

MEMORANDUM OF AGREEMENT

The Springfield School Committee and the Springfield Federation of Paraprofessionals, Local 4098, American Federation of Teachers, AFL-CIO agree to the following specific modifications to the Collective Bargaining Agreement between the Parties. Unless specifically modified herein, the terms and conditions of the collective bargaining agreement covering the period from July 1, 2021 through June 30, 2024 shall remain in effect with the following amendments:

1. ARTICLE V, WORKING CONDITIONS, SECTION K, DIAPERING/TOILETING. Replace current language with the following from the current MOA:

K. Diapering/Toileting

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.

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 for up to ten months per regular school year to a yearly maximum of \$1,000.00.
- Diaper/toilet four to six (4 – 6) students a will be paid a monthly stipend of \$200.00 for up to ten months per regular school year to a yearly maximum of \$2,000.00.

- Diaper/toilet seven to nine (7 – 9) students will be paid a monthly stipend of \$300.00 for up to ten months per regular school year to a yearly maximum of \$3,000.00.
- 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 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.
2. **ARTICLE VI, TRANSFERS OR REASSIGNMENT.** Add language to this Article as follows: *“Members of the bargaining unit are precluded from voluntarily separating from employment in order to fill a vacancy that has been posted during a given school year, within the same category, as defined in Article V Working Conditions, M. Reduction in Force Procedure, in the bargaining unit, which they would not otherwise be eligible to fill as an active employee, except those appearing during the contractually established transfer period.”*
 3. **ARTICLE VII, LEAVES WITH PAY, SECTION A, DISABILITY AND EMERGENCY, SUBSECTION 2.** Revise to read as follows: *“Upon absence of more than three (3) consecutive days, the Superintendent or his designee may require a certificate by a ~~physician~~ **medical provider** in order to qualify for continued disability and emergency benefits. Any employee ~~who is absent for three (3) consecutive days or more or absent on more than three (3) occasions~~ whose repeated absences reflects a pattern of abuse in a given school year may be required ~~to call the~~ **to provide a certificate from a medical provider to the** Principal of their school or other designated supervisor, ~~to report in order to qualify for continued disability and emergency benefits their absence.”~~*
 4. **ARTICLE VII, LEAVES WITH PAY, SECTION K, HOLIDAYS.** Effective July 1, 2024, eliminate this Section in its entirety as part of adoption of an equalized pay cycle and new wage scale and re-letter remaining sections accordingly.
 5. **ARTICLE VII, LEAVES WITH PAY, SECTION M, SICK LEAVE BANK (Re-Lettered SECTION L).** Revise second paragraph to read as follows: *“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 12-month period from the Bank. If days are granted, they shall cover retroactively the waiting period.”

6. **ARTICLE VII, LEAVES WITH PAY, SECTION N, INCENTIVE LEAVE.** Effective July 1, 2024, eliminate this Section in its entirety as part of adoption of an equalized pay cycle and new wage scale. The District has agreed that it will pay out the balance of Incentive Days earned by bargaining unit members during the 2023-2024 school year in the last payroll of FY '24.
7. **ARTICLE VII, NEW SECTION, HOLIDAY/INCENTIVE LEAVE REVERSION RIGHTS.** Add a new SECTION M as follows: *“With the adoption of equalized pay as part of the successor contract negotiations for the contract period of July 1, 2024 through June 30, 2025, the funds previously committed to holidays and incentive days have been added into the new wage scale (effective on July 1, 2024) and will no longer be separate benefits. However, to the extent that equalized pay is eliminated in the future, the Parties are in agreement that at the time of elimination of equalized pay, the funds associated with holidays and incentive pay that were added to the wage scale shall be removed from the wage scale and utilized to implement holidays and incentive days in the same manner as they existed prior to the adoption of equalized pay with the successor contract for the period of July 1, 2024 through June 30, 2025. The Parties are in agreement that if this were to happen, it is intended and agreed that this conversion will be cost neutral.”*
8. **ARTICLE XXIII DURATION:** Amend this Article to reflect that the Parties have agreed to a one year contract for the period of July 1 2024 through June 30, 2025, followed by a three year contract for the period of July 1, 2025 through June 30, 2028.
9. **ARTICLE XIX COMPENSATION: Section A Basic Salary Schedule.** Replace the second paragraph with the following language: *“The Parties have agreed that effective on July 1, 2024 an equalized pay cycle will be implemented for the positions of Paraeducators/CNAs; Job Site Paraeducators; LPNs/HAs/Ats; and COTAs and PTAs. Equalized pay shall be based upon a 188 day work year consisting of 180 school days; 1 orientation day; and seven PD days. Holidays and Incentive Days will no longer be paid as a separate benefit and instead the money associated with those benefits has been built into the wage scale to be effective on July 1, 2024. There is no change to sick leave by virtue of the adoption of the equalized pay cycle. Employees will continue to swipe in and out of the building. The time management system will default to scheduled hours. Adjustments will be made by the principal clerk if hours worked are less than the scheduled hours. Employees must submit a form that is preapproved by their principal in order to receive overtime compensation. Under the equalized pay cycle, employees must be active by August 31st in order to have the option to receive their annual pay over a 26 pay period cycle or will automatically be placed on the 22 pay period cycle. Employees must complete “Paycheck Options Form” by July 31st to change to the 26 pay period cycle. Employees cannot change options after the school year has started. Paraeducators in Training will not be eligible for equalized pay and instead will continue to be compensated on an hourly basis on a twenty-two (22)*

pay period cycle. The negotiated increases to the hourly rates upon which the equalized pay cycle will be based are reflected in the modified wage scale attached hereto, which wage scale also incorporates a new "Bachelors" degree rate for COTAs and PTAs. The conversion to an equalized pay cycle was negotiated and jointly agreed to by the District and the Union on behalf of bargaining unit members as a written expression of the employees' desire to be paid in a different manner than contemplated by the Wage Act."

- 10. RED CIRCLE BASE PAY DIFFERENTIAL.** The new equalized pay scale for bargaining unit members will now encompass the incentive days and holidays. When transitioning bargaining unit members to the new equalized scale, any bargaining unit member, not including paraeducators in training, whose annual salary is less than 4%, will receive a "Red Circle Base Pay Differential" to ensure their new salary reflects at least a 4% increase. Only the bargaining unit members who receive the "Red Circle Base Pay Differential" during this transition will receive it; no other bargaining unit members will be eligible to receive this differential at any point in the future. This amount will be subject to cost-of-living adjustments in future years. The total amount of the "Red Circle Base Pay Differential" will be paid out in equal installments as a separate line item in each of the 22 pay periods.
- 11. NOTIFICATION TO INDIVIDUAL EMPLOYEES.** The District will notify each individual bargaining unit member prior to the implementation of the equalized pay cycle in order to explain how the new cycle will work and to confirm compensation figures for the employees.
- 12. ARTICLE XIX COMPENSATION. Section A Basic Salary Schedule.** Replace the third paragraph with the following language: *"The Parties have agreed that effective July 1, 2025, all hourly rates on the wage schedules shall be increased by three percent (3%). The Parties have further agreed that effective July 1, 2026, all hourly rates on the wage schedules shall be increased by three percent (3%). The Parties have further agreed that effective July 1, 2027, all hourly rates on the wage schedules shall be increased by three percent (3%). The modified wage schedules are reflected in the wage schedules attached hereto."*
- 13. LOW INCIDENCE and 1-to-1 ASSIGNMENTS STUDY COMMITTEE.** The Parties have agreed to the formation of a Low Incidence and 1-to-1 Assignments Study Committee comprised of an equal number of representatives of the Union and the District. The Committee will consider issues relating to the need to fill low incidence and 1-to-1 assignments; job duties; training needs; and any other related topics agreed to by the participants. The Study Committee may make recommendations as to changes to the Collective Bargaining Agreement that will address these topics. Any changes to the Collective Bargaining Agreement would require ratification by the Union and the School Committee.
- 14. PAID FAMILY AND MEDICAL LEAVE STUDY COMMITTEE.** The Parties have agreed to the formation of a Paid Family and Medical Leave Study Committee comprised of an equal number of representatives of the Union and the District. The Committee will explore and study the Paid Family and Medical Leave Program, as well as the various considerations relating to the possibility of the City of Springfield opting in to the Massachusetts Paid Family and Medical Leave program. The Parties

recognize that an individual bargaining unit cannot be covered by such PFML program absent the employing municipality opting into such PFML program. Any recommendation by the Study Committee as to any potential next steps would be subject first to ratification by the Union and the School Committee and then further subject to the City of Springfield determining to opt in to such PFML program. The formation of this Study Committee is not to be construed as support by either the School Committee or the City of Springfield for such opting in to the PFML program.

15. HOUSEKEEPING CHANGES. The Parties agree to make such housekeeping changes as may be necessary to the Collective Bargaining Agreement, including the deletion of outdated or inoperative language. Any such changes would be subject to mutual agreement of the Union and the School Committee.

16. Integrated Contract Document. The Parties agree that in the event of a ratification of this Memorandum of Agreement by all Parties, the Parties will cooperate in the preparation of a fully integrated collective bargaining agreement reflecting the changes contained in this Memorandum of Agreement.

17. This Agreement is subject to ratification by the Union and ratification and funding by the School Committee.

For the Union:

Karen White

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For the School Committee:

Dated: June 7, 2024

Dated: June , 2024

Alicia Potter
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