

CONSTITUTION OF THE SPRINGFIELD FEDERATION OF PARAPROFESSIONALS LOCAL 4098, AFT MASSACHUSETTS, AFL-CIO

ARTICLE X - BUILDING REPRESENTATIVE DUTIES

- 1) To represent all Paraprofessionals at each location
- 2) To maintain a **personal email account and current phone number** to conduct union business. This email address and current phone number should be on file in the union office.
- 3) To keep Paraprofessionals informed and listen to the concerns of the members and communicate these concerns with the principal and President.
- 4) To email the Treasurer when there are changes of personnel in the building.
- 5) To **distribute all Paraprofessional mailings and information** sent to the Building Representative from the Local to all the members of the building. Maintain an up-to-date Local 4098 Bulletin Board in the building.
- 6) The Building Representative is the agent of the Federation in her/his building, and is responsible for the implementation of the Collective Bargaining Agreement in that building.
- 7) The Building Representative is responsible for overseeing Step One of the grievance procedure as outlined in the Collective Bargaining Agreement.
- 8) To **attend all Local 4098 Meetings/Trainings**. If you are unable to attend a meeting, you must notify the 1st Vice President prior to the meeting via email.
- 9) Attend disciplinary meetings at the building level to represent the affected member, **take comprehensive notes and maintain records**.
- 10) File an **activity log** with the Treasurer, for the current school year, annually at the last Membership Meeting.
- 11) Building Representatives **must fulfill all of the above duties** in order to receive the annual building representative stipend.



Springfield Federation of Paraprofessionals Contact List 2021-2022

OFFICERS

Catherine Mastronardi 413-949-9165	mastronardic@comcast.net	President c/o Central Office
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Kim Thompson	kirwin03@verizon.net	1st Vice President c/o HS of Science and Technology
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Irene Vershon	irenevershon@yahoo.com	2nd Vice President c/o Central High School
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Debora Bys	rbys40@verizon.net	Secretary c/o Lynch Elementary School
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Fay Borgatti	fayborgatti@comcast.net	Treasurer c/o Sumner Elementary School
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COMMITTEE CHAIRPERSONS

Narly Bedoya	Negotiations	narlyb@hotmail.com
Barbara Boucher	Retirement/Social	boucherb47@gmail.com
Karen Carney	Political Action & Legislative	karen.carney1@gmail.com
Sonia Moffett	Diversity and Inclusion (formerly Human Rights) & Professional Development	soniahenriquez40@gmail.com
Debora Husbands	Elections	dlhusbands@gmail.com
Donna LaPierre	Membership	djl82568@aol.com
Maria Rosa	Grievance	homeinteriorsmariarosa2004@yahoo.com
Kareem White	Public Relations	whiteka43@gmail.com



Virtual Membership Meetings

September 22, 2021 4:00 pm

January 26, 2022 4:00 pm

Election of Constitutional Officers

June 1, 2022 TBA

Contract Action Meetings

September 8, 2021 4:00 pm

TBA

Building Representative Meetings

August 23, 2021 3:00 pm

September 21, 2021 4:00 pm New Building Representative Training

TBA

*Any changes/additions to the schedule will be announced





Approved by School Committee 04/29/21

SPRINGFIELD PUBLIC SCHOOLS
School Calendar
2021 – 2022

Aug. 23 – 26 - Teacher Workdays (PD)
 Aug. 27 - Convocation
 Aug. 30 - School begins - Grades 1 - 12
 Aug. 30 - Sept. 3 - Kindergarten Screening

August 2021				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Feb. 21 - Schools Closed - Presidents' Day
 Central Office is also closed
 Feb. 22 - 25 - Schools closed for Mid-Winter Vacation
 Feb. 28 - Schools reopen

February 2022				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

Sept. 6 - Schools Closed - Labor Day
 Central Office is also closed
 Sept. 7 - Kindergarten students begin
 Sept. 8 - Preschool students begin
 Sept. 14 - Schools closed - Teacher Professional Day

September 2021				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

March 2022				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

October 11 - Schools Closed - Columbus Day
 Central Office is also closed

October 2021				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April 15 - Schools Closed - Good Friday
 Central Office is also closed
 Apr. 18 - Schools Closed - Patriots' Day
 Central Office is also closed.
 Apr. 19 - 22 - Schools Closed for Spring Vacation
 April 25 - Schools reopen

April 2022				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Nov. 2 - Schools Closed - Teacher Professional Day (Election Day)
 Nov. 11 - Schools Closed - Observance of Veterans' Day - Central Office is also closed
 Nov. 24 - 26 Schools Closed for Thanksgiving Vacation
 Central Office is also closed Nov. 25 and 26
 Nov. 29 - Schools reopen

November 2021				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May 30 - Schools Closed - Memorial Day
 Central Office is also closed

May 2022				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Dec. 23 - 1/2 Day - Last school day before the Holiday Vacation (Dismissal will be covered by bulletin)
 Dec. 24 - Dec. 31 - Schools Closed - Holiday Vacation
 Dec. 24 - Central Office is also closed
 December 25 - Christmas
 Dec. 31 Central Office is also closed

December 2021				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June 23 - 1/2 Day - *Tentative End of School Year (Dismissal will be covered by bulletin)
 June 20th - Schools Closed - Observance of Juneteenth Day
 Central Office is also closed

June 2022				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

*Tentative End of School Year Date includes 5 snow days.
 Schools will close after they have been in session for 180 pupil school days. Official end date and dismissal will be covered by bulletin.

January 1 - New Years Day
 Jan. 3 - Schools reopen
 January 6 - Schools Closed - Teacher Professional Day
 Jan. 17 - Schools closed - Dr. Martin Luther King, Jr.'s Birthday - Central Office is also closed

January 2022				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

Yellow = Schools Closed (pupils only)
 Green = Schools and District Offices Closed (pupils and staff)
 Orange = Holiday Falls on a Saturday or Sunday



Unit D Calendar of Compensation 2021-2022

PP #	PP END	PAY DATE	Total Days	Type				EXPLANATION
				SD	PD	Conv	H	
1	8/27/2021	9/3/2021	5		4	1		4 PD/ 1 Convocation
2	9/10/2021	9/17/2021	10	9			1	Labor Day (9/6)
3	9/24/2021	10/1/2021	10	9	1			1 PD Day (9/14)
4	10/8/2021	10/15/2021	10	10				
5	10/22/2021	10/29/2021	10	9			1	Columbus Day (10/11)
6	11/5/2021	11/12/2021	10	9	1			1 PD Day (11/2)
7	11/19/2021	11/26/2021	10	9			1	Veteran's Day (11/11).
8	12/3/2021	12/10/2021	9	7			2	1 unpaid day (11/24); Thanksgiving Day (11/25)& Friday(11/26)
9	12/17/2021	12/24/2021	10	10				
10	12/31/2021	1/7/2022	7	4			3	Early dismissal 12/23, Winter Vacation 3 Paid (12/24, 27 & 28) 3 unpaid days (12/29, 30 & 31)
11	1/14/2022	1/21/2022	10	8	1		1	New Years Day (1/1) 1 PD Day (1/6)
12	1/28/2022	2/4/2022	10	9			1	Martin Luther King Day (1/17)
13	2/11/2022	2/18/2022	10	10				
14	2/25/2022	3/4/2022	6	5			1	Midwinter Vacation - President's Day (2/21); 4 unpaid days (2/22 ,23, 24 & 25)
15	3/11/2022	3/18/2022	10	10				
16	3/25/2022	4/1/2022	10	10				
17	4/8/2022	4/15/2022	10	10				
18	4/22/2022	4/29/2022	6	4			2	Good Friday 4/15- Spring Vacation/Patriot's Day (4/19); 4 unpaid Days (4/20,21,22 & 23)
19	5/6/2022	5/13/2022	10	10				
20	5/20/2022	5/27/2022	10	10				
21	6/3/2022	6/10/2022	10	9			1	Memorial Day (5/30)
22	6/17/2022	6/24/2022	9	9				Last Day-June 16th (Early Dismissal)
Total Days			202	180	7	1	14	

The dates in red are days you can use your IWC AVAIL days during the school year. Don't forget to email your Principal and check if you want to see them.





Central Office
1550 Main Street
PO Box 1410
Springfield, MA 01103

Sick Leave Bank Process (Bargained)

The Sick Leave Bank is available to all eligible members covered under their respective Collective Bargaining agreement(s) in the event of a serious illness. It is available to unit members who have exhausted all of their annual/ or accumulated regular sick time. To utilize the Sick Leave Bank, the employee must furnish the Sick Bank Committee(s) with the following documentation:

1. Formal letter from the employee addressed to the Sick Bank Committee(s) requesting time from the sick bank. The letter must be signed and include the following:
 - a. Total numbers of days requested
 - b. Reason for the request
 - c. Specific dates that the requested days will cover
2. Medical certification from the treating physician verifying that the employee has a serious illness (provide a diagnosis), dates of illness, expected return to work, and any limitations or restrictions.

The Sick Leave Bank Committee(s) may grant up to a maximum of **(30)** sick days per school year in accordance with all respective Collective Bargaining Agreements; with the exception of SAA Administrators. SAA Administrators, per the collective bargaining agreement, may grant up to a maximum of **(36)** sick days per school year. The Committee(s) informs each member in writing, within ten (10) school days of the request of any action(s) taken regarding sick leave requests. Incomplete sick leave requests will be denied.

All Sick Bank requests should be addressed to:

Human Resources
1550 Main St, 2nd Floor Springfield, MA 01103
Fax: (413) 787-7211 or (413) 750-2733

As a professional courtesy and in accordance with the collective bargaining agreements, you should continue to notify your Principal/Supervisor if you plan to be absent from your duties for more than (3) consecutive days.

Additional questions or concerns can be directed to Human Resources at 413-787-7100 ext. 55390.



OUTSIDE VENDOR CONTACTS

Deferred Compensation

SMART Plan Heather Kane 781-296-9948

CIGNA Dental & Vision 800-244-6224

Massachusetts Municipal
Insurance Program

Short Term and Long Term Disability

Universal Life Products

Michael Jenks 800-445-4493 x 31
Jan Hawkes 508-497-3930 x 34

Medical and Dependent Care Accounts (FSA)

WageWorks 800-950-0105

AFLAC Benefits

Filipe Coelho 203-878-0420 x105

EAP

1-800-252-4555

Benefit Information

Insurance Department 787-6055

e-mail: benefits@springfieldcityhall.com

Insurance Department address

City Hall
Room 18
36 Court Street
Springfield, MA 01103

To contact any of the health insurance vendors – refer to the last page of the GIC Decision Guide.



Problems are part of life



GETTING HELP IS SIMPLE

Just call **800.252.4555** 24/7 to reach a professional counselor.

We all face problems from time to time. Usually, we can handle them ourselves without the help of outside resources.

But sometimes it makes more sense to reach out for help. That is why your employer provides you and your family with a confidential Employee Assistance Program, a benefit that provides resources and solutions for the problems you encounter. Just as health insurance is designed to address your physical health, your EAP benefit is designed to assist your emotional and mental well-being. And because your employer has covered the entire cost of services, there is no cost to you.

GETTING THE HELP YOU NEED

Call anytime for confidential assistance. To reach a counselor for any of your EAP needs, call toll free:

800-252-4555 OR 800-225-2527
OR VISIT theEAP.com

Introducing your Employee Assistance Program

COUNSELING BENEFITS

Help with personal issues from relationships to stress and substance abuse.

WORK/LIFE BENEFITS

Assistance for other personal, financial and legal issues.

INFORMATION RESOURCE BENEFITS

Access a vast collection of self-help tools and articles.

LIFESTYLE BENEFITS

Discounts to help with fitness, nutrition and weight management.

PERSONAL DEVELOPMENT BENEFITS

Help balancing your work, life and career.

WELLNESS BENEFITS

Information and resources to improve your overall wellness.



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Central Office
1550 Main Street, 2nd Floor
P.O. Box 1410
Springfield, MA
01103-1410

SPRINGFIELD PUBLIC SCHOOLS - SPRINGFIELD, MASSACHUSETTS

Dear Paraprofessionals:

The Springfield Federation of Paraprofessionals and the School Committee entered into a new contract on October 5, 2017. We recognize that you play a key role in the education and development of our students; and coming to work is critical to that role. A key provision in the new contract that we would like to highlight is the ability to earn up to eleven (11) paid incentive days as a benefit for good attendance.

Members of Unit D may use the paid incentive days that they earned the previous school year, during the following school year when school is closed due to weather or vacation periods. For example, a paraprofessional who has earned incentive days may elect to use earned incentive days to get paid during February vacation when school is not in session. The earned incentive day language is contained in two separate provisions of the contract as detailed below.

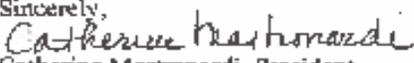
The first provision allows a member of the paraprofessional bargaining unit the ability to earn one (1) incentive day for each school month in which the employee does not have any absences, up to a maximum of ten (10) days. The language in the contract specifically provides as follows:

"Effective with the 2013-14 school year employees will earn incentive leave days based on their attendance from the previous school year (if employed by the Springfield public schools for the entire school year as a member of the bargaining unit) pursuant to the formula below. Employees with earned incentive days from the previous school year will notify their school clerk when they wish to use an incentive day. Incentive days may be used any time during the school year for days when school is closed due to weather or vacation periods. Unused incentive days will be paid in the final payroll in June. . . . Jury duty leave and bereavement leave shall not count as an absence under this paragraph. . . . Effective with the 2017-18 school year employees will earn one incentive day (based on their regular daily rate of pay) for each school month (September-June) in which the employee does not have any absences. The maximum number of days that can be earned in a school year is ten (10).

A second section was added to the contract to allow a member of the bargaining unit the ability to earn an additional incentive day if they use four (4) or fewer sick and disability days. That new section specifically states:

Effective with the 2017-18 school year employees (if employed by the Springfield public schools for the entire school year as a member of the bargaining unit) who utilize four (4) or fewer sick and disability leave days will earn an incentive day to be used in the following school year for pay on unpaid weekdays when school is not in session (i.e. snow days or unpaid school vacation days).

We hope you take advantage of the new incentive day provisions in the contract and thank you for your part in providing our students with essential support services critical to their success.

Sincerely,

Catherine Mastronardi, President
Springfield Federation of Paraprofessionals


Daniel J. Warwick, Superintendent
Springfield Public Schools

A Culture of Equity and Proficiency



www.springfieldfederationofparaprofessionals.org



A GOOD UNION MEMBER STRIVES TO:

Learn about union rights and benefits

Speak up when the employer violates the contract

Attend union meetings, ask questions, and help shape union policies

Stand up for co-workers in disputes with management

Help with pickets, community outreach, and other activities that build union power

Respect fellow workers regardless of race, gender, age, national origin, religion, or sexual orientation

Read union publications and notices

Support political candidates who stand up for labor

Heed the call when sister unions ask for solidarity.

Work safely, do his or her share, and help others

For copies:
www.workrightspress.com
1-800-576-4552

WEINGARTEN RIGHTS

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working condition, I respectfully request that my union representative or steward be present at the meeting. Without representation, I choose not to answer any questions."

GUIDELINES for union representatives at MISCONDUCT INTERVIEWS



Under federal and state labor laws, when an employer interrogates a worker about suspected misconduct, the worker can request the assistance of any available union representative and can refuse to answer questions until the request is granted. These are known as "Weingarten Rights."

Your job at the interview is to 1) help the worker avoid making damaging statements; 2) serve as a witness in case the employer tries to distort the conversation; and 3) point out extenuating circumstances.

The Weingarten rules give representatives the following rights:

- **On request**, you must be told the subject matter of the interview, i.e., the type of misconduct being investigated
- **You must be allowed** to meet privately ("caucus") with the worker

- **In the caucus**, you can advise the worker on how to answer questions, including how to avoid dishonest answers or insubordinate conduct
- **During the interview**, you can object to intimidating or confusing questions
- **When the interview concludes**, you can make an argument on the worker's behalf, pointing out reasons why discipline would be inappropriate

Here are some possible arguments:

- The rule the worker is accused of violating has not been distributed
- The rule has not been enforced
- Other workers were given minimal discipline for comparable violations
- The worker suffers from a medical condition or has had a recent setback in her personal life
- Poor supervision contributed to the problem
- The worker should be afforded the right to confront her accuser
- The worker's record of service warrants leniency

Keep notes of the meeting and begin your own investigation as soon as possible.



For copies: www.workrightspress.com
1-800-576-4552



Weingarten Rights

In the 1975 case NLRB v. J. Weingarten Inc., the U.S. Supreme Court declared that unionized employees (in the private sector) have the right to have a building representative present during an investigatory meeting with management when the employee believes the meeting might lead to disciplinary action being taken against him/her. According to the court, these rights arise as a result of the proper functioning of the National Labor Relations Act (NLRA). The rights flow from NLRA §7's guarantee of the right of employees to act "in concert for mutual aid and protection." Denial of this right violates NLRA §8(a)(1). While this case applies to workers in the private sector, some public employees have similar rights, and the rules vary from state to state. The Massachusetts Department of Labor Relations has adopted the Weingarten rules for public employees covered by Massachusetts General Laws, Chapter 150E.

Weingarten rights apply during investigatory interviews when a supervisor questions an employee to obtain information that could be used as grounds for discipline. When an employee believes such a meeting may lead to discipline, he/she has the right to request union representation. These basic Weingarten rights stem from the Supreme Court's decision:

The employee must request representation before or during the meeting.

After an employee makes the request, the supervisor has these choices:

- grant the request and wait for the union representative's arrival;
- deny the request and end the meeting immediately; or
- give the employee the choice of either ending the meeting or continuing without representation.

If the supervisor denies the request and continues to ask questions, the employee has a right to refuse to answer. In addition, the supervisor is committing an unfair labor practice.

Employee Rights in "Weingarten" Meetings

Beware that management is not obligated to inform employees of their Weingarten rights – employees must ask for them. Unlike Miranda rights – where police are required to tell a suspect of his/her right to an attorney, etc. – employees must ask for their Weingarten rights.

Some locals provide members with a wallet-sized card they can keep with them. If they find themselves in a meeting they believe may lead to discipline, they can read or hand the card to the supervisor.



Building Representative Rights in “Weingarten” Meetings

- ✓ Ask to be informed of the purpose of the meeting.
- ✓ Meet with the employee before the supervisor begins questioning the employee.
- ✓ If necessary, request clarification of a question before the employee responds.
- ✓ Offer advice to the employee on how to answer a question.
- ✓ Provide additional information to the supervisor after the meeting is over.

If called into a “Weingarten” meeting, you should also:

- 1) take detailed notes on the questions asked and the answers given during the meeting;
- 2) help the employee remain calm during the meeting, and remind the employee to keep answers short and truthful and not volunteer additional information.

The Duty of Fair Representation

When the union wins a representation election, it gains a special status – it is certified as the exclusive representative of all employees in the bargaining unit. The union has the authority to negotiate and administer the contract and address issues concerning the terms and conditions of employment.

With this status comes a responsibility known as the duty of fair representation. This duty is not found in a particular law or statute; rather, it is the result of several court decisions that were handed down through the years. Simply put, the union has the duty to fairly represent all employees in the bargaining unit, regardless of whether they are members, agency fee payers or non-members. The duty of fair representation is covered by Massachusetts General Laws, Chapter 150E.



As a Building representative you are always representing the union as a whole in your daily conversations and actions. In order to be an effective Building Representative, you must know the grievance procedure and the rights of workers in the contract and under applicable laws. In addition, the Building Representatives represents workers in informal problem-solving efforts and discussions with management.

Types of Grievances

There are four types of grievances that the union building representative can initiate.

Individual: This is when a management violation of the contract affects only one employee. Example: If Mary Adams was not allowed to take her afternoon 15-minute break, which was called for in the contract, the union could file a grievance on her behalf.

Group: In some cases, a management violation of the contract affects more than one person. Example: If Mary Adams, Nick Brown, Patty Carson and Roger Davis were not allowed to take their afternoon 15-minute breaks, they could file a group grievance.

Union: Sometimes a contract or Memorandum of Understanding violation may affect the union as an institution. Example: If management failed to provide space for a union bulletin board required by the contract, a union grievance could be filed. Union grievances protect the right of the union to function as the certified employee representative. In some instances, management may violate the contract but employees may be unwilling or afraid to file a grievance. The building representative has the option of filing a union grievance on behalf of the affected bargaining unit members.

Class Action: A class action grievance is one that is filed on behalf of a "class" of affected employees. The class may be as broad as the entire bargaining unit, or it may be more narrow – e.g., a particular job classification, job title or shift or, for example, "all women in the bargaining unit." Example: If Office Assistant IIs were not given back pay after a reclassification of the position, a class action grievance could be filed for all employees with that job title.



GRIEVANCE PROCEDURE

The prompt, informal and confidential adjustment and settlement of grievances is encouraged and therefore the following procedure to accomplish these purposes is hereby established.

A. Definitions

1. A grievance is a claim by an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

2. As used in this Article, the term "employee" means (1) an individual employee, (2) a group of employees having the same grievance, or (3) the Federation.

B. General Provisions

1. Members of the bargaining unit as defined in Article I of this Agreement shall not serve as employer representatives in any formal steps of the Grievance Procedure.

2. Any grievance as defined in A, above must be presented for disposition through the Grievance Procedure within **fifteen (15) days** of the occurrence of the grievance or the first knowledge of its occurrence, whichever is later.

3. Failure at any step of the Grievance Procedure to appeal within the specified time limits shall be considered acceptance by the employee of the decision rendered.

4. Failure at any step of the Grievance Procedure to communicate a decision within the specified time limits shall permit the employee to proceed to the next step.

5. Time limits at any step may be extended by mutual agreement.

6. All written communications, documents and records relating to any grievance will not become a part of the employee's personnel file.

7. Conferences with employees, necessary for processing grievances, shall be scheduled so that they do not interfere with the duties and responsibilities of the employee.

8. The Federation shall have the right to initiate a grievance at any appropriate step of the Grievance Procedure.

9. Whenever a grievance is presented at any step by the employee personally, the Federation representatives shall be given the opportunity to be present and state the views of the Federation.



C. Procedures

STEP 1 - Informal Discussion

An employee and Federation representative (if the employee so desires) shall first discuss the problem with the school official serving as the employees' immediate administrative superior. Such informal discussion shall be held within two (2) days of the request of the employee.

STEP 2 - Principal or Immediate Superior

If the matter is not satisfactorily adjusted by an informal discussion, the employee may submit the grievance in writing to the principal or his immediate superior. The administrative superior shall meet with the employee within five (5) school days of receipt of the written complaint. At the conference, the employee may be represented by the appropriate Federation representative. The principal or immediate superior shall communicate the decision in writing with copies to the employee and the Federation within five (5) school days of the aforesaid conference.

STEP 3 - Superintendent of Schools

If the grievance is not resolved at STEP 2, the employee may appeal from the decision at STEP 2 to the Superintendent of Schools within five (5) school days after the decision of the appropriate superior has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the decision at STEP 2.

The Superintendent of Schools or his designee shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Federation representative shall be given at least two (2) school days' notice of the conference and an opportunity to be heard.

Notice of the conference shall also be given to the administrators involved at STEP 2, who may be present at the conference and state their views.

The Superintendent shall communicate his decision in writing together with the supporting reasons, to the employee and the Federation within ten (10) school days after receiving the appeal.

The administrators present at the conference shall also receive a copy of any decision at this level



Past Practice

In general, a past practice is not covered in the contract but, over time, has come to be accepted as an employment condition. To cite "past practice," these four elements must be present:

A Clear and Consistent Course of Conduct: The practice has to be normal activity. A "past practice" is not a vague activity or an occasional lapse in the usual way of doing business.

Activity Over a Reasonable Duration: The phrase "reasonable duration" is subjective and indefinite. Arbitrators decide – on a case-by-case basis – whether a practice has gone on "long enough" to be considered a condition of employment. One or two occurrences a year won't be considered consistent over a reasonable duration. However, the same activity repeated once a week for five years might be.

Full Knowledge: Both parties, management and the union, must know the practice exists. This does not have to be officially stated or recognized, but it does have to be verified.

The Contract Is Silent or Ambiguous: When the contract is silent on the activity, the practice may be considered to be an implied term of the contract if all of the above elements are present. Where contract language is vague or ambiguous, it is implied the two parties intended the activity to be covered by the contract. Arbitrators look to the past practice to determine the intent of the contract. In addition, the union must demonstrate that harm was done to affected employees by management's changing the practice.



Asking the Right Questions-The 5 W's

Start by asking the same basic questions – known as the “5 Ws” – to each person you talk to.

- ❖ **Who** was involved? Names of people involved in event, including witnesses.
- ❖ **What** happened? Description of the event.
- ❖ **Where** did it happen? Location of the event.
- ❖ **When** did it happen? Date and time the event occurred.
- ❖ **Why** is this a grievance? Contract sections being violated.

Use the “Grievance Fact Sheet” to make sure each of these questions is asked and answered.

Remember

- Listen carefully to what each person has to say.
- Take notes during or after each conversation. Review these notes to make sure the information is accurate and complete.
- Follow up to verify information; fill in gaps and clear up discrepancies.



SPRINGFIELD FEDERATION OF PARAPROFESSIONALS, LOCAL 4098, AFT, AFL-CIO

Grievance Fact Sheet

This form is to be used by the Building Representative to aid in investigating a grievance. The FACT SHEET outlines the information that will be necessary to develop a strong case. Use additional pages to document all the details.

DO NOT TURN THIS FORM INTO MANAGEMENT. THIS INFORMATION IS FOR THE UNION'S USE ONLY.

GRIEVANT _____

SCHOOL LOCATION _____

JOB TITLE _____ DATE OF HIRE _____

What Happened? Also describe incidents which gave rise to the grievance.

Who was involved? Give names and titles (include witnesses) _____

When did it occur? Give day, time, date(s) _____

Where did it occur? Specific locations _____

Why is this a grievance? What is management violating: contract, rules and regulations, unfair treatment, existing policy, past practice, local, state, federal laws, etc.

What adjustment is required? What must management do to correct the problem?

Additional comments: Use reverse side if needed _____

GRIEVANT'S SIGNATURE _____ DATE _____

GRIEVANT'S HOME ADDRESS _____

GRIEVANT'S PHONE NUMBER _____

BUILDING REPRESENTATIVE'S SIGNATURE _____ DATE _____

BUILDING REPRESENTATIVE'S PHONE NUMBER _____

NOTE: A COPY OF THIS FORM TO BE COMPLETED BY THE BUILDING REPRESENTATIVE INITIATING THE GRIEVANCE PROCEDURE AND TO BE TURNED IN TO: Catherine Mastronardi, President, c/o Central Office and Donna LaPierre, Grievance Committee Chairperson c/o Forest Park Middle School.



What If There Is No Grievance?

Not every employee issue is a legitimate grievance. After conducting a thorough investigation and consulting with other building representatives and local officers, you may conclude that management has not violated the contract, work rules, policies, past practice, etc., or done anything that falls within the definition of a grievance.

What to Do If It's Not a Grievance

- ❖ Inform the worker of your conclusion in a face-to-face conversation.
- ❖ Provide the employee with the opportunity to explain why he/she thinks a grievance should be filed – based on the contract or work rules or other criteria for filing a grievance.
- ❖ Even in cases where it might not be appropriate or effective to file a grievance, it is likely that a problem still exists. Talk with other building representatives and employees to see if a broader problem exists.
- ❖ Hold an informal meeting with management and the affected employee(s) to see if a resolution is possible.
- ❖ Work with a group of members to develop an action plan to solve the problem outside of the grievance procedure



Local 4098 Member of the Month



Do you know a member of our unit who goes above and beyond? Would you like to nominate that person for recognition within our local? We would like to acknowledge a single member of our unit on a monthly basis for their contributions to our members and our local. Please email **mastronardic@comcast.net** to nominate a member and tell us a little about why you think we should recognize them as the "Local 4098 Member of the Month".



