

**Springfield School Committee  
And  
Springfield Federation of Paraprofessionals Local 4098, AFT**

**Employer's first set of proposals**

**May 17, 2021**

1. Art. I.A delete "Assistant Teachers"
2. Art. V.A.1 replace "on the school bulletin boards, and a copy furnished to the Federation Representative in each building." with "electronically".
3. Art. V.A.3 delete and replace with "The names and school addresses of all members of the staff will be posted electronically."
4. Art. V.F.3b. replace "Nurses" with "LPN's and CNA's"
5. Art. V.K.2g add "CNA's" after "Health Assistants"
6. Art. V.M. replace "Section I" with "Section J"
7. Art. V.M.1.i add "One to One paraprofessionals"
8. Art. V.M.8 delete "twenty-four (24)" replace with "six (6)"
9. Art. V.N delete "120" replace with "180" in first sentence
10. Art. V.S add "The Employer reserves the right to issue uniforms to employees. Should the employer issue said uniforms all employees must wear same during work hours."
11. Art. V.U add "Employees shall not use personal cell phones (including texting) nor shall they access social media from any device during school hours, except to notify the School office or 911 in an emergency. Employees shall be permitted to use their personal cell phones during duty free lunch periods."
12. Art. VI. A delete
13. Art. VI. B second sentence delete "with a copy to the Federation in Boston."
14. Art. VI.C delete "Pilot" from section title. Delete first two sentences.
15. Art. VII.A.2 delete "more than" from first sentence
16. Art. VII.A.5 delete "home exigencies"
17. Art. VII.A.7.a add ", but not to exceed a value of \$100.00"
18. Art.VII.A.7.b add ",but not to exceed \$1,000."
19. Art. VII.A.10 add "Employees are eligible to utilize Disability and Emergency leave once they have completed 90 days of employment."
20. Art. VII.M add "The Union agrees to indemnify the School Committee and the Bank Committee members for any and all losses incurred as a result of a claim brought against the members of the Bank Committee, SPS, the City of Springfield or the School Committee for any decision made by the Bank Committee."
21. Art. VII.C delete (selective service exam leave)
22. Art. VIII.A.2 add "Paraprofessionals shall provide notice in writing to Human Resources 30 days before their anticipated date of return (either first day of Paraprofessional school year or first day of second semester).
23. Art. VIII.F add "The request for leave shall be copied to the Human Resources Department."
24. Art. VIII.G delete "1,000" and replace with "1,250"

25. Art. VII.I add after first sentence “In order to be eligible for this benefit a retiring employee must provide the Human Resources Department with sixty (60) days advance notice of their retirement.”
26. Art. VII.J add “Employees are not permitted to use Legal or Business Days on the day before or after a scheduled school holiday or vacation period; during the first or last weeks of school; or during state testing or on professional development days.”
27. Art. VII.M add at beginning of second paragraph “An employee who has completed 90 days in Unit D,”
28. Art. VIII.F change to read “All requests for leave under this Article shall be made through a person’s Principal or immediate supervisor to the Human Resources Department.”
29. Art. XI.C4th paragraph add “Total annual earnings added to base pay under this paragraph shall not exceed \$2,000.”
30. Art. XI.C add “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”
31. Art. XII.A.6 Delete
32. Art. XIII.B.3.a add “,but not to exceed \$100.00.”
33. Art. XIII.B.3.b add “,but not to exceed \$1,000.00.”
34. Art. XIV.A.3. d. and e. delete and replace with “The School Committee agenda and minutes will be posted on the School Department’s website.”
35. Art. XIV.A.6 delete and replace with “The School Committee agrees to post the collective bargaining agreement on its intranet.”
36. Art. XIV.B.5 add “When the parties enter into an agreement providing for the paid leave of absence of the Local President, then release time will not be provided for other employees under this section.”
37. Art. XVI.A.1 add “(alternatively the position may be posted on the School Department’s website).”
38. Art. XVI.B.1 add “(in the event that the School Department posts the position electronically, applications must be filed electronically).”
39. Art. XVIII add to end of article “Choice of Remedy: If, as a result of the written Employer response in Step 3., the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article XVIII or a procedure such as (if applicable): Civil Service, Veterans Preference, Fair Employment, MCAD, or a Court of Law. If appealed to any procedure other than Step 4 of Article XVIII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article XVIII. The aggrieved employee shall indicate in writing, directly or through the Union, which procedure is to be utilized – Step 4 of the Grievance Procedure or another appeal procedure, and shall sign, or cause a statement to be signed, to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 (arbitration) of this Article.”
40. Art. XIX.A add “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.”

41. Art. XIX.A 6<sup>th</sup> paragraph add “as a Unit D member” after “years of service”
42. Art. XIX.K add “The employer may elect to provide payroll advices to employees, on a voluntary basis, through email or through a website. The employer shall provide the Union with 30 days notice prior to making this change. All employees voluntarily opting for electronic payroll advices shall provide the Payroll Department with an email address to arrange for the transmission of this information.”
43. Art. XXII delete and replace with

1. No Employee covered by this agreement shall engage in, induce or encourage any strike, work-stoppage, slow-down or withholding of services by employees.

2. The Union agrees that neither it nor any of its officers or agents will directly or indirectly call, institute, authorize, participate in, finance, sanction or ratify any such strike, work-stoppage, slow-down or withholding of services. Should any employee or group of employees engage in, induce or encourage any strike, work-stoppage, slow-down or withholding of services, the Union shall forthwith discourage such strike, work-stoppage, slow-down or withholding of services, and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Employer, the Union shall immediately take all reasonable means to induce such employee or employees to terminate this strike, work-stoppage, slow-down, or withholding of services and return to work forthwith.

3. In consideration of the performance by the Union of its obligations under Section 2 of this Article, there shall be no liability on the part of the Union, nor of its officers or agents, for any damages resulting from the unauthorized breach of the agreements contained in this article by individual members of the Union.

4. Any employee or employees who engage in, induce or encourage any of the prohibited conduct described in this Section 2 Article, shall be subject to disciplinary action, including discharge, which disciplinary action shall be in the sole discretion of the Employer.

5. In the event the disciplinary action taken by the Employer, as proved in this Section, is made subject of the grievance procedure and arbitration as provided in Article XVIII, then only the matter to be determined by the arbitrator in such proceeding shall be solely the question of whether the subject employee or employees did, in fact, engage in the alleged prohibited conduct.

6. In the event that any employee or employees engage or participate in the prohibited conduct described in this Article, the Employer shall have the right to institute and pursue legal action to enjoin the continuance of said prohibited conduct, and the Union agrees that it will not oppose or interfere with such legal action by the Employer.

7. The Union agrees that such legal action, if initiated or pursued by the Employer, shall not constitute the exclusive remedies available to the Employer, nor shall such legal action be construed or deemed a waiver of such other rights or remedies as may be available to the Employer under the provisions of this Article or under the provision of law.

44. Art. XXIII Duration-the Employer reserves the right to make a proposal regarding duration at a later date.

45. Appendix A the Employer reserves the right to make a wage proposal at a later date.

46. Paraprofessional Calendar-update the dates consistent with the duration

47. Withdraw all pending unfair labor practice charges/cases and all pending grievances/arbitrations.

48. In all instances where “he” or “she” appears replace with “he/she”

49. In all instances where “her” or “him” appears replace with “him/her”