation.

### **B. General Provisions**

1. Members of the bargaining unit as defined in Article I of this Agreement shall not serve as employer representatives in any formal steps of the Grievance Procedure.

2. Any grievance as defined in A, above must be presented for disposition through the Grievance Procedure within **fifteen (15) days** of the occurrence of the grievance or the first knowledge of its occurrence, whichever is later.

3. Failure at any step of the Grievance Procedure to appeal within the specified time limits shall be considered acceptance by the employee of the decision rendered.

4. Failure at any step of the Grievance Procedure to communicate a decision within the specified time limits shall permit the employee to proceed to the next step.

5. Time limits at any step may be extended by mutual agreement.

6. All written communications, documents and records relating to any grievance will not become a part of the employee's personnel file.

7. Conferences with employees, necessary for processing grievances, shall be scheduled so that they do not interfere with the duties and responsibilities of the employee.

8. The Federation shall have the right to initiate a grievance at any appropriate step of the Grievance Procedure.

9. Whenever a grievance is presented at any step by the employee personally, the Federation representatives shall be given the opportunity to be present and state the views of the Federation.



## **C. Procedures**

### **STEP 1 - Informal Discussion**

An employee and Federation representative (if the employee so desires) shall first discuss the problem with the school official serving as the employees' immediate administrative superior. Such informal discussion shall be held within two (2) days of the request of the employee.

### **STEP 2 - Principal or Immediate Superior**

If the matter is not satisfactorily adjusted by an informal discussion, the employee may submit the grievance in writing to the principal or his immediate superior. The administrative superior shall meet with the employee within five (5) school days of receipt of the written complaint. At the conference, the employee may be represented by the appropriate Federation representative. The principal or immediate superior shall communicate the decision in writing with copies to the employee and the Federation within five (5) school days of the aforesaid conference.

### **STEP 3 - Superintendent of Schools**

If the grievance is not resolved at STEP 2, the employee may appeal from the decision at STEP 2 to the Superintendent of Schools within five (5) school days after the decision of the appropriate superior has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the decision at STEP 2.

The Superintendent of Schools or his designee shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Federation representative shall be given at least two (2) school days' notice of the conference and an opportunity to be heard.

Notice of the conference shall also be given to the administrators involved at STEP 2, who may be present at the conference and state their views.

The Superintendent shall communicate his decision in writing together with the supporting reasons, to the employee and the Federation within ten (10) school days after receiving the appeal.

The administrators present at the conference shall also receive a copy of any decision at this level



## **Past Practice**

In general, a past practice is not covered in the contract but, over time, has come to be accepted as an employment condition. To cite "past practice," these four elements must be present:

**A Clear and Consistent Course of Conduct:** The practice has to be normal activity. A "past practice" is not a vague activity or an occasional lapse in the usual way of doing business.

**Activity Over a Reasonable Duration:** The phrase "reasonable duration" is subjective and indefinite. Arbitrators decide – on a case-by-case basis – whether a practice has gone on "long enough" to be considered a condition of employment. One or two occurrences a year won't be considered consistent over a reasonable duration. However, the same activity repeated once a week for five years might be.

**Full Knowledge:** Both parties, management and the union, must know the practice exists. This does not have to be officially stated or recognized, but it does have to be verified.

**The Contract Is Silent or Ambiguous:** When the contract is silent on the activity, the practice may be considered to be an implied term of the contract if all of the above elements are present. Where contract language is vague or ambiguous, it is implied the two parties intended the activity to be covered by the contract. Arbitrators look to the past practice to determine the intent of the contract. In addition, the union must demonstrate that harm was done to affected employees by management's changing the practice.



## Asking the Right Questions-The 5 W's

Start by asking the same basic questions – known as the “5 Ws” – to each person you talk to.

- ❖ **Who** was involved? Names of people involved in event, including witnesses.
- ❖ **What** happened? Description of the event.
- ❖ **Where** did it happen? Location of the event.
- ❖ **When** did it happen? Date and time the event occurred.
- ❖ **Why** is this a grievance? Contract sections being violated.

Use the “Grievance Fact Sheet” to make sure each of these questions is asked and answered.

### ***Remember***

- Listen carefully to what each person has to say.
- Take notes during or after each conversation. Review these notes to make sure the information is accurate and complete.
- Follow up to verify information; fill in gaps and clear up discrepancies.

SPRINGFIELD FEDERATION OF PARAPROFESSIONALS, LOCAL 4098, AFT, AFL-CIO

**Grievance Fact Sheet**

This form is to be used by the Building Representative to aid in investigating a grievance. The FACT SHEET outlines the information that will be necessary to develop a strong case. Use additional pages to document all the details.

**DO NOT TURN THIS FORM INTO MANAGEMENT. THIS INFORMATION IS FOR THE UNION'S USE ONLY.**

GRIEVANT \_\_\_\_\_

SCHOOL LOCATION \_\_\_\_\_

JOB TITLE \_\_\_\_\_ DATE OF HIRE \_\_\_\_\_

**What Happened?** Also describe incidents which gave rise to the grievance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Who was involved?** Give names and titles (include witnesses) \_\_\_\_\_

\_\_\_\_\_

**When did it occur?** Give day, time, date(s) \_\_\_\_\_

\_\_\_\_\_

**Where did it occur?** Specific locations \_\_\_\_\_

\_\_\_\_\_

**Why is this a grievance?** What is management violating: contract, rules and regulations, unfair treatment, existing policy, past practice, local, state, federal laws, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**What adjustment is required?** What must management do to correct the problem?

\_\_\_\_\_  
\_\_\_\_\_

**Additional comments:** Use reverse side if needed \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

GRIEVANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

GRIEVANT'S HOME ADDRESS \_\_\_\_\_

GRIEVANT'S PHONE NUMBER \_\_\_\_\_

BUILDING REPRESENTATIVE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

BUILDING REPRESENTATIVE'S PHONE NUMBER \_\_\_\_\_

**NOTE: A COPY OF THIS FORM TO BE COMPLETED BY THE BUILDING REPRESENTATIVE INITIATING THE GRIEVANCE PROCEDURE AND TO BE TURNED IN TO: Catherine Mastronardi, President, c/o Central Office and Donna LaPierre, Grievance Committee Chairperson c/o Forest Park Middle School.**



## **What If There Is No Grievance?**

Not every employee issue is a legitimate grievance. After conducting a thorough investigation and consulting with other building representatives and local officers, you may conclude that management has not violated the contract, work rules, policies, past practice, etc., or done anything that falls within the definition of a grievance.

### **What to Do If It's Not a Grievance**

- ❖ Inform the worker of your conclusion in a face-to-face conversation.
- ❖ Provide the employee with the opportunity to explain why he/she thinks a grievance should be filed – based on the contract or work rules or other criteria for filing a grievance.
- ❖ Even in cases where it might not be appropriate or effective to file a grievance, it is likely that a problem still exists. Talk with other building representatives and employees to see if a broader problem exists.
- ❖ Hold an informal meeting with management and the affected employee(s) to see if a resolution is possible.
- ❖ Work with a group of members to develop an action plan to solve the problem outside of the grievance procedure





## Local 4098 Member of the Month



Do you know a member of our unit who goes above and beyond? Would you like to nominate that person for recognition within our local? We would like to acknowledge a single member of our unit on a monthly basis for their contributions to our members and our local. Please email **mastronardic@comcast.net** to nominate a member and tell us a little about why you think we should recognize them as the "Local 4098 Member of the Month".



**Springfield Federation  
of Paraprofessionals**  
*Making a Difference*

**ACTIVITY LOG**

Name

Position

School Location

School Year

Date

Activity



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