

TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION
BETWEEN
PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES
(PARAPROFESSIONAL UNIT)
AND THE
PITTSFIELD SCHOOL COMMITTEE

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Pittsfield Federation of School Employees, Local 1315, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO, Paraprofessional Unit, (hereinafter, the “Federation”) and the Pittsfield School Committee (herein after the “District”).

WHEREAS, the Federation and the District entered into a collective bargaining agreement for the period August 29, 2014 through and including August 28, 2017; and

WHEREAS, the duly-authorized representatives of the Federation and the duly authorized representatives of the District have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Federation and the District have, subject to ratification by the membership of the Federation and the District, agreed to a successor agreement for the period of August 29, 2017, through and including August 28, 2018;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. ARTICLE I – RECOGNITION, JURISDICTION, AND DEFINITIONS

A. AMEND PARAGRAPH A TO READ AS FOLLOWS:¹

A. FEDERATION RECOGNITION

The Pittsfield School Committee recognizes the Pittsfield Federation of School Employees, Local 1315, AFT, AFT-Mass, AFL-CIO as the exclusive bargaining representative for all Paraprofessional employees, *including Registered Behavior Technicians (RBTs)*, for the bargaining on questions of wages, hours and other terms and conditions of employment.

B. AMEND PARAGRAPH D TO READ AS FOLLOWS:¹

D. NON-DISCRIMINATION. It is the policy of the Pittsfield Public Schools to abide by the letter and spirit of the laws of the Commonwealth and of the United States that guarantee the equal and unbiased treatment of all students, parents, and employees of the Pittsfield Public Schools. The General Laws cited in the policies generally require that no person be

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discriminated against in employment practices including, but not limited to, hiring, promotion, transfer, discharge, pay, fringe benefits, or access to educational programs and services on the basis of race, color, sex, religion, national origin, age, handicap, sexual orientation, union activity, *military/veteran status*, or gender activity.

2. ARTICLE V – COMPENSATION

AMEND PARAGRAPH M1 TO READ AS FOLLOWS:¹

M. EDUCATIONAL REIMBURSEMENT FUND

1. Effective August 29, 2007, the Committee shall establish an Educational Reimbursement Fund (“the Fund”) of Nine Thousand Dollars (\$9,000.00) per year to be made available to the bargaining unit. The Fund shall be used to defray some or all of the costs to members of the bargaining unit in taking and satisfactorily completing undergraduate or graduate coursework at an accredited junior or community college, four-year college, or university if that coursework has received the prior approval of the Superintendent of Schools or her/his designee. *Effective August 29, 2017, the Fund may be used to reimburse a Paraprofessional who has successfully completed the ParaPro or WorkKeys assessment to obtain “Highly Qualified” status pursuant to No Child Left Behind (NCLB).* The fund will be divided into three (3) equal parts:

FALL	\$3,000
WINTER	\$3,000
SPRING	\$3,000

3. ARTICLE VI – FRINGE BENEFITS

AMEND PARAGRAPH A1 TO READ AS FOLLOWS:¹

1. The Committee and the Union are parties to a Memorandum of Agreement, dated ~~March 13, 2015~~ *April 6, 2018* hereinafter “the Section 19 Agreement” which provides for health insurance benefits to be provided through the Massachusetts Interlocal Insurance Association/BlueCross BlueShield Massachusetts (MIIA/BCBSMA). Employees shall receive health insurance benefits in accordance with the Section 19 Agreement so long as said Agreement is in effect. The Section 19 Agreement is attached hereto, and incorporated herein by reference as Appendix C.

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4. ARTICLE VII – WORKING CONDITIONS

A. AMEND PARAGRAPH F3 TO READ AS FOLLOWS:¹

3. The required notice of termination of employment is thirty (30) days from receipt of written notice by the Superintendent of Schools if possible. *Absent circumstances beyond the control of the Employer, if a Paraprofessional position is being eliminated, the Director of Human Resources will notify the affected Employee in writing as soon as he/she becomes aware of the anticipated elimination of the position, and no later than thirty (30) days prior to the employee's last day of work, with a copy of said notification to the Federation President and Paraprofessional Unit Chairperson.*

B. AMEND PARAGRAPH I2 TO READ AS FOLLOWS:¹

2. Any Paraprofessional working more than four and one-half (4 1/2) hours per day will be given a duty free thirty (30) minute lunch ~~hour~~ *period*. *If the Committee offers in-house professional development at a building other than the one the Paraprofessionals are usually assigned, then the Paraprofessionals will receive a total of fifty (50) minutes to travel to the professional development location and eat their lunch. Any Paraprofessional not relieved of all duties during their scheduled lunch period shall receive pro-rata compensation for said lunch period at the applicable hourly rate of pay.*

C. AMEND PARAGRAPH N TO READ AS FOLLOWS:¹

N. PARAPROFESSIONAL EVALUATIONS

1. Each Paraprofessional shall be evaluated annually, following the procedures adopted by the parties and attached hereto as Appendix B.
2. *The Administration and the Union agree to form a Joint Labor Management Committee (JLMC) composed of up to four (4) representatives from the Federation selected by the Chapter Chairperson of the Paraprofessional Unit, and up to four (4) representatives of the Administration selected by the Superintendent. The purpose of the JLMC shall be to review, revise, and update the Paraprofessional Evaluation Procedure found in Appendix C. The JLMC shall begin its work no later than October 1, 2018 and will make its recommendations to the parties no later than June 30, 2019. The parties may by mutual agreement re-open this Agreement for the limited purpose of negotiating over the recommendations of the JLMC.*

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5. ARTICLE IX – LEAVES OF ABSENCE

A. AMEND PARAGRAPH C – BEREAVEMENT LEAVE TO READ AS FOLLOWS:¹

C. BEREAVEMENT LEAVE

1. In the event of a death of a member of the immediate family, ~~Paraprofessionals~~ ***an employee*** will be entitled to ***leave for*** five (5) consecutive work days ***without loss of pay***. ~~such days to begin with either the day of death or the day of the funeral at the Paraprofessional discretion.~~ Immediate family includes parents, spouse, life partner/companion, children, ***stepchildren***, mother-in-law, father-in-law, siblings and a person for whom the Paraprofessional worker has had the responsibility for making funeral arrangements.

2. ~~Paraprofessionals~~ ***An employee*** shall be entitled to ***leave for*** four (4) consecutive work days ***without loss of pay*** ~~to take effect from the day of~~ ***for the*** death or the day of the funeral at the Paraprofessional worker's discretion of a grandparent, grandchild, brother-***in-law***, and sister-in-law or someone living in the immediate household.

3. In the case of the death of a relative of the second degree, ~~the Paraprofessional~~ ***an employee*** shall be entitled to ***leave*** without loss of pay ~~to the~~ ***for one (1)*** day or part thereof necessary to attend the funeral. Relatives of the second degree include uncles, aunts, nephews, nieces, cousins and in-laws other than mentioned above.

4. ***Leave under this section may be taken immediately following the death or commensurate with the funeral and/or memorial service, at the discretion of the employee. An employee will normally be required to take leave granted under this section within ten (10) work days of the date of death, however an employee may request he/she be allowed to take his/her leave at some point in time beyond ten (10) work days to accommodate for travel, legal obligations, or religious reasons. Any request to take leave beyond ten (10) work days from the date of death shall be made in writing to the Superintendent or his/her designee, and must include the dates requested and the reason for the request. Such requests shall not be unreasonably denied.***

5. ***Permission to attend the funeral service of a member of the bargaining unit shall be granted to a representative group of employees on the death of an employee.***

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B. AMEND PARAGRAPH K – SICK LEAVE BANK TO READ AS FOLLOWS:¹

1) AMEND THE 2ND SENTENCE IN PARAGRAPH K2 TO READ AS FOLLOWS:¹

This agreement must be in written form (*an e-mail to the Director of Human Resources with a copy to the Chapter Chairperson is sufficient*).

2) AMEND PARAGRAPH K4I TO READ AS FOLLOWS:¹

i. Written medical evidence (*e.g., a note from the employee's medical provider*) submitted by the employee indicating the inability of the employee to perform his/her duties. The medical evidence must include the specific nature of the illness and/or injury, and the date the employee may be expected to return to work.

3) AMEND THE 2ND AND 3RD SENTENCES IN PARAGRAPH K7 TO READ AS FOLLOWS:¹

Application to the Sick Leave Bank Committee must be made *in writing* at least two (2) weeks prior to the expiration of accrued sick leave to expedite benefits (*an e-mail to the Director of Human Resources with a copy to the Chapter Chairperson is sufficient*). All applications must include certification ~~by a physician~~ *from the employee's medical provider*.

4) AMEND PARAGRAPH K10 TO ADD THE FOLLOWING AFTER THE LAST SENTENCE OF THE PARAGRAPH:¹

The Committee shall make available to the Federation upon request the current balance of the Sick Leave Bank, as well as a detailed list of all donations/assessments to and withdrawals from the Sick Leave Bank.

C. AMEND PARAGRAPH M - MATERNITY, PATERNITY, OR ADOPTION LEAVE TO READ AS FOLLOWS:¹

1) AMEND PARAGRAPH HEADER TO READ:¹

M. ~~PARENTAL MATERNITY, PATERNITY, OR ADOPTION LEAVE~~

2) AMEND THE 1ST SENTENCE IN THE PARAGRAPH TO READ AS FOLLOWS:¹

The Pittsfield Public Schools will grant unpaid leave in accordance with the requirements of M.G.L. c. 149, § 105D (i.e., the Massachusetts ~~Maternity~~ *Parental* Leave Act). Application for such leave, accompanied by a physician's certificate, stating the expected date of delivery should be made at least thirty (30) days prior to the date of the commencement of the leave.

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D. AMEND ARTICLE IX TO ADD A NEW PARAGRAPH O TO READ AS FOLLOWS:¹

O. DOMESTIC VIOLENCE LEAVE ACT (DVLA). An employee who meets the statutory requirements to qualify for leave under the Domestic Violence Leave Act (DVLA) is eligible for unpaid leave for the purposes allowed under said laws upon verification that the leave qualifies under the laws. Accumulated paid leave may only be substituted if the reason for the leave would have normally qualified for paid leave.

6. ARTICLE X – FEDERATION RIGHTS AND RESPONSIBILITIES

AMEND PARAGRAPH B – INFORMATION TO READ AS FOLLOWS:¹

B. INFORMATION

~~1. The Committee and the Union each agree to make such information available to the other party after a reasonable request for same as is required by General Laws, Chapter 150E.~~

~~2. The Federation representatives who meet with the Superintendent of Schools during the school year shall submit items for the agenda which apply to Paraprofessional personnel.~~

7. AMEND ARTICLE XVII – DURATION TO READ AS FOLLOWS:¹

ARTICLE XVII
DURATION

This Agreement and each of its provisions shall be in effect as of August 29, ~~2014~~ **2017**, and shall continue in full force and effect until August 28, ~~2017~~ **2018** at midnight.

8. WAGES

A. EFFECTIVE AT 12:00 AM ON MAY 6, 2018 INCREASE ALL HOURLY PAY RATES IN APPENDIX A BY ONE AND ONE-QUARTER PERCENT (1.25%).

B. AMEND APPENDIX A – SALARY SCHEDULE TO READ AS FOLLOWS:

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**APPENDIX A
SALARY SCHEDULE**

2017-2018	1.25%			
STEP	Base	Associate's Degree	Bachelor's Degree	Bachelor's Degree/DESE Teaching License
0	\$11.14	\$12.39	\$13.64	\$14.31
1	\$11.56	\$12.81	\$14.06	\$14.73
2	\$12.05	\$13.30	\$14.55	\$15.22
3	\$12.99	\$14.24	\$15.49	\$16.16
4	\$13.56	\$14.81	\$16.06	\$16.73
5	\$14.22	\$15.47	\$16.72	\$17.39
6	\$15.41	\$16.66	\$17.91	\$18.58
10	\$15.75	\$17.00	\$18.25	\$18.92
15	\$15.90	\$17.15	\$18.40	\$19.07
20	\$16.05	\$17.30	\$18.55	\$19.22
25	\$16.40	\$17.65	\$18.90	\$19.57

NOTES:

1. EFFECTIVE AUGUST 29, 2016 THE FOLLOWING COLUMNS WERE ADDED TO APPENDIX A:
 - A. ASSOCIATE'S DEGREE AT \$1.25 ABOVE THE BASE RATE.
 - B. BACHELOR'S DEGREE AT \$2.50 ABOVE THE BASE RATE.
 - C. BACHELOR'S DEGREE/DESE TEACHING LICENSE AT \$3.17 ABOVE THE BASE RATE.

2. ANY EMPLOYEE WHO HAS COMPLETED THE REQUIRED YEARS OF CREDITABLE SERVICE SHALL ADVANCE TO THE APPROPRIATE STEP ON THE SALARY SCHEDULE, AND UNDER THE APPROPRIATE SALARY COLUMN.

9. AMEND APPENDIX C AS FOLLOWS:

- A. DELETE THE CURRENT APPENDIX C, GROUP INSURANCE – MEMORANDUM OF AGREEMENT.**
- B. ADD A NEW APPENDIX C, MEMORANDUM OF AGREEMENT – HEALTH INSURANCE, TO INCLUDE THE SECTION 19 AGREEMENT BETWEEN THE CITY OF PITTSFIELD AND THE PUBLIC EMPLOYEE COMMITTEE, DATED APRIL 6, 2018.**

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This Memorandum of Agreement is subject to ratification by the Federation and the District. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this 25th day of April 2018.

**PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES
LOCAL 1315, AFT, AFT MASSACHUSETTS, AFL-CIO
(PARAPROFESSIONAL UNIT)**

PITTSFIELD SCHOOL COMMITTEE

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