

PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES

Paraprofessional Unit

GUIDE TO UNDERSTANDING THE PARAPROFESSIONAL SETTLEMENT AGREEMENT

9/11/2023

Why is there a Settlement Agreement?

During the 2022-2023 School Year the Pittsfield Public Schools (PPS) sub-contracted with a Staffing Agency to provide Paraprofessional services. The PPS did not notify the Union and provide us with the opportunity to bargain over their decision to sub-contract our (bargaining unit) work. This is a violation of Massachusetts state law. The Union filed a Prohibited Practice (Unfair Labor Practice) charge with the Massachusetts Division of Labor Relations (DLR), aka the Labor Board, to address the violation. [As part of this process the Union requested information from the PPS and we learned that they were in fact paying the staffing agency \\$50.00/hour for each of the contracted employees, an hourly rate that is double what a Paraprofessional working for the PPS is paid. We also learned that the staffing agency was paying their contracted employees between \\$23/hour and \\$27/hour and pocketing the difference.](#)

In our complaint to the DLR the Union demanded that the PPS cease the practice of sub-contacting our (bargaining unit) work and make us whole in every way.

Why do we have to vote to accept/reject the Settlement Agreement?

The proposed Settlement Agreement that you will vote to accept, or reject is a result of the DLR process reached through mediation. In the Settlement Agreement the PPS does agree to cease the practice of sub-contracting our (bargaining unit) work. In addition, the proposed agreement changes the current language in the Paraprofessional Unit contract, including but not limited to hourly rates of pay in Appendix A – Basic Salary Schedule. As a result, the members of the Paraprofessional Unit must vote to either accept or reject these changes.

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2023-2024					2023-2024				
Current Hourly Rates of Pay (No Stipend) Effective 8/29/2023					Current Hourly Rates of Pay (Plus \$2000 Annual Stipend/Paid @ \$200/Month) Effective 8/29/2023				
STEP	HOURLY RATE	HIGHLY QUALIFIED	ASSOCIATES DEGREE	BACHELORS DEGREE	STEP	HOURLY RATE	HIGHLY QUALIFIED	ASSOCIATES DEGREE	BACHELORS DEGREE
1	\$17.00	\$18.00	\$19.00	\$20.00	1	\$17.00	\$18.00	\$19.00	\$20.00
2	\$17.45	\$18.45	\$19.45	\$20.45	2	\$17.45	\$18.45	\$19.45	\$20.45
3	\$17.90	\$18.90	\$19.90	\$20.90	3	\$17.90	\$18.90	\$19.90	\$20.90
4	\$18.35	\$19.35	\$20.35	\$21.35	4	\$18.35	\$19.35	\$20.35	\$21.35
5	\$18.80	\$19.80	\$20.80	\$21.80	5	\$18.80	\$19.80	\$20.80	\$21.80
6	\$19.25	\$20.25	\$21.25	\$22.25	6	\$19.25	\$20.25	\$21.25	\$22.25
7	\$19.70	\$20.70	\$21.70	\$22.70	7	\$19.70	\$20.70	\$21.70	\$22.70
8	\$20.15	\$21.15	\$22.15	\$23.15	8	\$20.15	\$21.15	\$22.15	\$23.15
9	\$20.60	\$21.60	\$22.60	\$23.60	9	\$20.60	\$21.60	\$22.60	\$23.60
10	\$21.05	\$22.05	\$23.05	\$24.05	10	\$21.05	\$22.05	\$23.05	\$24.05
2023-2024					2023-2024				
Settlement: Revised Hourly Rates of Pay +\$1.75/Hour (No Stipend) Effective and Retroactive to 8/28/2023					Settlement: Revised Hourly Rates of Pay +\$3.25/Hour (\$2000 Annual Stipend Eliminated) Effective and Retroactive to 8/28/2023				
STEP	HOURLY RATE	HIGHLY QUALIFIED	ASSOCIATES DEGREE	BACHELORS DEGREE	STEP	HOURLY RATE	HIGHLY QUALIFIED	ASSOCIATES DEGREE	BACHELORS DEGREE
1	\$18.75	\$19.75	\$20.75	\$21.75	1	\$20.25	\$21.25	\$22.25	\$23.25
2	\$19.20	\$20.20	\$21.20	\$22.20	2	\$20.70	\$21.70	\$22.70	\$23.70
3	\$19.65	\$20.65	\$21.65	\$22.65	3	\$21.15	\$22.15	\$23.15	\$24.15
4	\$20.10	\$21.10	\$22.10	\$23.10	4	\$21.60	\$22.60	\$23.60	\$24.60
5	\$20.55	\$21.55	\$22.55	\$23.55	5	\$22.05	\$23.05	\$24.05	\$25.05
6	\$21.00	\$22.00	\$23.00	\$24.00	6	\$22.50	\$23.50	\$24.50	\$25.50
7	\$21.45	\$22.45	\$23.45	\$24.45	7	\$22.95	\$23.95	\$24.95	\$25.95
8	\$21.90	\$22.90	\$23.90	\$24.90	8	\$23.40	\$24.40	\$25.40	\$26.40
9	\$22.35	\$23.35	\$24.35	\$25.35	9	\$23.85	\$24.85	\$25.85	\$26.85
10	\$22.80	\$23.80	\$24.80	\$25.80	10	\$24.30	\$25.30	\$26.30	\$27.30
2024-2025					2024-2025				
Settlement: Revised Hourly Rates of Pay +\$0.75/Hour (No Stipend) Effective 8/28/2024					Settlement: Revised Hourly Rates of Pay +\$0.75/Hour (\$2000 Annual Stipend Eliminated) Effective 8/28/2024				
STEP	HOURLY RATE	HIGHLY QUALIFIED	ASSOCIATES DEGREE	BACHELORS DEGREE	STEP	HOURLY RATE	HIGHLY QUALIFIED	ASSOCIATES DEGREE	BACHELORS DEGREE
1	\$19.50	\$20.50	\$21.50	\$22.50	1	\$21.00	\$22.00	\$23.00	\$24.00
2	\$19.95	\$20.95	\$21.95	\$22.95	2	\$21.45	\$22.45	\$23.45	\$24.45
3	\$20.40	\$21.40	\$22.40	\$23.40	3	\$21.90	\$22.90	\$23.90	\$24.90
4	\$20.85	\$21.85	\$22.85	\$23.85	4	\$22.35	\$23.35	\$24.35	\$25.35
5	\$21.30	\$22.30	\$23.30	\$24.30	5	\$22.80	\$23.80	\$24.80	\$25.80
6	\$21.75	\$22.75	\$23.75	\$24.75	6	\$23.25	\$24.25	\$25.25	\$26.25
7	\$22.20	\$23.20	\$24.20	\$25.20	7	\$23.70	\$24.70	\$25.70	\$26.70
8	\$22.65	\$23.65	\$24.65	\$25.65	8	\$24.15	\$25.15	\$26.15	\$27.15
9	\$23.10	\$24.10	\$25.10	\$26.10	9	\$24.60	\$25.60	\$26.60	\$27.60
10	\$23.55	\$24.55	\$25.55	\$26.55	10	\$25.05	\$26.05	\$27.05	\$28.05

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1) The current language in the Paraprofessional contract provides:

- a. Paraprofessionals be paid the hourly rates listed above effective 8/29/2023.
- b. In addition, some Paraprofessionals are paid a \$2000 Annual Stipend (\$200/month) as additional compensation for certain educational assignments (working with certain student populations) pursuant to Article V, Paragraph L2 of the contract.
[2023-2024 School Year]
- c. The hourly rates above will increase by an additional \$0.50/hour on 8/29/2024.
[2024-2025 School Year]

2) The proposed settlement would do the following:

- a. Effective and retroactive to 8/28/2023 the hourly rates paid to all Paraprofessionals who DO NOT CURRENTLY receive the \$2000 Annual Stipend would increase by \$1.75/hour.
[2023-2024 School Year]
- b. Effective and retroactive to 8/28/2023 the hourly rates paid to all Paraprofessionals who CURRENTLY receive the \$2000 Annual Stipend would increase by \$3.25/hour.
[2023-2024 School Year]
- c. Effective 8/28/2023 payments of the \$2000 Annual Stipend pursuant to Article V, Paragraph L2 would cease forever.
- d. Effective 8/28/2024 all hourly rates would be increased by \$0.75/hour.
[2024-2025 School Year]

3) Examples:

- a. A Paraprofessional on Step 1 who DOES NOT CURRENTLY receive the \$2000 Annual Stipend is paid \$17.00/hour. If the proposed Settlement Agreement is approved his/her hourly rate of pay would increase to \$18.75 effective and retroactive to 8/28/2023. [2023-2024 School Year] Effective 8/28/2024 his/her hourly rate of pay would increase to \$19.95. [2024-2025 School Year]
- b. A Paraprofessional on Step 3 who is Highly Qualified but DOES NOT CURRENTLY receive the \$2000 Annual Stipend is paid \$18.90/hour. If the proposed Settlement Agreement is approved his/her hourly rate of pay would increase to \$20.65 effective and retroactive to 8/28/2023. [2023-2024 School Year] Effective 8/28/2024 his/her hourly rate of pay would increase to \$21.85. [2024-2025 School Year]
- c. A Paraprofessional on Step 5 who possess an Associates Degree and CURRENTLY receives the \$2000 Annual Stipend is paid \$20.80/hour. If the proposed Settlement Agreement is approved his/her hourly rate of pay would increase to \$24.05 effective and retroactive to 8/28/2023, and payment of the Annual Stipend would cease. [2023-2024 School Year] Effective 8/28/2024 his/her hourly rate of pay would increase to \$25.25. [2024-2025 School Year]
- d. A Paraprofessional on Step 9 who possess an Bachelors Degree and CURRENTLY receives the \$2000 Annual Stipend is paid \$23.60/hour. If the proposed Settlement Agreement is approved his/her hourly rate of pay would increase to \$26.85 effective and retroactive to 8/28/2023, and payment of the Annual Stipend would cease. [2023-2024 School Year] Effective 8/28/2024 his/her hourly rate of pay would increase to \$28.05. [2024-2025 School Year]

SETTLEMENT AGREEMENT

The Pittsfield Public Schools (hereinafter referred to as “Pittsfield”) and the Pittsfield Federation of School Employees, Local 1315, AFT, AFT-MASS, AFL-CIO, Paraprofessional Unit (hereinafter referred to as the “Federation”) hereby agree to the following terms, conditions, and understandings:

1. Pittsfield and the Federation are parties to a collective bargaining agreement.
2. The Federation filed an unfair labor practice on behalf of the Paraprofessional Unit (i.e., MUP-23-9855) regarding the use of contracted employees hired through a staffing agency.
3. In order to avoid the time and expense of litigation, Pittsfield and the Federation agree as to the following terms and conditions.
4. Pittsfield agrees to cease using the staffing agency to fill bargaining unit positions.
5. Pittsfield agrees to bargain any future use of a staffing agency to fill bargaining unit positions.
6. Effective August 28, 2023, Pittsfield agrees to increase the hourly rate of paraprofessionals by \$1.75.
7. Effective August 28, 2023, Pittsfield and the Federation agree that a new column shall be added to the salary schedule in each category (i.e., Base, Highly Qualified, Associates Degree, and Bachelor’s Degree), which shall be \$3.25 greater than the current hourly rate in each category (note: this increase is not in addition to the \$1.75 increase contained in Section 6 above). Positions that currently receive the stipend listed in Article V(L)(2) of the collective bargaining agreement shall be assigned the hourly rate listed in the new column. The stipend listed in the collective bargaining agreement shall be removed effective August 28, 2023. The language contained in the collective bargaining agreement regarding eligibility for the prior stipend shall be used to determine eligibility to be placed on the new column. In the event an employee, who is in a position currently eligible for the stipend, is transferred or otherwise separates from employment with Pittsfield during the work year, the employee who is transferred and/or assigned to the eligible position shall receive the rate listed in the new column. If an employee transfers out of an eligible position, then the employee will receive the regular paraprofessional rate.
8. Effective August 28, 2024, Pittsfield agrees to increase the hourly rate of all columns by \$0.75 above the prior year rates.
9. The Federation agrees to withdraw the Unfair Labor Practice Charge listed in Section 2 above.

- 10. The Federation agrees that it will not file a grievance, arbitration, unfair labor practice charge, or any other action regarding the subject matter of this Agreement, unless said action is lodged to enforce the specific terms of this Agreement.
- 11. There are no other understandings, either verbal or written, between the parties to this Agreement.

FOR THE PITTSFIELD PUBLIC SCHOOLS

Tanil C. Elia

Dated: 8-6-23

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FOR THE PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES, LOCAL 1315, AFT, AFT-MASS, AFL-CIO PARAPROFESSIONAL UNIT

DocuSigned by:
Chris B...

Dated: 8/29/2023

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[Signature]
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8/29/2023