

WACHUSETT REGIONAL SCHOOL DISTRICT

HOLDEN ♦ PAXTON ♦ PRINCETON ♦ RUTLAND ♦ STERLING

Minutes

Thursday, May 24, 2018

Executive Session

Media Center  
Wachusett Regional High School  
1401 Main Street, Holden

*Wachusett Regional School District Committee*

Kenneth Mills, Chair	Stephen Godbout
Christina Smith, Vice-chair	Susan Hitchcock
Scott Brown	Matthew Lavoie
Thomas Curran	Linda Long-Bellil
Anthony DiFonso	Amy Michalowski
Rachel Dolan	Asima Silva

*Committee Members Absent:*

Michael Dennis	Michael Rivers
Harriet Fradellos	Megan Weeks
Robert Imber	Charles Witkes
Sarah LaMountain	Adam Young
Benjamin Mitchel	

*Committee Members Participating Remotely:*

None

*Administration Present:*

Darryll McCall, Superintendent of Schools  
Jeff Carlson, Director of Human Resources  
Rebecca Petersen, Executive Secretary to the Superintendent

*Municipal Representative*

Sheila Dibb

Chair Mills called the executive session to order at 9:21 PM. Chair Mills announced the executive session was called to provide a status update on negotiations with one bargaining unit (Paraprofessionals).

Chair Mills turned the meeting over to Legal Affairs Subcommittee Chair Hitchcock, who in turn asked Director of Human Resources Carlson to provide an overview of the draft Memorandum of Agreement between the Wachusett Regional School District and Teamsters Union, Local 170 (attachment 1). Director Carlson explained the proposed contract is for three years (July 1, 2017 to June 30, 2020). As Director Carlson reviewed the MOA, members were allowed the opportunity to ask questions.

Chair Mills explained that, following this executive session and the review and discussions about the contract proposal, the full School Committee will be asked to vote approval of this contract in open session.

Motion: To adjourn executive session, to return to public session

(S. Hitchcock)

(L. Long-Bellil)

Roll call vote:

*In favor:*

Kenneth Mills  
Christina Smith  
Scott Brown  
Thomas Curran  
Anthony DiFonso  
Rachel Dolan  
Stephen Godbout  
Susan Hitchcock  
Matthew Lavoie  
Linda Long-Bellil  
Amy Michalowski  
Asima Silva

*Opposed:*

None

The motion was approved unanimously.

The executive session adjourned at 9:44 PM.

Respectfully submitted,  
Darryll McCall, Ed.D.  
Superintendent of Schools  
DM:rlp

Attachments:

- Attachment 1 – MOA between the WRSD and the Teamsters Local 170

MEMORANDUM OF AGREEMENT  
between the  
Wachusett Regional School District  
and  
Teamsters Union, Local 170

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The negotiating subcommittees of the Wachusett Regional School District and the Teamsters Union Local 170 have negotiated a successor collective bargaining agreement for the period covering July 1, 2017 through June 30, 2020. Except to the extent referenced in this MOA and pending ratification by the Wachusett Regional School District School Committee and the members of the Teamsters Union Local 170 employed by the Wachusett Regional School District, the terms of the contract, covering July 1, 2015 through June 30, 2017 will remain in full force and effect and will be contained within the resultant successor bargaining agreement referenced herein for the period covering July 1, 2017 – June 30, 2020. The following represent the negotiated changes to the collective bargaining agreement, which will expire on June 30, 2020. The successor contract will have the date references changed where appropriate to reflect the terms of the new contracts. It is expressly understood that the members of both parties bargaining teams will recommend that their principals ratify the terms of this MOA.

- Re-number all Sections within each Article to reflect the Article number as a prefix, e.g. 1.1, etc.

1. Article 1. Recognition

Add – “High School Study Hall Monitors and Life Skills Job Coaches” to list of positions.

Add the following sentence to the end of the Article: “For purposes of this collective bargaining agreement, all references to “Paraprofessionals” shall be understood to also be referring to each of the other job titles listed as positions covered by this bargaining unit in this Article.”

2. Article 2- Grievance Procedure – Replace second paragraph of Level Two with the following language: “The P.G.R.C shall consist of a pool of all bargaining unit Stewards and District Principals. Selection from the pool shall not be a Steward or Principal from the building in which the grievance originated. The P.G.R.C shall have three (3) bargaining unit Stewards and three (3) District Principals selected by the Union Business Agent and Superintendent. The nonvoting conveners of the P.G.R.C shall be the Business Agent and the Superintendent or their designee.”

3. Article 3- Hours and Conditions of Employment.

- a. Subsection 1.0: Replace second to last paragraph in Section 1.0 with the following language: “In the case of an involuntary transfer from one location to another, the affected Paraprofessional shall be given as much prior notice as possible, but under no circumstances shall said notice be less than 5 business days prior to said relocation. This notice will consist of a meeting with the Superintendent or designee, the impacted Paraprofessional(s) and the Union Steward/Business Manager. A reason for the transfer and written notification will be presented at this meeting.”

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- b. Subsection 2.1.: Replace this section in its entirety with the following language: *"All Paraprofessionals shall receive a printed hard copy of their job descriptions at the beginning of each school year. Any changes in this description shall be made only after a meeting of the appropriate Administrative Supervisor, the affected Paraprofessional and their Building Steward."*
  - c. Subsection 2.3.: Replace this section in its entirety with the following language: *"At no time shall any members of the bargaining unit be required or expected to perform any medical related duties. Paraprofessionals will not be required to administer medications to students except on a voluntary basis. However, if the needs of a student or students require a Paraprofessional who has medication delegation, personnel with such qualifications may replace the Paraprofessional in place."*
  - d. Subsection 2.4: Add the following to the end of first sentence of that section: *"...for all hours worked."*
  - e. Subsection 2.4. Add the following new text at the end of this section: *"In such instances two (2) school personnel shall be present. Any paraprofessional whose regular duties do not include changing students' clothing, dealing with soiled undergarments, diapers or fecal matter pursuant to the first sentence of this subsection, who is nonetheless directed to perform those tasks will receive the hourly differential of \$.50 hour for the entire day in which he or she actually performs those services . In Year 2 of this bargaining agreement, the hourly differential will increase to \$.75 an hour for both employees covered by the sentence one of this subsection 2.4 and those who only perform those tasks on an as needed basis. Any paraprofessional participating in any "toileting duties" shall be provided protective clothing/ equipment and safety training necessary to perform these tasks. Under normal circumstances, the duties as described within this section shall not be construed as a violation of the medical related duties prohibition of subsection 2.3."*
- Subsection 2.5. Replace this section in its entirety with the following language: *"All new Paraprofessionals will be CPI trained but Crisis Teams are voluntary. Any Paraprofessional who is required to restrain and document the incident shall receive an hourly differential of \$1.00 for the day during the Year 1 of this Agreement. This hourly differential will be increased to \$1.50 in Year 2 of the Contract. Payment for such restraint shall be made in the pay period in which the restraint occurred."*

4. Article 4- Sick Leave

- a. Section 3.0. Replace "100" with "75" and replace "25%" with "50%"
- b. Section 4.0. Replace "three (3) days per year" with "five (5) days per year."

5. Article 12- Salary

- a. Delete Section 1.3 in its entirety.
- b. Replace Section 1.8 Salary Grids with the attached salary grids
- c. Delete "For FY15" from 2.1"

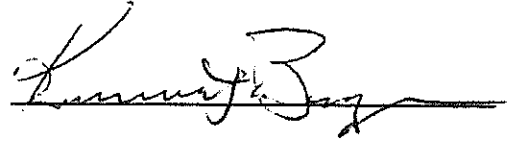
6. Article 13 – Duration – Replace first sentence with the following language: *“This Agreement shall become effective July 1, 2017 and shall continue in full force and effect until June 30, 2020.”*
  
7. Article 15 – Pension Credits & Insurance
  - a. Section 3.0. Replace first sentence with the following language: *“In case of absence due to an industrial accident, the District agrees to allow Paraprofessionals to make up the difference between their average weekly wage and the amount received from workers compensation by drawing down from their sick leave balances.”*
  
8. Article 18 – Dues Deduction and Agency Fee

Add brand new section: *Section-3.0 – DRIVE. “The employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The employer shall submit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employees social security number and the amount deducted from that employee’s paycheck. Any official of the International or Local Union shall be permitted reasonable access to the employer’s premises for the purpose of discussing DRIVE participation on the premises provided such access shall not interfere with the conduct of the employer’s business.”*
  
9. Article 19 – Paraprofessionals as Substitutes. Change *“\$5.00 per hour” to “\$6.00 per hour.”*
  
10. Article 20 – Summer Employment

Add the following new paragraph to the end of this Article: *“The District agrees to pay each Paraprofessional who is asked by the District to perform paraprofessional services during the summer months his or her same hourly rate including longevity, educational, toileting, and CPI differentials, he or she would earn performing those paraprofessional services during the regular school year. The only exception would be if the summer position does not require toileting, in which case there would be no toileting money paid. The District also agrees to extend substitute pay provisions of the Contract to the summer session.”*
  
11. Move provisions regarding FMLA, Small Necessities Leave Act and Parental Leave to Article 6.
  
12. All wages, benefits, and other forms of compensation shall be paid retroactive to July 1, 2017, and shall be paid by the District after ratification by both sides and as soon as administratively possible.(within one month of ratification)

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Darryll McCall, Ed.D, Superintendent of Schools


  
Kenneth Bergen, Union Representative

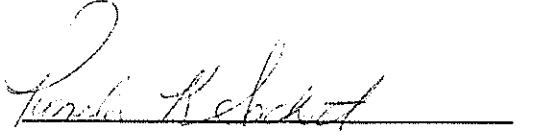
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Kenneth Mills, Chair, School Committee


  
Deb Flynn, Union Negotiating Committee

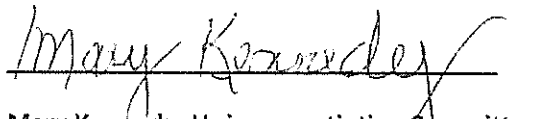
  
Kathy Potvin, Union Negotiating Committee

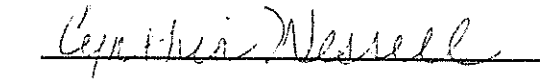
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Lynda Dow, Union Negotiating Committee

  
Pam Sackett, Union Negotiating Committee

  
Claudia Eddy, Union Negotiating Committee

  
Mary Kennedy, Union negotiating Committee

  
Cynthia Wessel, Union Negotiating Committee

**ARTICLE 12 – SALARY**

- All wages move to the Class C rate
- Employees on Step 4 as of June 30, 2017 move to new Step 5
- Employees on Step 5 as of June 30, 2018 move to new Step 6

FY 2018 – July 1, 2017

1% increase

FY 2019 – July 1, 2018

2% increase

FY 2020 – July 1, 2019

2% increase

Salary Schedules:

FY 18 – July 1, 2017

Step 1.....	\$13.31
Step 2.....	\$14.14
Step 3.....	\$14.74
Step 4.....	\$16.00
Step 5.....	\$16.48

FY 2019 – July 1, 2018

Step 1.....	\$13.58
Step 2.....	\$14.42
Step 3.....	\$15.03
Step 4.....	\$16.32
Step 5.....	\$16.81
Step 6.....	\$17.31

FY 2020 – July 1, 2019

Step 1.....	\$13.85
Step 2.....	\$14.71
Step 3.....	\$15.33
Step 4.....	\$16.65
Step 5.....	\$17.15
Step 6.....	\$17.66

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