

AGREEMENT

BETWEEN THE

PITTSFIELD SCHOOL COMMITTEE

AND THE

**PITTSFIELD FEDERATION OF SCHOOL EMPLOYEES,
LOCAL 1315,
AFT, AFT-MASS, AFL-CIO**

PARAPROFESSIONAL UNIT

AUGUST 29, 2007 – AUGUST 28, 2010

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ARTICLE I

FEDERATION RECOGNITION, JURISDICTION AND DEFINITIONS

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 for the bargaining on questions of wages, hours and other terms and conditions of employment.

B. Jurisdiction

The term of this agreement shall apply to those persons who perform the duties and functions of the categories of employees in the bargaining unit, regardless of whether these duties or functions are performed at the present, modified by new processes or equipment, or given new position titles.

C. Definitions

- a. The term "Committee" as used in this Agreement means the Pittsfield School Committee.
- b. The term "parties" as used in this Agreement refers to the Committee and the Federation as participants in this Agreement.
- c. The term "school" as used in this Agreement means any work location or functional division maintained by the School Department.
- d. The term "Superintendent" as used in this Agreement shall be understood to mean the person holding the position of Superintendent of Schools of the Pittsfield School Department.
- e. The term "Administration" or "The Administration" shall be understood to mean the same as "Superintendent" or his Deputies.
- f. The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.

- g. The term "paraprofessional" and the term "person" as used in this Agreement means a person employed by the Committee in the bargaining unit as described in Section A of Article I.
- h. The term "calendar day" as used in this Agreement means a day of the calendar year.
- i. The term "working day" as used in the Agreement means a day that offices of the Administration (q.v.) are open for business.
- j. The term "instructional day" as used in this Agreement means a day when school is in session and students are obliged to be in attendance pursuant to Massachusetts law and the school calendar.
- k. The term "Federation" as used in the Agreement means the party recognized by the Committee in Article I § A, above.
- l. The term "instructional year" as used in this Agreement means that period of time commencing before or after Labor Day and ending not later than June 30 when students receive instruction in school pursuant to M.G.L. c. 76 § 1.

Wherever the singular is used in this Agreement it is to include the plural. Whenever in this Agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

ARTICLE II

COMMITTEE RIGHTS CLAUSE

- 1. The operation and management of the Pittsfield School Department and the supervision of the paraprofessionals and of their work are the rights of the Committee alone. These rights include, by way of illustration and without being limited to, the following: the right to make reasonable rules to assure orderly and effective work; to make and oversee the implementation of educational policy; to determine the quantity and types of educational equipment and materials to be used; to introduce new methods and facilities; to make and institute work schedules; to determine what and where duties will be performed and by whom; to evaluate paraprofessionals

competency; to hire, transfer, promote, layoff, and recall paraprofessionals; and to demote, discipline or discharge paraprofessionals for just cause.

2. The foregoing enumeration of the Committee's rights shall not be deemed to exclude other rights not specifically set forth, the Committee therefore retaining all rights not otherwise specifically restricted by this Agreement.
3. The failure by the Committee to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights nor of any of the rights of the Committee to control, operate and manage the schools. Nothing contained in this Agreement shall be construed or deemed to constitute a waiver of or any restriction upon the inherent rights of the Committee except that none of these rights shall be exercised by the Committee contrary to any specific provision of this Agreement.
4. Except when it can be shown that conduct or action by the Committee is in violation of a specific provision of this Agreement, such conduct or action shall not be subject to the grievance or arbitration procedures of this Agreement.

ARTICLE III

EXISTING CONDITIONS OF EMPLOYMENT

Any previously adopted policy, practice, rule or resolution of the Committee which effects mandatory subjects or bargaining regarding wages, hours or conditions of employment of bargaining unit employees will not be changed by the Committee without affording the Federation notice and an opportunity to bargaining regarding the impact of the change prior to its implementation.

ARTICLE IV

FAIR PRACTICES

1. As sole collective bargaining agent, the Federation will accept into voluntary membership all paraprofessionals covered by this Agreement without regard to race, color, creed, national origin, sex, marital status, sexual orientation, disability, or previous affiliation with other organizations.

2. The Committee and the Federation agree that there will be no discrimination in the hiring of employees or in their training, assignment, promotion, transfer, or discipline because of race, creed, color, religion, national origin, political activities, sex, domicile, marital status, sexual orientation, disability, or participation in any lawful, protected organizational activities.

ARTICLE V
COMPENSATION

A. Basic Salary Schedule

1. The salaries of the members of the bargaining unit are set forth in Appendix A, which is attached to and made a part of this Agreement.
2. Upon employment in the Pittsfield Public Schools, a member of the bargaining unit shall be placed at the step appropriate for creditable years of experience.
3. Presently employed paraprofessionals shall be placed on the step appropriate for their creditable years of experience as determined by their initial date of employment.
4. A paraprofessional shall be entitled to placement at a higher salary step than the step at which she/he was appointed, pursuant to subsection A.2, above, only for 30 calendar days after the date of the paraprofessional's letter of appointment with the salary level indicated, and not thereafter. A paraprofessional seeking placement at a higher step shall make said request in writing to the Superintendent or her/his designee.

B. Method of Payment

1. Paraprofessionals will be paid for the exact number of school days on the school calendar including in-service days and snow days. It is understood that snow days will be paid when they occur and those days will be worked without additional compensation when they are made up at the end of the year. Since paraprofessionals will not work Labor Day but will have received pay for that day the make up day for Labor Day will also be worked without additional

compensation at the end of the year. Should the school calendar commence before Labor Day in any given year, paraprofessionals will not have compensation reduced at the end of that school year for Labor Day. Vacation days may number more than ten (10) depending on the length of the Christmas Holiday, when such a situation occurs salary adjustments will be made at the end of the year by deducting any days over ten (10). Vacation days shall include the day after Thanksgiving, four (4) days during the Christmas holiday recess, and five (5) days during the February recess. Salaries of regular paraprofessionals shall be paid in bi-weekly installments including the holidays noted in section two (2).

2. The following holidays shall be allowed with pay: Columbus Day; Veterans' Day; Thanksgiving Day; Christmas Day; New Year's Day; Martin Luther King Day; Good Friday; and Memorial Day. 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.
3. The parties recognized that there may be more than forty (40) weeks in a school term.
4. The work year for paraprofessionals will be considered the same as the student's school year.
5. Paraprofessionals with five (5) years of creditable service will receive payment for the April vacation.
6. Paraprofessionals with ten (10) years of creditable service will receive payment for the April vacation plus an additional week's pay in their final paycheck of the school year.
7. "Creditable service" for entitlement to vacation pay (Article V § B.5 and B.6) shall mean continuous service as a paraprofessional in the Pittsfield Public Schools.
8. Paraprofessionals with less than five (5) years of service will receive compensation for ten (10) vacation days.

9. In order to qualify for vacation pay during one's retirement year in a given year a paraprofessional must have completed two (2) full months of employment to be eligible for one (1) week, four (4) months to be eligible for two (2) weeks, six (6) months to be eligible for three (3) weeks and eight (8) months to be eligible for four (4) weeks.
10. If a paraprofessional terminates her/his service after October 31 and before December 31, such paraprofessional shall receive one (1) weeks vacation pay if qualified for vacation pay under this section.
11. If a paraprofessional terminates her/his service after December 31 but prior to February 28, such paraprofessional shall receive two (2) weeks vacation pay if qualified for vacation pay under this section.
12. If a paraprofessional terminates her/his service after February 28 but prior to April 30, such paraprofessional shall receive three (3) weeks vacation pay if qualified for vacation pay under this section.
13. If a paraprofessional terminates her/his service after April 30, such paraprofessional shall receive four (4) weeks vacation pay if qualified for vacation pay under this section.
14. Payment due to a paraprofessional pursuant to paragraphs 9 through 12, above, shall
be owed by the Committee only if said paraprofessional provides written notice of her/his termination of service to the Superintendent or her/his designee at least ten (10) working days before the paraprofessional terminates her/his employment. Ten working days shall be counted from the date the Superintendent or her/his designee actually receives said notice from the paraprofessional.

C. **Working Before and/or After the Regular School Year**

Any paraprofessional required to work before and/or following the close of the school year shall be compensated at the same rate of salary which they receive during the school

year, such payment to be based upon an hourly, daily or weekly rate, whichever is applicable.

D. Itemized Payroll Deductions

A statement of weekly payroll deductions shall be provided to such employees.

E. Anniversary Dates

For purposes of salary payment, full-time paraprofessional employees serving more than ninety (90) school days will advance a step on the salary schedule each September.

F. Mileage Allowance

Traveling paraprofessionals covered by this Agreement who are authorized to use private automobiles for school business shall be reimbursed at the rate established in March of each year by the Internal Revenue Service. Such rate shall be used for mileage reimbursement during the ensuing school year. Employees seeking reimbursement for mileage for school business shall submit a written request for same on a form provided by the Employer along with any supporting documentation which the Employer may require.

G. New Positions

If any new paraprofessional position, other than those specified in Article I of this Agreement, or authorized under Federal Funded Projects, be established within the bargaining unit covered by this Agreement, the School Committee shall negotiate with the Federation regarding the wages, hours and conditions of employment for said position.

H. Severance Pay

Upon retirement or death, a paraprofessional after ten (10) years of service shall receive a severance pay of one-half (1/2) day for every day of accumulated unused leave up to one hundred and twenty (120) days.

I. Longevity

Paraprofessionals with ten (10) years, or more, of creditable service shall receive additional weekly compensation as follows:

Effective September 2004:	
10 or more years of service	\$5.60 each week
15 or more years of service	\$6.00 each week
20 or more years of service	\$7.00 each week
In this year only:	
25 or more years of service	\$7.75 each week

J. Step Movement**1. Step Movement for New Hires**

- a. Except as set forth in (b), below, each member of the bargaining unit shall, at the end of the first school year in which she/he worked, move from the step at which she/he was appointed to the following step on the salary schedule in the next school year if that unit member has been duly appointed and has worked (including use of paid leave available under the collective bargaining agreement but excluding unpaid leave) more than 90 school days.
- b. An individual who is appointed at Step 8 and who meets the aforementioned 90 day requirement shall in addition be required to comply with the provisions set forth in Article V § J(3), below, in order to realize step movement.

2. Step Movement for Other Paraprofessionals

- a. Each member of the bargaining unit who was employed in that unit in the preceding year and who was not hired in the preceding year shall move to the next step on the salary schedule, if any, if she/he has worked the equivalent of 160 school days (including use of paid leave available under the collective bargaining agreement but excluding unpaid leave) in the preceding school year; except that movement to Step 9 and then Step 10 shall be governed by the provisions of Article V § J(3), below.

3. **Movement to Steps 9 and 10**

- a. No paraprofessional shall move from Step 8 to Step 9 or from Step 9 to Step 10 unless she/he has earned at least one (1) previously-approved undergraduate or graduate credit, or at least 15 PDPs, for each salary schedule step she/he proposes to move.
- b. Not more than seven (7) of the PDPs submitted for step movement may be earned in in-service training activities sponsored by the Pittsfield Public Schools that are run during the required workday. The Committee shall see to it that in-service training activities are offered by the Pittsfield Public Schools after school or at other times so that all paraprofessionals eligible to move to Steps 9 or 10 shall have a reasonable opportunity to accrue at least eight (8) PDPs in other than regular work day activities during each school year.

K. Salary Differential for Educational Accomplishments/Language Fluency

1. For every six (6) undergraduate or graduate credit taken with the prior written approval of the Superintendent of Schools or her/his designee, or with their equivalent in professional development points (PDPs: 15 PDPs = 1 credit hour), earned after the date of her/his employment by the Pittsfield Public Schools, a member of the bargaining unit shall be paid \$120.00. Said sum shall thereafter be considered as part of the unit member's salary, and shall be paid as part of her/his annual salary thereafter for as long as this provision is part of this collective bargaining agreement.
2. The salary differential for educational accomplishments shall be payable in full as salary for the school year when satisfactory evidence of having earned the requisite number of credits or PDPs is presented to the Superintendent or her/his designee by October 1 of that school year. Fifty percent (50%) of the differential shall be paid as salary in the second half of the school year if satisfactory

evidence of having earned the requisite number of credits or PDPs is presented by February 1 of that school year. Payment for credits (\$120/6 credits) ends with completion of requirements for an earned degree toward which the credits count, which will entitle the paraprofessional to the degree stipend.

3. A paraprofessional who has earned an Associate's Degree or higher from an accredited junior or community college, four-year college, or university shall be entitled to payment of a stipend of One Thousand Three Hundred and Seventy-Five Dollars (\$1,375.00) per year, payable in two separate and equal amounts in February and June. Such stipend will be prorated for those earning a degree during the school year.
4. A paraprofessional who has earned a Bachelor's Degree or higher from an accredited four-year college or university shall be entitled to payment of a stipend of Two Thousand Seven Hundred and Fifty Dollars (\$2,750) per year (*not in addition* to Associate's Degree stipend above).
5. A paraprofessional who possesses a valid teaching certificate or license in Massachusetts or elsewhere shall be entitled to payment of a stipend of One Thousand Dollars (\$1,000.00) per year.
6. A paraprofessional who can demonstrate fluency in a language other than English shall be entitled to payment of a stipend of Five Hundred Dollars (\$500.00) per year.

L. Additional Compensation for Certain Assignments:

1. a. Amount of Stipend: For the 2007-08 school year, a paraprofessional assigned as specified in subsection 2, 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 Hundred and Twenty Dollars (\$120.00), for a total of not more than One Thousand and Two Hundred Dollars (\$1,200.00) 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.

b. Proration of Stipend: If, during the course of the school year, a paraprofessional holds an assignment specified in subsection 2, below, for less than a full month, as determined by the number of paraprofessionals' work days in that month, then said paraprofessional shall receive the month's stipend pro rata, based on the number of paraprofessionals' work days in that month.

2. Assignments Entailing Additional Compensation: A paraprofessional shall be entitled to the additional compensation set forth in subsection 1.a, above, if she/he is assigned for all or a portion of the school year to either of the following:
 - a. a position that, as a result of the physical or emotional handicapping conditions of the students whom the paraprofessional ordinarily works with, requires the paraprofessional routinely to use "universal precautions" for hygienic safety; or
 - b. a position in the Adolescent Support Program (ASP) or its successor, the CYCLE program or its successor, or a substantially separate program working with one or more students identified in an Individualized Education Program (IEP) plan as having been diagnosed with autism or Asperger's Syndrome.
3. No Vacancy Deemed to Exist Solely Because of Stipend

The availability of the stipend for a position described in subsection 2, above, shall not be deemed to have created thereby a new position in the bargaining unit; and therefore the posting requirement of Article VIII § B of this Agreement shall not be applicable to a position entitled to such a stipend under this section unless and until

that position is actually vacant and is determined administratively as having to be filled.

4. A Joint Labor Management Committee (JLMC) will be created to discuss Article V(L) of the collective bargaining agreement. The JLMC will provide its recommendation to the respective bargaining teams. The JLMC's recommendations are not binding on either party.

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. The fund will be divided into three equal parts. .

Summer	\$3,000
Fall	\$3,000
Spring	\$3,000

Money from the Fund not used in one term shall be carried over into the next term, but any such funds not used in one fiscal year will not be carried over into the next fiscal year.

2. Application for reimbursement under this section shall be made on forms provided by the Personnel Office, with such supporting documentation from a college catalog or

other source as may be required, by not later than May 10 for summer term courses, August 10 for fall term courses, and December 10 for spring term courses.

Applicants shall be provided with administrative notice of their anticipated rate of reimbursement for the term in question by not later than June 1 for the summer term, September 1 for the fall term, and January 1 for the spring term.

3. In the event that Federal or Massachusetts law or regulations impose requirements for educational or academic credentials that directly affect the continued employability of members of the bargaining unit, the Committee and the Federation shall reopen collective bargaining under this section in order to address the issue.

ARTICLE VI

FRINGE BENEFITS

A. Health Insurance

All employees covered by this Agreement shall be eligible to participate in the group insurance plan of the City of Pittsfield in accordance with the provisions of said plan in force and effect from time to time for other employees of the City of Pittsfield. The employee contribution toward health insurance premiums for HMO coverage will increase from 10% to 20% effective August 29, 2007.

B. Life Insurance

The Committee agrees to pay that portion of the \$10,000 Life Insurance premium paid for other City employees under terms of Chapter 32B of the General Laws of Massachusetts.

C. Pension

Members of the bargaining unit shall be allowed to participate in the Municipal Employees Pension Plan.

D. Tax-Free Annuity

Paraprofessionals shall be allowed to take advantage of whatever federal law may be in force concerning tax-free annuities.

E. Workers Compensation

Paraprofessionals shall be included under the provisions of the Workers Compensation Law.

ARTICLE VII

WORKING CONDITIONS

A. Notices and Announcements

1. All official circulars pertaining to paraprofessionals in a particular school shall be posted on that school's bulletin boards, and a copy furnished to the paraprofessional representative in that building.
2. A copy of the Rules and Regulations of the Pittsfield School Committee and all amendments thereto will be made available to members of the unit in each school building.
3. A copy of the Directory of School Department Personnel will be made available to members of the unit in each school building.
4. The President of the Paraprofessional Chapter shall be sent a copy of any transfer, appointment, or acceptance of a resignation letter sent to members of the bargaining unit within two (2) weeks of notification to the School Committee. The Chapter Chairperson of the paraprofessionals unit shall be notified of all new hires, placement on the salary schedule, assignment including school, teacher, and hours to be worked. Such notification shall take place within two (2) weeks of appointment by the Superintendent.
5. Paraprofessionals shall be recognized as such and shall be so listed in the directory.

B. School Facilities

1. Paraprofessionals shall be allowed to use whatever lounge facilities are available to teachers.
2. Each paraprofessional shall be provided with a space for his use in which he may securely store his instructional materials and supplies. Space as used above is intended to mean a locker, closet or file cabinet.
3. Paraprofessionals shall be allowed to use whatever telephone facilities are available to teachers.
7. Adequate parking facilities for paraprofessionals shall be furnished to the extent possible. School parking facilities shall be plowed and/or sanded to the extent possible.
8. At least one mailbox that is dedicated for use exclusively by paraprofessionals shall be provided in each school.
9. Workrooms and equipment used by teachers in preparing instructional material shall be made available for use by paraprofessionals.

C. Substitutes

1. A list of substitute paraprofessionals shall be available to the building principal.
2. Assignments for duty coverage in emergency situations will be shared as equitably as possible by the paraprofessional staff.
3. A paraprofessional who substitutes for a teacher for an entire school day will earn \$30.00 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 \$15.00 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 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 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.

D. Seniority

1. An employee shall be placed on the seniority list after completing a ninety (90) working day probationary period. Seniority is defined as length of continuous service as a paraprofessional in the paraprofessional bargaining unit in accordance with the seniority list dated April 22, 1981.
2. Period of service divided by a break due to resignation or termination shall not be added together to determine seniority.
3. Part time employees shall acquire seniority on a prorated basis.
4. Acceptance by the Committee of this provision does not imply acceptance of the use of seniority in other sections of the contract unless specifically stated.

E. Fair Employment

No paraprofessional will be disciplined, reduced in the rate of compensation paid, separated or discharged without just and sufficient cause. This section shall not apply to a paraprofessional who is first employed by the Pittsfield Public Schools for the 2007-08 contract year or thereafter, and who in the 2007-08 contract year or thereafter is “probationary”, as that term is defined in Article VII § D.1.

F. Termination

1. In the event of a cutback in programs, paraprofessionals shall be terminated on the basis of seniority; the employees with the least seniority being the first to be laid off, providing that the individuals involved are qualified to fill existing positions and such procedure is not contrary to the best interests of the system.
2. In the subsequent event of expanded or additional programs, those persons previously employed and laid off shall be rehired before any new personnel are added, provided that they are qualified for the expanded or additional programs.
3. The required notice of termination of employment is thirty (30) days from receipt of written notice by the Superintendent of Schools if possible.
4. If a paraprofessional position is eliminated during the budgetary process, due solely to budgetary constraints, and the same position is reinstated during the term of the school year following the vote to eliminate the position, then the paraprofessional who held the eliminated position will normally be given the opportunity to fill that position.**G.**

Length of the Work Year

1. Paraprofessionals shall be required to work each day when school is in session.
2. Paraprofessionals may be required to work up to one week prior to the beginning of the regular school year.
3. The work year for paraprofessionals shall be the instructional year (q.v.) plus not more than three additional work days. 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.

H. Length of the Work Day

1. Length of work day shall be consistent with each category, i.e. supervisory, special education (including IEPs), library, career exploratory, vocational as well as being

- consistent with hours, including lunch period, listed on posted positions for each school subject to changes or modifications for unanticipated needs or circumstances.
2. Paraprofessionals shall be entitled to one (1) 15 minute break as scheduled. Those paraprofessional positions which presently have a 30 minute duty free lunch period shall continue to be entitled to the 30 minute duty free lunch as scheduled.
 3. Paraprofessionals may be required to report to work earlier than the aforementioned starting times in order to provide supervision for the breakfast program for public school students.
 4. Paraprofessionals shall be paid for all time worked including time spent guiding children on and off the bus.
 - 5.a. Paraprofessionals may be required to attend up to four (4) meetings after the end of the school day during the course of the instructional year. Said meetings will commence not later than fifteen minutes after the end of the students' instructional day and no paraprofessional shall be required to stay at any such meeting more than sixty (60) minutes after the time specified herein for its start. A paraprofessional required to attend such a meeting shall be notified of this requirement by the building principal or the principal's designee not later than seven (7) calendar days before the date of the meeting. Paraprofessionals who attend such meetings as directed shall receive one (1) hour's additional compensation for each such meeting attended.
 - b. A unit member who, because of child care problems or a comparable emergency, is unable to attend a meeting described in the preceding paragraph shall, upon providing written notice of same to the building principal, be exempt from attending such a meeting. In this instance, the unit member may be required to attend an alternative meeting scheduled by the building principal in consultation with the unit member.

I. Minimum Hours

1. Paraprofessionals will work a minimum schedule of twenty-two and one-half (22 1/2) hours a week unless fewer hours are provided for a tutor paraprofessional by an Individual Educational Plan.
2. Any paraprofessional working more than four and one-half (4 1/2) hours a day will be given a duty free thirty (30) minute lunch hour.

J. Assistance in Assault Cases

1. Paraprofessionals will report all cases of assault to the principal of the building.
2. Whenever it is alleged that a paraprofessional has assaulted a person or that a person has assaulted a paraprofessional, the principal shall conduct an investigation of the incident and forward his findings to the Superintendent with a copy to the paraprofessional and the President of the Paraprofessional Unit.
3. The Superintendent shall comply with any reasonable request from the paraprofessional for relevant information in the Committee's possession not privileged under law concerning the person or persons involved.
4. The Committee may indemnify a paraprofessional in its employ for expenses or damages sustained by him by reason of an action or claim against him arising out of the negligence of such paraprofessional.

K. Damage or Loss of Property

Paraprofessionals will be reimbursed for:

- a. Clothing or other personal property normally carried by the person, such as handbags, umbrellas, etc., damaged or destroyed in the course of his employment through no fault of his/her own, up to a maximum of five-hundred dollars (\$500) upon submission of a written claim and satisfactory proof in support of said claim.
- b. .Medical Coverage for Work Injuries: Any employee who suffers a personal injury arising out of and in the course of his employment shall be entitled to reimbursement for reasonable and necessary medical and hospital

expenses in accordance with the Workers' Compensation Law (G. L. c. 152).

L. Transporting Children

No paraprofessional shall be required to transport students in private vehicles.

M. Notice of Assignment

1. Paraprofessionals may express in writing to the Assistant Superintendent for Personnel and Business their preference of grade level, subject, department and assignment.
2. Paraprofessionals will be notified of their initial assignments for the approaching school year by August 15 and shall be notified of any subsequent changes in their assignments by August 31st except for changes resulting from student enrollment changes in IEP plans, unforeseeable circumstances or emergency situations. The paraprofessionals involved will be notified by mail of any circumstances occurring during the summer months which warrant a program change.
3. The number of different assignments, and rooms in which assignments occur, for a paraprofessional shall be held to a minimum within the restrictions imposed by programs and space.
4. Paraprofessionals assigned to study halls shall be assisted by another paraprofessional or teacher when study hall size exceeds thirty-five (35). Additional staff shall be added for each additional thirty-five (35) students.
5. If an opening for a paraprofessional position occurs after the close of the school year in June and prior to August 1, the Administration shall notify all paraprofessionals by mail of such opening. Any position opened after August 1 will be posted after school begins in September.

N. Paraprofessional Evaluations:

Each paraprofessional shall be evaluated annually, following the procedures adopted by the parties and attached hereto as Appendix B.

O. Paraprofessional Files

1. Paraprofessional files shall be maintained under the following circumstances:
 - a. No material derogatory to an employee's conduct, service, character or personality shall be placed in the files by an administrator unless the employee is sent a dated copy at that time.
 - b. The employee shall have the right to submit a response to the statement. The employee's answer shall also be included in the file.
 - c. Upon request, a paraprofessional shall be given access to his file without delay.
 - d. Upon receipt of a written request, the paraprofessional shall be furnished a reproduction of any material in his file.
2. Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files.
15. Official grievances filed by any employee under the Grievance Procedure as outlined in this Agreement shall not be placed in the personnel file of the employee; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

P. Training

1. The Employer shall provide each employee with the appropriate First Aid, CPR, and/or non-violent restraint training. Where such training cannot be provided in house, the Employer shall reimburse an employee for the cost of such training provided the employee successfully completes the training and provided, further, that the training course is pre-approved by the Superintendent or his designee.
2. Paraprofessionals who work on a one-to-one basis with severe multi-handicapped, emotionally disturbed, and students with contagious diseases, and in all other SPED classes which require special services as outlined in IEP's will be guaranteed adequate training to fulfill the duties specified prior to the beginning of the assignment. If the assignment or IEP changes in the course of the year, adequate training for the new

assignment or IEP will be provided. The requirements needed to perform special services will be included in the job description.

Q. Orientation

All paraprofessionals shall be provided a copy of their school calendar at orientation.

R. School Security Measures

Paraprofessionals may be required to comply with all administrative measures taken to ensure the safety of staff and students, the security of school system property, and the security of the school building or other facility to which they are assigned, including the wearing of identifying badges or emblems.

ARTICLE VIII

TRANSFERS/VACANCIES

A. Transfers

1. Paraprofessionals may apply for a transfer to vacant positions when such vacancies are posted. When a position opens mid year and a transfer would cause disruption in the system, such mid year transfers to vacancies will not occur. An exception to mid year transfer may be made if the transfer is to occur within the same building and can be mutually worked out between the paraprofessional requesting the transfer and the principal/supervisor.
2. Assignments to fill such vacancies by transfer may be made during the school year.
3. Notice of transfer shall be given to a paraprofessional as soon as possible following granting of the request.
4. Seniority shall govern all voluntary transfers, providing the individual to be transferred is qualified for the vacant position, and such transfer is not contrary to the best interests of the system. The position shall be posted and each posting shall include a complete description of the position and duties required of the paraprofessional. Part time paraprofessionals shall be considered for positions before the positions are advertised outside the system.

5. When a reduction in the number of paraprofessionals in a school is necessary, qualified volunteers in the school will be considered first for transfer.
6. Any involuntary transfer shall be made only after a meeting between the paraprofessional involved and the Superintendent and/or his designee, at which time the paraprofessional shall be notified of the reasons for the transfer.
7. No assignment of new paraprofessionals shall be made until all transfer requests have been considered. The Committee agrees to provide job descriptions before bidding occurs on posted positions. When a position opens after the beginning of the school year the position will be filled temporarily by a substitute for the remainder of the school year unless it can be mutually worked out by the principals or supervisors in the buildings where the transfers are to take place in such a way as to cause the least disruption to the students and the system. If this is possible, the transfer to a position that opens after the beginning of the school year will occur by January 15. Any paraprofessional interested in the position will have equal opportunity to bid on the position for the following school year.
8. The paraprofessional may process an involuntary transfer through the grievance procedure but the decision of the School Committee shall be final and binding.
9. If a position opens after January 15, there will be no mid year transfers to that position. The position will be filled on a temporary basis. If a position opens after January 15, the position will be posted so that bidding may occur and the position will be filled for the following September.

B. Vacancies

1. The Administration shall post in each school a list of known paraprofessional vacancies within a week after such vacancy occurs, showing location and assignment.
2. Applications shall be filed in writing with the office of the Assistant Superintendent for Personnel and Business.

3. Applications will be received from any person who believes himself qualified by reason of experience, training, capacity and general ability to execute proficiently all the demands of the position.
5. A vacancy shall be filled by an applicant within the Pittsfield School System if his qualifications and experience for the position are substantially equal to those of other applicants. In cases of conflict, the best interest of the school system shall be the determining factor.
6. Nothing in this Agreement shall prevent the Superintendent from making acting appointments until positions can be filled with permanent appointments as provided in this Agreement.
7. The Superintendent may postpone the actual assignment until after the December vacation if selection to the assignment is made prior to that date and after September 1st or until September 1st of the following school year if the selection is made after January 1.

ARTICLE IX

LEAVES OF ABSENCE

A. Leave Days

1. Paraprofessionals who have completed one year of employment shall be allowed fifteen (15) working days for each school year without loss of pay for sick leave. Three (3) days may be used for family illness/emergency. Up to three (3) additional days of available paid sick leave may be used annually for family sick leave, but only upon presentation of suitable documentation to the Superintendent or her/his designee from a licensed health care provider of the need for such leave, and only with the approval of the Superintendent or her/his designee. Said approval shall not be withheld arbitrarily or capriciously.

2. Sick leave days for other than those paraprofessionals on approved sick leave will be credited on the first full "work day" worked by the paraprofessional in the "work year."
3. A paraprofessional other than those paraprofessionals on approved sick leave whose first full "work day" occurs after September 15 of the given "work year" shall be credited with sick leave with pay at the rate of one and one-half (1 1/2) days for each full "month" worked until the end of the "work year."
4. Newly hired paraprofessionals will be credited with sick leave at the rate of one and one-half (1 1/2) days per month following completion of thirty (30) days of employment.
5. Sick leave shall be accumulated up to one hundred sixty (160) days effective September 1, 1993. Such accumulation shall begin with those leave days unused during the 1975-1976 school year.
6. 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 Assistant Superintendent for Personnel and Negotiations. Any employee seeking said benefits shall submit a written request on an approved form specifying the reason for request.
7. Personal days will not be cumulative from year to year.

B. Bereavement Leave

1. In the event of a death of a member of the immediate family, paraprofessionals will be entitled to five (5) consecutive work days, such days to begin with either the day of death or the day of the funeral at the paraprofessional's discretion. Immediate family includes parents, spouse, life partner/companion, children, mother-in-law,

- father-in-law, siblings and a person for whom the paraprofessional has had the responsibility for making funeral arrangements.
2. Paraprofessionals shall be entitled to four (4) consecutive school days to take effect from the date of death or the day of the funeral at the paraprofessional's discretion of a grandparent, grandchild, or someone living in the immediate household.
 3. In the case of the death of a relative of the second degree, the paraprofessional shall be entitled without loss of pay to the 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.

C. Maternity Leave

1. A female paraprofessional who has been employed by the Committee for at least three (3) consecutive months as a full-time paraprofessional, who is absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth or for adopting a child under the age of eighteen months (18) or for adopting a child under the age of twenty-three (23) if the child is mentally or physically disabled, said period to be hereinafter called maternity leave, and who shall give at least two (2) weeks' written notice to her Employer of her anticipated date of departure and intention to return, shall be restored to her previous, or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave. Such leave shall be unpaid to the extent the paraprofessional's sick leave does not cover the balance.
2. The Committee shall not be required to restore a paraprofessional on maternity leave to her previous or a similar position if other paraprofessionals of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such

paraprofessional on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

3. Such maternity leave shall not affect the paraprofessional's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the Employer need not provide for the cost of any benefits, plans, or programs during the period of maternity leave unless such Employer so provides for all employees on leave of absence.

D. Leave for Conferences, Conventions, etc.

With the approval of the School Committee, no more than two (2) official delegates of the Paraprofessional Chapter of the Pittsfield Federation may be granted by no more than three (3) days leave with pay to attend conventions of affiliated bodies, educational conferences or other functions which contribute to the advancement of educational welfare in the City of Pittsfield.

E. Requests for Leave

All requests for leave under this Article shall be made through a person's principal or immediate supervisor to the Superintendent of Schools or his designee on a form supplied by the Employer.

F. Maintenance of Rights

All benefits to which a paraprofessional was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, but no benefits shall accrue during a leave of absence.

Upon return to work, the employee will be assigned to the same position she/he held prior to her/his leave or a similar position subject to the layoff and recall provisions of this Agreement.

G. Leave of Absences Extended

Extended unpaid leaves of absence may be granted for serious family illness, professional improvement or for other reasons.

H. Additional Leave

A paraprofessional may be granted up to ten (10) days of unpaid leave annually.

I. Breaks in Service

Granted approved leaves of absence of up to 183 consecutive instructional days shall not be considered breaks in service. Granted approved leaves of absence of 184 consecutive instructional days shall be considered a break in service. Paraprofessionals on granted approved leaves of up to 183 consecutive instructional days shall not accumulate seniority, but will not lose previously earned service upon returning to work. Paraprofessionals on leaves of absence of 184 or more consecutive instructional days shall lose previously earned service upon returning to work.

J. Sick Leave Bank

1. All paraprofessionals who so desire may participate in the Sick Leave Bank. Participation is voluntary, but requires an initial contribution of two (2) sick leave days. All new applications to join the Sick Leave Bank must be made by September 1st of each year or within thirty (30) days after initial employment.
2. At any time that the total number of days in the Bank is reduced to fifty (50), any employee wishing to continue participation shall contribute one (1) additional day.
3. Application for use of Sick Leave Bank days must be made in writing to the Assistant Superintendent of Personnel. Documentation shall be provided showing the nature of

- the illness, and the need for sick leave days from the Bank. Paraprofessionals shall hold the Committee harmless with respect to all good faith decisions to grant the use of Sick Leave Bank days.
4. For a continuing illness or period of illness, after each actual use of thirty (30) days of Sick Leave Bank days, the Assistant Superintendent of Personnel will review the case and make a determination as to whether additional Sick Leave Bank days will be allowed. Updated or additional documentation regarding the illness may be requested if deemed necessary by the Assistant Superintendent of Personnel.
 5. No paraprofessional may use more than thirty (30) days from the Sick Leave Bank for a single illness, or for a single period of illness.
 6. Sick Leave Bank activity shall be communicated to the Chapter Chair of the paraprofessionals in a timely fashion.
 7. Employees who are out of work due to an injury or illness arising out of or related to one's employment shall not be eligible for using days from the Sick Leave Bank.

ARTICLE X

FEDERATION RIGHTS AND RESPONSIBILITIES

A. Federation Representation

1. The Committee recognized the Federation Representative as the official representative of the paraprofessionals in the schools.
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.

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.

C. Existing Laws and Regulations Preserved

The rights and benefits presently provided by City, State or Federal law, rule or regulation to the School Committee or members of this bargaining unit are preserved.

D. Printing of Agreement

The Employer shall provide each employee with a single copy of this Agreement and five (5) copies for the Federation without charge. Each employee shall sign a form indicating receipt of a copy of this Agreement.

E. Use of School Buildings

1. The members of this bargaining unit may use designated areas in school buildings for meetings with the prior approval of the Building Principal provided said meetings do not interfere with school operations or with employees carrying out their duties.

2. Distribution of Materials

The Federation shall have the right to place materials in the mailboxes of paraprofessional employees.

3. Bulletin Boards

With Employer's prior approval Federation notices and other material pertaining to paraprofessionals may be posted on the Federation bulletin boards provided in each building for their exclusive use.

F. Dues Check-Off

1. The Federation may secure authorization for payroll deductions for Federation dues. Such authorizations may be revocable as provided by law. The Committee will

- request the Treasurer of the City of Pittsfield to submit such sums in total to the Federation Treasurer.
2. The Federation shall be notified of any paraprofessional withdrawing or dropped from payroll deductions.
 3. Any paraprofessional desiring to have the Committee discontinue deductions that he has previously authorized must provide written notice to the Committee.
 4. The Union and the paraprofessionals agree to and do hereby indemnify, defend and hold harmless the Pittsfield School Committee and the City of Pittsfield, and their members, agents, and representatives from and against any and all claims, demands, liabilities, suits or any other form of action arising from or relating to any action taken by them in good faith in making or transmitting such deductions.

G. Notification and Representation

In the event that a paraprofessional is to be disciplined, reduced in the rate of compensation, separated or otherwise discharged, such employee shall be given the reason or reasons in writing.

1. A paraprofessional has the right to be represented by the Federation in any meeting with a member of the administration when there is probable cause to believe that the purpose of the meeting is for disciplinary action.

H. Agency Service Fee

1. The Committee will respect the position of Local No. 1315, Paraprofessionals' Unit, Pittsfield Federation of School Employees, M.F.T./A.F.T., as the sole and exclusive bargaining agent for all employees in the paraprofessionals' bargaining unit on matters of wages, hours, and conditions of employment for the life of this Agreement.

2. Effective thirty (30) days after execution of the Agreement or the commencement of employment, whichever comes later, each employee, in accordance with the M.G.L. c. 150E § 12., shall be required to pay the service fee to the Federation.
3. The Federation will be solely responsible for enforcing the provisions of this section. The Committee will not be responsible to enforce any provision of this section.
4. The Federation will indemnify, defend and hold harmless the Committee against any and all claims, actions or lawsuits of any kind or description, whether at law or in equity, and whether based on statute, constitution, or common law, made or instituted against the Committee or its agents, employees or Paraprofessionals, resulting from this Section. Specifically, the Federation will have no right of action by way of contribution, counterclaim, or other basis against the Committee. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of this Section, the Federation will pay any and all of those damages, including interest and charges.
5. If any court of competent jurisdiction determines that any part of subsection 1, 2, or 3, is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of subsection 1, 2, or 3, will be null and void.
6. The service fee shall be calculated in accordance with the provisions of M.G.L. c. 150E § 12, and applicable state and federal constitutional law, and shall not be paid by employees to remain members in good standing with the Federation.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 1. Definitions

1. A "grievance" is a complaint that there has been a violation, misinterpretation, or misapplication of this Agreement or any amendment or supplement thereto.
2. A "grievant" on any issue covered by the terms of this Agreement is any paraprofessional, group of paraprofessionals having a common grievance, or the FEDERATION.
2. A "party of interest" is a grievant, witness, person, group of persons or organization who might be required to take action or against whom action might be taken in order to resolve the grievance.

Section 2. Procedures:

Level One: (Immediate Superior Level)

1. A grievant will first discuss a complaint with the immediate superior directly, together with or through a FEDERATION representative if the grievant so desires, with the objective of resolving the matter informally.
2. If the grievance is not resolved informally, the grievant may submit directly, together with or through the FEDERATION, a written grievance to the principal of the building or to the immediate superior of the grievant. Within ten (10) calendar days after receiving the grievance, the principal or immediate superior shall communicate his decision in writing.

Level Two: (Superintendent Level)

1. The decision of the building principal or the immediate superior may be appealed in writing by the aggrieved directly, together with or through the FEDERATION to the Superintendent of Schools or his designated representative within ten (10) calendar days after the decision of the principal or immediate superior has been received by the aggrieved.
2. The Superintendent of Schools or his designated representative shall meet with the aggrieved directly, together with or through a FEDERATION representative within ten (10) calendar days after receipt of the appeal.

3. If the Superintendent of Schools and the grievant satisfactorily resolve the grievance, the Superintendent of Schools shall submit his decision in writing within ten (10) calendar days.

Level Three: (School Committee Level)

1. If the grievance is not resolved at Level Two the grievance may be appealed in writing to the School Committee within ten (10) calendar days after the decision has been received by the aggrieved and the FEDERATION.
2. The School Committee or the Negotiating Subcommittee of the School Committee shall meet with the grievant and the FEDERATION representative in executive session within fifteen (15) calendar days of receipt of the appeal.
3. The School Committee shall communicate its decision in writing within fifteen (15) calendar days of the meeting with the grievant and the FEDERATION representative. If the COMMITTEE claims the FEDERATION has violated any provisions of Article IV, the No Strike Clause, it may present such claim to the FEDERATION, in writing, and if the parties fail to settle the matter within ten (10) calendar days, the COMMITTEE may submit the dispute to arbitration under the provisions of Level Four of this Article.

Section 3. General Provisions

1. Representation: Any "party of interest" may be represented at any level of this procedure by a person of his own choosing, except that a grievant may not be represented by an officer or a representative of any organization other than the FEDERATION. Whenever a grievant is not represented by the FEDERATION, the FEDERATION shall be given five (5) days prior notice of a hearing, have the right to be present and to state its views at all levels of this procedure. The FEDERATION shall have the right to appeal the disposition of a grievance if such disposition is alleged to be a violation of this Agreement.

2. Timeliness: In order for a grievance to be timely, it must be filed in writing within thirty (30) days after the occurrence or knowledge of the situation, condition, or action giving rise to the grievance.
3. Failure of a grievant to file in writing a complaint within thirty (30) days or to proceed to the next step as provided in the procedures shall cause the grievance to be deemed to have been waived. Failure of the COMMITTEE and/or its agents to respond as provided in the procedures at any step shall constitute a denial of the grievance and the grievant shall have the right to proceed to the next step in the procedure. Any time limits specified in the Article may be extended only by mutual agreement of both parties reduced to writing.
4. No Reprisal: The fact that a grievance is raised by a member of the bargaining unit, regardless of the ultimate disposition of such grievance, shall not be recorded in the employee's file nor in any file nor record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall such paraprofessional or paraprofessionals who participate in any way in the grievance procedure be subjected to reprisal for having processed a grievance. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the individual in question files a written request that all such documents, communications and records be included in his personnel file.
5. At Arbitration the grievant and the School Committee shall have the following rights:
 - a. To be present at the hearing;
 - b. To hear testimony;
 - c. To give testimony;
 - d. To call others to give testimony;
 - e. To question whether personally or through a FEDERATION or COMMITTEE representative, any person giving testimony.

6. Except in cases of arbitration hearing, grievances shall ordinarily be processed at times which do not disrupt the educational programs in the schools or interfere with the paraprofessional's responsibilities.
7. If grievances are processed during the school day by mutual agreement of the parties, then released time shall be provided to all parties of interest without loss of pay or benefits.
8. Time limits expressed in this procedure shall be considered maxima and may be extended by mutual agreement.
9. Nothing herein shall require the FEDERATION to process a grievance through arbitration.
10. Grievances shall be initiated at the administrative level giving rise to the grievance. If the administrator determines that the grievance has been improperly filed at his level, he/she shall so notify the grievant. The original filing shall be valid for timeliness as provided in the various levels of the grievance process.
11. Class or group grievances involving more than one grievant shall identify the class affected by the grievance at Level One of the grievance procedure.
12. At a School Committee grievance hearing, the FEDERATION and/or the paraprofessional shall have the right to fully present their position regarding the grievance, including the right to speak on their own behalf, to have FEDERATION representation and to produce support for their position through documents or other persons.

ARTICLE XII

ARBITRATION

1. A grievance dispute which was not resolved at the level of the School Committee under the Grievance Procedure may be submitted by the Federation to arbitration. The

proceedings may be initiated by filing with the School Committee and the American Arbitration Association a request for arbitration. The notice shall be filed within ten (10) calendar days after receipt of the decision of the School Committee, under the Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceedings.

2. The arbitrator shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision of the arbitrator, if made in accordance with the jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.
3. The arbitrator shall not add to, subtract, or alter any of the provisions of this Agreement nor may he substitute his judgment for that of the Employer on any matter within the Employer's discretion.
4. If any action is initiated in any state or federal regulatory or administrative agency or judicial forum by or on behalf of the employee(s) and/or the Union concerning any action or inaction by the Employer or any claimed violation or contested interpretation or application of this Agreement, then the grievance and arbitration provisions of this Agreement shall be permanently closed.

ARTICLE XIII

VOIDABLE WAIVER CLAUSE

The withholding or failure by either party to exercise any of its rights recognized or reserved by this Agreement shall not be deemed a waiver of such recognized or reserved rights in the future and shall not constitute a modification of this Agreement.

ARTICLE XIV

NO-STRIKE, NO-LOCKOUT CLAUSE

1. The parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages; slow-downs; or interferences or interruptions with the production or operations of the School System by any employees or the Union; and there shall be no lock-outs by the Employer.
2. Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other Employers or Unions) who are not signatory parties to this Agreement.
3. Employees who violate this provision shall be subject to disciplinary action, including discharge. The Committee reserves the right to immediately pursue all legal courses of action against both the Federation, its affiliates and the employees in the event of a strike as defined above, including their right to go to Arbitration as set forth in Article II of this Agreement.

ARTICLE XV

LOSS OF SENIORITY

An employee's seniority rights shall cease and his employment with the Employer shall terminate:

1. If the employee voluntarily quits. However, if the employee should report for the start of his next scheduled shift (not to exceed three (3) calendar days) and no substitute has been called in* or replacement hired, the Committee shall give consideration to the employee's request to be reinstated with full seniority.

*If a substitute had already been called in on the day following the quit prior to the scheduled start time and prior to the employee reporting, the employee shall not be paid for the day.

2. If the employee retires or resigns.
3. If the employee is discharged for just cause.

3. If he fails to report for work for a period of three (3) working days, without permission and fails to notify his Supervisor during said period of any valid reason for his absence.
4. If he is laid off, and his layoff is continuous for a period in excess of fifteen (15) months.
5. If he fails to report his availability to report back to work following his layoff, within three (3) working days after being recalled by a written notice of recall sent by the Employer to said employee's last known address on the Employer's records, unless such failure to report back is due to reasons beyond said employee's control, satisfactory proof thereof is offered to the Employer, and the employee notifies his Supervisor or said reasons as soon as possible. It is agreed by the parties that the employee shall report for work immediately following a two-week (2) notice period to any interim Employer.

ARTICLE XVI

SAVINGS CLAUSE

1. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Federation.
2. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XVII

DURATION

This Agreement and each of its provisions shall be in effect as of August 29, 2007, and shall continue in full force and effect until August 28, 2010 at midnight.

This Agreement signed this _____ day of _____, 2007

For the Pittsfield School Committee

**For the Pittsfield Federation of School
Employees
Paraprofessional Unit**

By: _____

By: _____

APPENDIX A**Basic Salary Schedule**

<u>Step</u>	<u>8/29/07-8/28/08</u>	<u>8/29/08-8/28/09</u>	<u>8/29/09-8/28/10</u>
0	\$7.66	\$8.04	\$8.20
1	\$8.04	\$8.36	\$8.53
2	\$8.36	\$8.69	\$8.86
3	\$8.75	\$9.10	\$9.28
4	\$9.31	\$9.68	\$9.87
5	\$9.98	\$10.38	\$10.59
6	\$10.41	\$10.83	\$11.05
7	\$11.23	\$11.68	\$11.91
8	\$11.71	\$12.18	\$12.42
9	\$12.29	\$12.78	\$13.04
10	\$13.07	\$13.85	\$14.13

APPENDIX B

**PITTSFIELD PUBLIC SCHOOLS
Pittsfield, Massachusetts**

PARAPROFESSIONAL'S EVALUATION FORM

School Year: _____

PARAPROFESSIONAL'S NAME: _____

SCHOOL/PROGRAM ASSIGNMENT: _____

DATE PARAPROFESSIONAL FIRST EMPLOYED: _____

**INSTRUCTIONS FOR EVALUATING
PARAPROFESSIONAL STAFF**

Purpose. This form is intended to record the evaluator's assessment of the above-named person's job performance as a paraprofessional during the school year shown. The purpose of the evaluation is to recognize paraprofessionals' effective or outstanding performance and to improve less than satisfactory performance.

Schedule. **This form is to be completed and signed by the primary evaluator and provided to the paraprofessional by not later than June 1.** Prior to completing the written evaluation a meeting should be held with the paraprofessional by her/his evaluator(s) to review the individual's performance. The paraprofessional being evaluated shall have an opportunity to make written comments about the evaluation she/he receives. Those comments will be considered part of the final evaluation document.

Issue(s) of Concern During School Year. If during the school year the evaluator believes that the paraprofessional is having a serious job performance problem then the problem must be addressed with the employee as an area of concern. The results of a meeting held to address an area of concern, including statements of how the paraprofessional is to improve her/his job performance or the evaluator's indication of continuing concern, should be put in writing for the paraprofessional promptly after the meeting is held. Reference to the paraprofessional's having addressed the area of concern satisfactorily or unsatisfactorily must be made when completing the final evaluation form.

PART I

DIRECTIONS: Check the box next to the job performance category that best reflects your judgment of the paraprofessional's job performance throughout the school year in that area. A '5' is the highest rating and indicates optimal job performance. A '1' is the lowest rating and indicates wholly unsatisfactory job performance. 'N/A' means 'not applicable to assignment.'

Employee Rating

Job Performance Area1

2 3 4 5 N/A

1. Is punctual in arriving for assignments						
2. Communicates effectively with peers and supervisors						
3. Co-operates with colleagues						
4. Is well-organized in work habits						
5. Remains on task						
6. Takes direction well						
7. Is attentive to the classroom's needs as a learning environment for all the students						
8. Exhibits good rapport with students						
9. Shows initiative in meeting students' needs						
10. Exhibits patience with students						
11. Communicates effectively with students						
12. Models appropriate behavior with students						
13. Deals effectively with disruptive student behavior						
14. Participates in professional development opportunities						

Have areas of concern raised during the school year been satisfactorily corrected by the end of the

year? (Check one) _____ YES _____ NO _____ Not Applicable

PART II

DIRECTIONS. The evaluator should take note in the spaces provided below of any areas of job performance that the evaluator believes should be (a) recognized for particular commendation and (b) indicated as areas for improvement in job performance. If areas for improvement are noted then the evaluator should be as specific as possible about the nature of the concern and the changes needed in order to show the desired improvement in performance.

A. Areas for Commendation.

B. Areas for Improvement.

PART III

DIRECTIONS. The paraprofessional who is being evaluated in this form should write here any comments regarding the evaluation presented in Parts I and II that she/he wishes to make. The paraprofessional's comments will be considered as part of the evaluation document. (Use extra pages if necessary.)

Paraprofessional's Comments.

PART IV

DIRECTIONS: The paraprofessional's evaluators should sign and date this form upon its completion. The signed and completed form is to be provided to the paraprofessional by not later than June 1. **The paraprofessional should sign and date the form after she/he has received it** and made any comments in Part III, and then should **return the form to her/his primary evaluator before the end of the school year.**

Primary Evaluator's Signature: _____ Date: _____

In-put Evaluator's Signature: _____ Date: _____

In-put Evaluator's Signature: _____ Date: _____

Paraprofessional's Signature: _____ Date: _____