

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, 2018 through and including August 28, 2021; 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, 2021, through and including August 28, 2022;

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

1. ARTICLE I - RECOGNITION, JURISDICTION AND DEFINITIONS

AMEND THE 2ND SENTENCE IN PARAGRAPH D TO READ:¹

The General Laws cited in the policies generally require that no person be 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, ***pregnancy or pregnancy related medical conditions***, sexual orientation, union activity, military/veteran status or gender identity.

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2. ARTICLE V - COMPENSATION

A. AMEND PARAGRAPH B2 – HOLIDAYS TO READ: ¹

2. HOLIDAYS. The following holidays shall be allowed with pay: Labor Day if the school calendar commences before Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Christmas Day; New Year's Day; Martin Luther King Day; Good Friday; ~~and~~ Memorial Day, *and Juneteenth*. In the event that either Patriots' Day or Presidents' Day, or both, falls in a week that is not a week of school vacation, then the holiday that falls in that school week shall be a paid holiday. *Payment for the Juneteenth holiday shall be made only when the holiday falls during an employee's regular work year.*

B. AMEND PARAGRAPH L1 – LANGUAGE FLUENCY TO READ: ¹

1. LANGUAGE FLUENCY. *Effective upon ratification of the 2021-2022 collective bargaining agreement* a Paraprofessional who can demonstrate fluency in *Braille, American Sign Language, or* a language other than English shall be entitled to payment of a stipend of *One Thousand Five Hundred Dollars (\$1500.00)* per year.

C. AMEND PARAGRAPH L2A – AMOUNT OF STIPEND TO READ: ¹

a. AMOUNT OF STIPEND: *Effective upon ratification of the 2021-2022 collective bargaining agreement* a Paraprofessional assigned as specified in subsection 2.c., below, shall receive, in addition to the compensation which she/he is entitled to under Article V of this Agreement, a monthly stipend of ~~One Two Hundred and Twenty Dollars (\$120.00)~~ *(\$200.00)*, for a total of not more than ~~One Two Thousand and Two Hundred Dollars (\$1,200.00)~~ *(\$2000.00)* for the school year. ~~For the 2008-09 school year, the monthly stipend shall be One Hundred and Twenty Five Dollars and Forty Cents (\$125.40), for a total of not more than One Thousand Two Hundred and Fifty Four Dollars (\$1,254.00) for the school year.~~

3. ARTICLE VII – WORKING CONDITIONS

A. AMEND PARAGRAPH C3 TO READ:

3. *Effective August 29, 2021, and for FY2022, the 2021-2022 school year, retroactive to that date,* a Paraprofessional who substitutes for a teacher for an entire school day will earn ~~\$40.00~~ *\$75.00* in addition to her/his Paraprofessional per diem rate for that day. A Paraprofessional who substitutes for a teacher for half a school day will earn ~~\$20.00~~ *\$37.50* ~~of~~ *in addition to* her/his Paraprofessional per diem rate for that day. Incidental class coverage or supervision for not more than one instructional period or its equivalent will not entitle a Paraprofessional to additional compensation for substitute teaching; but coverage or supervision of a class in a teacher's absence for more than one period but less than half a day will entitle a Paraprofessional to additional compensation of ~~\$15.00~~ *\$30.00* for substitute teaching; and coverage or supervision of a class in a teacher's absence for more than a half day but less than a full day will entitle a Paraprofessional to

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additional compensation of ~~\$30.00~~ ***\$45.00*** for substitute teaching. Except as provided in the second sentence of this subsection, or except in an emergency, no Paraprofessional will be used as a substitute teacher unless a good faith effort has first been made administratively to secure a substitute teacher from those known administratively to be available for such service. A Paraprofessional who is regularly assigned to a special education classroom may be used as a substitute teacher in that classroom when the Director of Special Education or the building principal determines that it is in the best interests of the students in the class to do so. ***Retroactive pay shall be paid to eligible employees as soon as possible upon ratification of the 2021-2022 collective bargaining agreement. To be eligible for retroactive pay an employee must have worked during and through the end of the 2021-2022 school year or retired during or after the 2021-2022 school year.***

B. AMEND PARAGRAPH G3 TO READ:

3. The work year for Paraprofessionals shall be the instructional year (q.v.) plus not more than three additional *workdays*. ***Paraprofessionals will be paid for the three (3) Professional Development days at the beginning of the 2022-2023 school year. Pittsfield may, but is not required to, offer up to three (3) Professional Development days in subsequent years.*** The Federation shall be notified in writing by the Superintendent or her/his designee not later than the Monday immediately preceding Labor Day of the number of days in excess of the instructional year that Paraprofessionals shall be obliged to work.

C. AMEND PARAGRAPH N – PARAPROFESSIONAL EVALUATIONS TO ADD A NEW SUB-PARAGRAPH 3 TO READ:

3. ***JLMC on Evaluations: The parties shall form a Joint Labor Management Committee (JLMC) to address issues of employee evaluations. This JLMC shall consist of the Federation President, a representative from AFT Massachusetts, one (1) representative from each bargaining unit appointed by the Federation President, the Superintendent or his/her designee, and an equal number of representatives from the administration appointed by the Superintendent. Committee to start work no later than October 15, 2022, with the goal of making recommendations to the Federation and the School Committee no later than April 15, 2023. The parties may mutually agree to re-open this agreement to negotiate over implementation of changes recommended by the Study Committee.***

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D. AMEND ARTICLE TO ADD A NEW PARAGRAPH S – SAFETY COMMITTEE TO READ:

S. Safety Committee: The parties shall develop and maintain a Safety Committee to address issues of employee and student safety. The Safety Committee shall consist of the Federation President, the Superintendent or designee, one (1) representative from each bargaining unit appointed by the Federation President, and an equal number of representatives from management appointed by the Superintendent. Bargaining unit members will submit safety related issues to the Safety Committee through the Federation President. Said Safety Committee will meet up to four (4) times per school year.

4. ARTICLE IX – LEAVES OF ABSENCE

AMEND PARAGRAPH B – PERSONAL DAYS TO READ:

B. PERSONAL DAYS LEAVE

1. Two (2) additional days of paid leave may be used annually for personal hardship or necessity or for religious reasons where the tenets of one's religion require that the employee not perform any work on a given scheduled workday. Such days shall be prearranged and approved by the Principal or Program Administrator and the Director of Human Resources. Any employee seeking said benefits shall submit a written request on an approved form specifying the reason for request. ***Employees must submit a written request to use a day of Personal Leave at least forty-eight (48) hours in advance of the requested time off.***

2. Personal Days Leave will not be cumulative from year to year.

5. ARTICLE X – FEDERATION RIGHTS AND RESPONSIBILITIES

DELETE THE CURRENT PARAGRAPH H – AGENCY SERVICE FEE AND REPLACE IT WITH THE FOLLOWING:¹

H. Access/Information. The Employer agrees to provide the Federation with access to and information about members of the bargaining unit in accordance with Chapter 73 of the Acts of 2019.

6. ARTICLE XVII – DURATION IS AMENDED TO READ AS FOLLOWS:¹

ARTICLE XVII

Duration

This Agreement and each of its provisions shall be in effect as of August 29, ~~2018~~ **2021**, and shall continue in full force and effect until August 28, ~~2021~~ **2022** at midnight.

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7. HOUSEKEEPING

GENDER NEUTRAL PRONOUNS: CHANGE ALL REFERENCE TO “HE” OR “SHE” IN THE COLLECTIVE BARGAINING AGREEMENT TO READ “HE/SHE. CHANGE ALL REFERENCE TO “HIM” OR “HER” IN THE COLLECTIVE BARGAINING AGREEMENT TO READ “HIM/HER”. CHANGE ALL REFERENCE TO “HIS” OR “HERS” IN THE COLLECTIVE BARGAINING AGREEMENT TO READ “HIS/HERS”. CHANGE ALL REFERENCE TO “THEM”, “THEY”, AND “THEIR” TO READ “THEM/THEY/THEIR”.

8. WAGES

EFFECTIVE AUGUST 29, 2021 DELETE THE CURRENT APPENDIX A - BASIC SALARY SCHEDULE AND REPLACE IT WITH THE FOLLOWING:

2021-2022				
8/29/2021				
STEP	BASE	HIGHLY QUALIFIED	ASSOCIATES DEGREE	BACHELORS DEGREE
1	\$16.00	\$17.00	\$18.00	\$19.00
2	\$16.45	\$17.45	\$18.45	\$19.45
3	\$16.90	\$17.90	\$18.90	\$19.90
4	\$17.35	\$18.35	\$19.35	\$20.35
5	\$17.80	\$18.80	\$19.80	\$20.80
6	\$18.25	\$19.25	\$20.25	\$21.25
7	\$18.70	\$19.70	\$20.70	\$21.70
8	\$19.15	\$20.15	\$21.15	\$22.15
9	\$19.60	\$20.60	\$21.60	\$22.60
10	\$20.05	\$21.05	\$22.05	\$23.05

NOTES:

1. The hourly rates listed in Appendix A – Basic Salary Schedule above are effective and retroactive to August 29, 2021, and for all hours worked or any portion thereof. Retroactive pay shall be paid to all employees as soon as possible upon ratification of the 2021-2022 collective bargaining agreement. To be eligible for retroactive pay an employee must have worked during and through the end of the 2021-2022 school year or retired during or after the 2021-2022 school year.
2. Effective with the ratification of the 2021-2022 collective bargaining agreement and retroactive to August 29, 2021, the following columns on the Basic Salary Schedule are added/deleted/modified:
 - a. Highly Qualified Column added at \$1.00 above the Base Rate.
 - b. Associates Degree Column increased to \$2.00 above the Base Rate.
 - c. Bachelors Degree – Teacher License column removed.
 - d. Bachelors Degree Column increased to \$3.00 above the Base Rate.

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3. Effective with the ratification of the 2021-2022 collective bargaining agreement any member of the bargaining unit who produces documentation satisfactory to the employer showing that he/she is Highly Qualified having completed at least two (2) years of post-secondary education equivalent to forty-eight (48) credit hours from an accredited college or university, or having successfully completed one of the formal Massachusetts endorsed Assessments (ParaPro, WorkKeys, or a successor assessment) shall advance to the appropriate column on the Salary Schedule at his/her current Step and be paid at the new hourly rate going forward for all hours worked or any portion thereof. Advancement on the Salary Schedule shall occur no later than the first payroll cycle after an employee produces required documentation to the employer. Payment of the Highly Qualified rate shall be retroactive to August 29, 2021, or the date the employee obtained Highly Qualified status, whichever is later. Eligible employees shall have until October 15, 2022 to submit documentation to the employer.
4. Effective with the ratification of the 2021-2022 collective bargaining agreement, any member of the bargaining unit who produces documentation satisfactory to the employer showing completion/award of an Associates (2-Year) Degree or a Bachelors (4-Year) Degree from an accredited college or university shall advance to the appropriate column on the Salary Schedule at his/her current Step and be paid at the new hourly rate going forward for all hours worked or any portion thereof. Advancement on the Salary Schedule shall occur no later than the first payroll cycle after an employee produces required documentation to the employer. Payment of the Associates/Bachelors Degree rate shall be retroactive to August 29, 2021, or the date the employee was awarded his/her degree, whichever is later. Eligible employees shall have until October 15, 2022 to submit documentation to the employer.
5. Upon ratification of the 2021-2022 collective bargaining agreement all members of the bargaining unit employed by the District during (FY2022), the 2021-2022 school year, will be placed on the 2021-2022 Basic Salary Schedule according to the migration schedule below and paid at their new hourly rate going forward and for all hours worked or any portion thereof retroactive to August 29, 2021, or their date of hire (whichever is later):

2020-2021	2021-2022
STEP	STEP
0 - 5	1
6	3
10	4
15	5
20	6
25	7

6. Upon employment in the Pittsfield Public Schools, a member of the bargaining unit shall be placed on the Salary Schedule at the Step appropriate for his/her creditable years of experience, under the appropriate salary column, however, a newly hired member of the bargaining unit may not be placed higher than Step 4.

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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 14TH day of September 2022.

PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES
LOCAL 1315, AFT, AFT MASSACHUSETTS, AFL-CIO
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2021-2022

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