

Springfield Federation of Paraprofessionals

Proposals #1-5

3/4/24

1. ARTICLE I FEDERATION RECOGNITION AND DEFINITIONS

Amend Paragraph A to read as follows:

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 Paraeducators, **Paraeducators In Training**, 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)

2. ARTICLE V -WORKING CONDITIONS

Amend the first paragraph, the rest of the language for this section will remain the same.

D. Substitutes

Paraprofessionals working as a teacher of record shall receive the long-term sub rate and remain a Unit D member. Effective ~~October 5, 2017~~ August 26, 2024, the substitute rate for paraprofessionals working as short term subs shall be ~~\$8.50~~ \$12.50 per hour worked as a short term substitute. For example, Sshould a Paraprofessional work as a short term substitute for any part of a half hour they will be paid ~~\$4.25~~ \$6.25 (e.g. a Paraprofessional who works 1 hour and 7 minutes as a substitute will receive ~~\$12.75~~ \$18.75).

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F. Length of Work Day and Work Year

Add new Paragraphs 1d. and 1e to read as follows:

1d. Paraprofessionals will be paid their regular daily rate for all school days.

1e. Paraprofessionals, at the discretion of the Principal/Supervisor, may voluntarily take part in extended day and/or Open House and receive their regular hourly wage for that time.

K. Diapering/Toileting

Delete current Paragraph K and replace it with the following:

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 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.

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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~~ **\$200.00** for up to ten months per regular school year to a yearly maximum of ~~\$1,000.00~~ **\$2,000.00**.
- Diaper/toilet four to six (4 – 6) students a will be paid a monthly stipend of ~~\$200.00~~ **\$400.00** for up to ten months per regular school year to a yearly maximum of ~~\$2,000.00~~ **\$4,000.00**.
- Diaper/toilet seven to nine (7 – 9) students will be paid a monthly stipend of ~~\$300.00~~ **\$600.00** for up to ten months per regular school year to a yearly maximum of ~~\$3,000.00~~ **\$6,000.00**.
- 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~~ **\$10.00** per day for diapering/toileting regardless of the number of students. The Principal has the discretion who to assign to cover these services.

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.

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V. Paraeducators in Training

Add a new paragraph v to read as follows:

1. 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.

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 ~~2024-2025~~ the hourly rate for Paraeducators in Training shall be ~~\$18.00~~ **\$25.00**.
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, **will be eligible to earn incentive days in**

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accordance with ARTICLE VII LEAVES WITH PAY, N. Incentive Leave and holiday pay in accordance with ARTICLE VII LEAVES WITH PAY, K. Holidays.

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.

3. ARTICLE VII LEAVES WITH PAY

Amend the following paragraph, the rest of the language for this section will remain the same.

A. Disability and Emergency

1. Effective with the ~~2013-2014~~ **2024-2025** school year Paraprofessionals will be provided with ~~ten~~ **fifteen (15)** disability leave days at the commencement of the school year. Employees hired after the start of the school year will receive a pro rata share of the ~~ten~~ **fifteen (15)** disability leave days mentioned. In the event that a Paraprofessional uses four (4) or less disability leave days in a given year they will be provided with an additional five (5) disability leave days at the end of the school year. Employees hired after the start of the school year will be eligible to earn a pro rata share of the five (5) disability leave days mentioned. Bereavement leave, legal or business days, paraprofessional improvement day, graduation day, and jury duty leave will not count towards the four (4) days referenced above. The utilization of sick leave to subsidize worker's compensation indemnity payments also will not be counted against the four (4) days referenced above.

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I. Sick Leave Conversion Upon Retirement or Death (~~Effective July 1, 2012~~ July 1, 2024)

To amend the following paragraph, the rest of the language for this section will remain the same.

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~~ **\$40.00** 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.

K. Holidays

To amend the following paragraph to read as follows:

Salary shall be based on the work year as defined in Article V.G, plus the following fourteen ~~(14)~~ **15** paid holidays, namely; Labor Day, Columbus Day, Veterans Day, Thanksgiving ~~(2)~~ **(3)** 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, 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). **The first 3 emergency closure days of a given school year shall be paid.** When Juneteenth is observed on a date that falls during the school year, it shall be defined as a paid holiday.

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M. Sick Leave Bank

To amend the second paragraph, the rest of the language for this section will remain the same.

Subject to the provisions of this Article an employee who has completed 120 days in Unit D **and is on an approved medical leave**, may following a maximum of a ten (10) school day waiting period, be granted by the Bank Committee a maximum of thirty (30) school days per ~~school year~~ **12-month period** from the Bank. If days are granted, they shall cover retroactively the waiting period.

N. Incentive Leave

Bargaining unit members shall be allowed a maximum of 30 minutes (in accordance with timekeeping practices) per calendar month for tardiness or early dismissal and not be penalized with the loss of an attendance incentive day credit for that month. The total maximum of 30 minutes per calendar month for tardiness or early dismissal shall be limited to two instances per calendar month for tardiness or early dismissal. Should an employee have more than a total of 30 minutes for tardiness and/or early dismissal in a calendar month they shall lose their attendance incentive day credit for that month. This does not restrict the Employer's right to take disciplinary action for employees who are absent from work due to tardiness/early dismissal.

Bargaining unit members who are absent from work for a cancer screening pursuant to Art.VII.A.9 will not have these four (4) hours counted against their attendance for the purpose of accruing an attendance incentive credit for the month in which the cancer screening benefit was used.

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4. Article XIX Compensation

Add new Paragraphs K and L to read as follows:

K. Voluntary Equalization of Compensation

Employees may voluntarily agree to receive their annual base pay on a 22 or 26 pay period cycle. An employee must complete and submit their Equalized Compensation Form before the start of the school year or, if a new hire, before their first day of work.

L. Attendance and Retention Incentive Program

1. 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.
2. The Incentive Program Payment for full-time employees shall be up to a maximum of Two Thousand Dollars (\$2,000.00) per employee
3. 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")
4. 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 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.

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5. 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.

6. 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.

A. 1. Basic Salary Schedule

Amend both Article XIX Compensation and Appendix A the following changes:

Effective and retroactive to July 1, 2024 all members of the bargaining unit shall be paid according to the Salary Schedule set forth in Appendix A attached hereto and made part of this agreement.

	July 1, 2024-June 30, 2025		
	\$ 7 increase		
Para-educators In Training	\$25.00		
	\$ 7 increase	+ 15%	+ 30 %
	0-5 years	6-10 years	11+ years
Para-educators and Certified Nursing Assistants			
Highly Qualified/Associates or 60 Credits	\$25.73	\$29.59	\$33.45
Bachelors	\$26.77	\$30.78	\$34.80
Job Site Para-educators			
Highly Qualified/Associates or 60 Credits	\$29.71	\$34.17	\$38.63
Bachelors	\$30.29	\$34.84	\$39.38
LPNs, Health Assistants & Assistant Teachers			
Highly Qualified/Associates or 60 Credits	\$41.07	\$47.23	\$53.40
Bachelors	\$41.85	\$48.13	\$54.41
OTA and PTA			
	Move to LPN Scale including Bachelors		

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Apply the following increase to the salary schedule to all members of the bargaining unit on the dates indicated below:

Effective July 1, 2025: 3%

Effective July 1, 2026: 3%

Effective July 1, 2027: 3%

5. The parties shall mutually agree to provide the benefits of the paid family medical leave state program or equivalent.

To be discussed and negotiated.