

PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES
PARAPROFESSIONAL UNIT
American Federation of Teachers (AFT)
AFT Massachusetts (AFL-CIO)
Local 1315

OTR PACKAGE PROPOSAL
February 9, 2022

(1) ARTICLE V – COMPENSATION

A. Amend Paragraph B2 to read:

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; **Presidents' Day**; Good Friday; **Patriot's Day**; 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.~~ **In a year when the Juneteenth holiday is observed on a day that falls outside the school calendar members of the bargaining unit shall be entitled to a "Floating Holiday" to be used between the April 1st and the June 1st.**

B. Amend Paragraph L1 to read:

1. **LANGUAGE FLUENCY.** 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 to increase the amount of the stipend from \$125.40 monthly to \$250 monthly and \$1254.00 to \$2500.00 for each school year.

D. Amend Paragraph L2c to update the list of assignments which qualify for stipends.

(2) ARTICLE VII – WORKING CONDITIONS

A. Amend Paragraph C3 to read as follows:

3. A Paraprofessional who substitutes for a teacher for an entire school day will earn ~~\$40.00~~ ~~\$150.00~~ **\$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~~ ~~\$75.00~~ **\$37.50** of 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~~ ~~\$45.00~~ **\$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 additional compensation of ~~\$30.00~~ ~~\$90.00~~ **\$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

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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.

B. Amend Article to add a new sub-paragraph C4 to read as follows:

4. A Paraprofessional who proctors or otherwise substitutes for a classroom teacher during the Massachusetts Comprehensive Assessment System (MCAS) or any successor state assessment system will earn and be paid \$75.00 in addition to her/his paraprofessional per diem rate for that day. Said additional compensation shall be due during the payroll cycle when such work is normally paid.

C. Amend Paragraph M4 to read as follows:

5. Paraprofessionals assigned to **supervisory duties such as bus duty, lunch, recess, and** study halls shall be assisted by another paraprofessional or teacher when ~~study hall~~ size **the number of students** exceeds thirty-five (35). Additional staff shall be added for each additional thirty-five (35) students.

(3) ARTICLE XVII - DURATION
3 YEARS: 8/29/2021 – 8/28/2024

(4) SALARY SCHEDULE. Delete Appendix A - Salary Schedule and replace it with a new Appendix A to read as follows:

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	2021-2022	DROP STEPS 0-4 ADD STEPS 7-9 DROP STEP 15 - 20 - 25	EQUALIZE ALL STEPS +0.55	HQ= \$1.00 AD = \$2.00 BD = \$3.00
STEP	BASE	HQ	AD	BD
1	\$16.25	\$17.25	\$18.25	\$19.25
2	\$16.80	\$17.80	\$18.80	\$19.80
3	\$17.35	\$18.35	\$19.35	\$20.35
4	\$17.90	\$18.90	\$19.90	\$20.90
5	\$18.45	\$19.45	\$20.45	\$21.45
6	\$19.00	\$20.00	\$21.00	\$22.00
7	\$19.55	\$20.55	\$21.55	\$22.55
8	\$20.10	\$21.10	\$22.10	\$23.10
9	\$20.65	\$21.65	\$22.65	\$23.65
10	\$21.20	\$22.20	\$23.20	\$24.20
		\$1.00	\$2.00	\$3.00

- A.** Upon ratification of the 2021-2024 collective bargaining agreement the Salary Schedule above shall be effective and implemented retroactive to August 29, 2021.
- B.** Effective with the ratification of the 2021-2024 collective bargaining agreement and retroactive to August 29, 2021, the following columns are added/modified:
1. Highly Qualified Column added at \$1.00 above the Base Rate.
 2. Associates Degree Column increased to \$2.00 above the Base Rate.
 3. Bachelors Degree Column increased to \$3.00 above the Base Rate.
 4. Bachelors Degree – Teacher License remove column.
- C.** Upon ratification of the 2021-2024 collective bargaining agreement all members of the bargaining unit employed by the District, will be placed on the 2021-2022 Salary Schedule according to the migration schedule below and will be paid at their new hourly rate going forward and for all hours worked retroactive to August 29, 2021, or their date of hire (whichever is earlier):

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

- D. Effective August 29, 2022, increase hourly rates for all classifications by fifty cents (\$0.50) across the board.
- E. Effective August 29, 2023, increase hourly rates for all classifications by fifty cents (\$0.50) across the board.

(5) INITIAL PLACEMENT ON SALARY SCHEDULE: *Upon ratification of the 2021-2024 agreement any member of the bargaining unit currently employed by the District who believes that his/her initial placement on the Salary Schedule was incorrect based on their prior experience may submit a request, in writing, to the Superintendent or his/her designee to have his/her current STEP placement evaluated and possibly adjusted. Any request to have STEP placement evaluated must be received by the Superintendent or his/her designee no later than June 30, 2022. Approved adjustments to STEP placement shall be effective August 29, 2022, and are contingent on the member providing documentation satisfactory to the employer corroborating his/her years of prior experience.*

(6) 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, 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. The Employer shall publish and distribute a monthly report listing issues raised to the Safety Committee, and the current status/corrective action(s) taken. Issues raised to the Safety Committee not resolved within thirty (30) calendar days, shall be subject to the grievance and arbitration and provisions of this agreement.*

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(7) 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 April 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.*

(8) JLMC ON COMBINING SUPPORT UNIT CONTRACTS: *The parties shall form a Joint Labor Management Committee (JLMC) to address issues of combining all support unit contracts into one master contract for all support units. 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 April 15, 2023, with the goal of making recommendations to the Federation and the School Committee no later than April 15, 2024. The parties may mutually agree to re-open this agreement to negotiate over implementation of changes recommended by the Study Committee.*

(9) INCORPORATE ALL PREVIOUS AGREED TO MOA/MOUs INTO THE REVISED PARAPROFESSIONAL UNIT CBA.

March 2, 2022

CONTRACT PACKAGE PROPOSAL
BY THE PITTSFIELD SCHOOL COMMITTEE
TO THE PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES,
LOCAL 1315, AFT MA, AFL-CIO
PARAPROFESSIONAL UNIT

The Pittsfield School Committee hereby makes the following contract package proposal to be incorporated into a successor collective bargaining agreement.

1. Add pregnancy and pregnancy-related conditions to the non-discrimination clause.
2. Delete the agency fee language in accordance with the Janus decision.
3. Union Dues: Add the following: “Such secured authorization shall clearly delineate the dues rate and the amount to be withheld from payroll.”
4. Add Juneteenth as a holiday if it falls during the work year.
5. Overtime: Add the following: “Employees are only eligible for overtime at the rate of time and one-half if the employee actually works more than forty (40) hours in a work week (i.e., vacation, sick time, personal days, etc. do not count toward the forty (40) hour calculation).”
6. Personal Leave:
 - a. Add the following: “Employee must submit a written request to use personal leave at least forty-eight (48) hours in advance of the requested time off.”
 - b. Add proration language as follows: “In the event an employee is not working 1.0 FTE, the amount of personal leave shall be prorated. For example, if an employee works 0.4 FTE, then said employee would receive 40% of the amount of personal leave listed above.”
7. Vacation: Add proration language as follows: “In the event an employee is not working 1.0 FTE, the amount of personal leave shall be prorated. For example, if an employee works 0.4 FTE, then said employee would receive 40% of the amount of vacation time listed above.”
8. Unpaid Leave: Add the following language: “An approved leave of absence shall not be considered a break in service, but time spent out on leave shall not count toward seniority. Requests for leave shall be made in writing to the Superintendent of Schools at least thirty (30) days prior to the leave. The reason(s) for the leave shall be clearly stated on the written request. When appropriate, prior to return, the member must produce a certificate from the member’s physician to the effect that the member is physically fit and ready to return to work.”

9. Anniversary Date/Step Movement: Add the following: “An approved medical leave of absence pursuant to the MPLA and/or FMLA, an approved sick, personal day, bereavement day, and/or jury duty during a regular school day will count as a work day(s) for purposes of this section. Unpaid absences (except pursuant to FMLA/MPLA) will not count as working day(s).”
10. Substitute Coverage: **Increase the rate from \$40 per day to \$75 per day, and from \$20 per half day to \$37.50 per half day.**
11. Wages:
- See attached wage scale to be **effective August 29, 2021.**
 - Move staff who are on steps 0-5 in FY22 to the new starting step at the rate of \$15.00 per hour effective **August 29, 2021.**
 - Staff on step 6 in FY22 shall be moved to the new step 6.
 - All other staff would move to the same step as their current step in FY22.
 - Paraprofessionals will be paid for the two professional development days in the beginning of the FY22 school year. **Pittsfield may, but is not required to, offer up to three (3) professional development days in subsequent years.**
 - Effective August 29, 2022, 1.75% wage increase.**
 - Effective August 29, 2023, 1.75% wage increase.**

		Paraprofessionals		
PPS Proposed FY22 rates				
		\$1.25	\$2.50	\$3.17
Step	Rate	Rate+ Assoc	Rate + Bach	Rate + B&TL
Start	15.00	16.25	17.50	18.17
1	15.25	16.50	17.75	18.42
2	15.50	16.75	18.00	18.67
3	15.75	17.00	18.25	18.92
4	16.00	17.25	18.50	19.17
5	16.25	17.75	18.75	19.42
6	16.50	17.75	19.00	19.67
10	17.00	18.25	19.50	20.17
15	17.50	18.75	20.00	20.67
20	18.00	19.25	20.50	21.17
25	18.50	19.75	21.00	21.67