



Chelsea Teachers Union AFT Local 1340

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CTU Proposals Monday, March 4th, 2024

The Chelsea Teachers' Union (Union) submits the following proposals to modify, clarify or add to the Collective Bargaining Agreement between the Chelsea Teachers' Union and the Chelsea School Committee. The CTU reserves the right to modify, clarify, add to, or withdraw this proposal at any point during bargaining.

Revised language is marked with a red print [Any notes in italics are to serve as reference / memory aids or rationale and are not intended to change the meaning of proposals / counter proposals as written.]

Clerical Unit

Paid Parental and Medical Leave

Rationale for Paid Family Medical Leave: Our members' access to compensated leave time during times of hardship is crucial to retaining our staff. The intent of the sick bank is to provide our staff with a sense of security after exhausting all their personal sick time. As it currently stands members are only able to access the sick bank when they are the ones experiencing a serious illness; there are clear guidelines to ensure the appropriate circumstances are in place. During periods of serious illness for close family members, members must balance their increased personal responsibilities with upholding their ongoing professional responsibilities. Unfortunately, once members have exhausted all their sick time, they are left without financial security from our district. Expanding access to the sick bank will provide a sense of security for our members and fosters a working environment with a sense of empathy and compassion for all.

Rationale for Parental Leave: We share the district's goal of recruiting and retaining highly qualified staff who reflect our student body. However, as many districts begin to offer paid parental leave, and as private companies in Massachusetts have significant requirements to do so, it will become more and more difficult to retain members who are interested in expanding their families. All of our members, no matter where they are in their careers, deserve equitable access to paid parental leave to spend time recovering from birth and welcoming and bonding with their child without worrying about saving up sick days in order to do so.

Unit C Article V Section B. Sick Leave

1. Use of Sick Leave

- a. Sick leave may be utilized for absence caused by illness, injury, exposure to a contagious disease, illness or disability arising out of or caused by pregnancy or childbirth. Sick leave ~~of up to 15 days per year~~ may be used for the care of a sick or injured member of the employee's immediate family who resides in the same household as the employee. For purposes of this provision only, "immediate family," shall consist of the employee's spouse **or domestic partner, child, son, daughter,** or parent with a serious health condition.

- b. Sick leave may also be used for a member of the immediate family not residing in the same household with a serious health condition ~~as described in a U.S. Department of Labor "Certification of Health Care" form~~. If the sick leave exceeds two (2) consecutive days, the ~~form~~ supervisor must be notified in writing ~~completed and submitted~~ within five (5) business days of the leave. Sick leave used under this paragraph cannot exceed ~~15 days~~ twelve (12) workweeks. The rights granted under this section are not in derogation of the right to which employees are entitled under the Family and Medical Leave Act of 1993.

Unit C Article V Section D. Sick Leave Bank

3. Establishment of the Sick Leave Bank is to assist members of the bank for personal serious illness ~~or care for an immediate family member experiencing the same, consisting of the employee's spouse or domestic partner, child, or parent~~, for which documentation shall be required.
4. Any use of the Sick Leave Bank shall not exceed a one year cap. However, any employee drawing on the bank may reapply for an additional period. ~~Use of the Sick Leave Bank for care of a family member shall not exceed 12 workweeks.~~

Unit C Article V Section E. Parental Leave

1. Parental leaves will be granted to clerks in accordance with the Massachusetts Parental Leave Act at MGL Chapter 149, Section 105D (MPLA) and the Family Medical Leave Act (FMLA).
2. ~~A clerk who wishes to take leave under this section shall inform the Superintendent in writing on an approved form of the anticipated date of departure at least four (4) weeks in advance. (In the event of notification by an appropriate agency of an adoption date less than four (4) weeks in advance, the notice date will be adjusted accordingly.) When a clerk is receiving a child through birth, surrogacy, adoption, or foster placement with intent to adopt, the clerk will receive twelve workweeks of paid leave for FMLA leave, not to be deducted from the accumulated paid sick time. The clerk may choose to extend this leave for up to a year after the child's birth or arrival through use of accumulated sick leave and/or unpaid leave. At the time of the notification, the clerk will select one of the following two (2) options, to the extent eligible:~~

~~Option A - Continuous Leave: This leave will be taken consecutively within one year of the child's arrival.~~

~~Option B - Two Periods of Leave: This leave will be taken in two periods, both within one year of the child's arrival. The first such leave will be no more than two workweeks. For example, a parent may choose to take two workweeks at the time of the child's birth and then take their remaining ten weeks two months later, having returned to work during that time.~~

~~Leave under this section is not based upon medical incapacity, and days from the sick leave bank are not available for use under this section.~~

3. At the time the clerk requests and is granted his/her leave, the anticipated date of return shall be specified. In the event a clerk is unable to return on the specified date of return, the clerk must submit a written request for additional leave to the Superintendent at least one week in advance. Absent the request for and the granting of additional authorized leave, the clerk's failure to return on the specified date shall be deemed a voluntary resignation not subject to the grievance procedure.
4. A clerk returning from a maternity/parental/adoptive leave of absence will be returned to his/her previous position or a substantially similar position and will retain the seniority held at the time the leave became effective. Salary placement shall be at the next step of the salary schedule if the clerk served one-half or more of the year in which the leave was granted.

Summer Hours

Rationale: Clerks maintain a full workday schedule during the academic year to accommodate the substantial workload and facilitate essential communication between teachers and parents. However, during the summer months, with fewer interactions with faculty and reduced parent communication needs, clerks stand to gain from a shorter workday. This bit of change would still allow time for completing tasks while offering relief to year-round staff. For example, at PIC and City Hall, year round employees have the ability to have one longer work day in the workweek, to be able to have Friday off. There have been instances where the Superintendent has called an early release day as well - this would be the same thing, just planned.

Unit C Article III Section B.5. Hours of Work

5. Summer Hours *New Language*

During the month of July, school based employees may work from 8:00 a.m. to 3:00 p.m. which shall include one twenty-minute paid break period, excluding an unpaid lunch period of one-half hour.

Interpretation Training

Rationale: Clerks, particularly in the special education department, are required to know educational terminology commonly used on a day to day basis, while making phone calls to parents who want questions clarified, and speaking to them regarding consent forms being sent home, etc. Clerks' multilingual skills are used daily because they are readily available and already know the students' stories, and deeply understand the concepts being presented to families. On a daily basis, clerks use and need continuous training to be able to either speak to a parent on the phone for a meeting/question they have or translate a meeting when one of the district's contracted interpreters is not able to be present. An annual/optional training is not enough to cover the multitude of important topics that come up throughout the school year.

Unit C Article III Section Q. Interpreters

The employer will provide ~~an annual training session~~ quarterly training sessions for employees covered by this agreement who ~~are regularly assigned to interpret at meetings~~ regularly utilize their multilingual skills, with such training to focus on educational terminology commonly used in ~~such~~ meetings. Such training will take place during the work day.

In the event an employee is assigned to interpret at a meeting, at the employee's request the supervisor will consult with the employee about prioritizing the employee's remaining responsibilities for the day.

Substitute Pay

Rationale: Clerks are often required to take on additional duties or even fully cover for other clerks. Special Education clerks cover FMLA, sick days, vacation, and other leaves of the main office clerks. At times clerks step up and cover other roles in different levels or areas when there is a vacancy or another clerk is on leave, including doing accounts payable or covering for another clerk for the full day. In the meantime, the clerk's own responsibilities do not abate, particularly DESE compliance deadlines for Special Education clerks. Substitute pay for clerks would go a long way toward recognizing this additional burden.

Unit C Article III Section R. Substitute Pay *New Language*

In the event a clerk is assigned to cover another clerk's schedule for a full day, that schedule will include an additional \$10 an hour and whatever amount of comp time or overtime it takes for them to fulfill the two roles.

Vacation Leave

Rationale: Our clerical members deserve enough vacation time to maintain a healthy work life balance and keep the position competitive.

Unit C Article V Section G. Vacation Leave

0-5 Years of service: ~~10 days~~ 20 days paid vacation per year

5-10 Years of service: ~~15 days~~ 25 days paid vacation per year

10+ Years of service: ~~20 days~~ 30 days paid vacation per year

Vacation leave for eligible employees will accrue monthly.

Housekeeping Proposals

These proposals are in line with current practices and must now be updated to reflect agreements from recent MOAs, changes in schedule, or to revise language that is inconsistent across the units.

Unit C Article III Section C. Holidays

~~Add Juneteenth to the list of holidays.~~

Unit C Article III Section J. Snow / Weather Days

Delete and replace with the following:

Each clerk (with the exception of those who are regularly assigned to work at City Hall) may elect not to report to work on up to two (2) days of school closure due to inclement weather (if any) and will receive pay for such day(s), not to be deducted from personal or vacation time.

Nothing in this agreement is intended to eliminate the option for all clerks of reporting for work or staying home and using their own personal time (personal or vacation) on days when schools are closed due to inclement weather.

As in the past, in the event the City closes all municipal buildings due to inclement weather, thus prohibiting all clerks from reporting for work, clerks will be paid for the day, such paid day not to be deducted from personal or vacation time.

Unit C Article IV Section D. Extended Care

Provided that the Chelsea Public Schools offers extended day class for employees, clerks shall be allowed to utilize such services from 7:30 a.m. - 5:30 p.m. at the same daily rate as the community, to be determined each year. Further, 10% of Pre-K extended day seats shall be set aside for the children of paraprofessionals, educators, clerks, and administrators.

Unit C Article IX Professional Development

The Chelsea School Department shall provide one-half payment for a course taken by a clerical unit employee for professional improvement. The courses for which reimbursement is sought shall be subject to prior approval by the Superintendent. Only those courses which are deemed to be job related by the Superintendent shall be approved for reimbursement. This section is subject to any other conditions promulgated by the City of Chelsea. Six (6) courses can be taken in the fall, spring and summer semesters with a maximum of three (3) courses taken in any one semester. ~~A maximum reimbursement of \$500.00 per course will be available to members.~~

The employee may apply for tuition reimbursement prior to the beginning of the course or seminar. The approval process shall be completed within one week and voucher issued to the presenting institution or agent to cover the approved cost of the tuition and laboratory fees.

Upon completion of the program for which the advance reimbursement was received, the employee shall submit documentation in the form of a grade card, certificate, transcript or other proof that the course or seminar was successfully completed. Failure to produce the documentation may result in the employee being required to repay all funds advanced.

Because the tuition reimbursement program is intended to benefit Chelsea students, any employee who has less than three years of employment in the District (in any capacity, not just as a clerk) shall be required to repay 50% of the tuition reimbursement money that he/she has received under this Article if he/she voluntarily leaves the District prior to the start of the fourth (4th) year of employment. The repayment is due at the time of resignation. The Superintendent in his/her sole discretion may grant exceptions based upon extenuating circumstances (e.g., unanticipated long-distance residential move, medical incapacity, promotional opportunity not reasonably available within the District).

Paraprofessionals Unit

Paid Parental and Medical Leave

Rationale for Paid Family Medical Leave: Our members' access to compensated leave time during times of hardship is crucial to retaining our staff. The intent of the sick bank is to provide our staff with a sense of security after exhausting all their personal sick time. As it currently stands members are only able to access the sick bank when they are the ones experiencing a serious illness; there are clear guidelines to ensure the appropriate circumstances are in place. During periods of serious illness for close family members, members must balance their increased personal responsibilities with upholding their ongoing professional responsibilities. Unfortunately, once members have exhausted all their sick time, they are left without financial security from our district. Expanding access to the sick bank will provide a sense of security for our members and fosters a working environment with a sense of empathy and compassion for all.

Rationale for Parental Leave: We share the district's goal of recruiting and retaining highly qualified staff who reflect our student body. However, as many districts begin to offer paid parental leave, and as private companies in Massachusetts have significant requirements to do so, it will become more and more difficult to retain members who are interested in expanding their families. All of our members, no matter where they are in their careers, deserve equitable access to paid parental leave to spend time recovering from birth and welcoming and bonding with their child without worrying about saving up sick days in order to do so.

Unit B Article IX Section A. Sick Leave

4. Sick leave ~~of up to 15 days per year~~ may be used for the care of an ill family member who resides in the same household as the employee. Sick leave may also be used for a member of the immediate family not residing in the same household with a serious health condition ~~as described in a U.S. Department of Labor "Certification of Health Care" form~~. If the sick leave exceeds two (2) consecutive days, ~~the form must be completed and submitted~~ the paraprofessional's supervisor must be notified in writing within five (5) business days of the leave. Sick leave used under this paragraph cannot exceed ~~15 days~~ twelve (12) workweeks. The rights granted under this section are not in derogation of the rights to which employees are entitled under the Family and Medical Leave Act of 1993.

Unit B Article IX Section F. Parental Leave

1. Parental leaves will be granted to paraprofessionals in accordance with the Massachusetts Parental Leave Act at MGL Chapter 149, Section 105D (MPLA) and the Family Medical Leave Act (FMLA).
2. A paraprofessional who wishes to take leave under this section shall inform the Superintendent in writing on an approved form of the anticipated date of departure at least four (4) weeks in advance. (In the event of notification by an appropriate agency of an adoption date less than four (4) weeks in advance, the notice date will be adjusted accordingly.) When a paraprofessional is receiving a child through birth, surrogacy, adoption, or foster placement with intent to adopt, the paraprofessional will receive twelve workweeks of paid leave for FMLA leave, not to be deducted from the accumulated paid sick time. The paraprofessional may choose to extend this leave for up to a year after the child's birth or arrival through use of accumulated sick leave and/or unpaid leave. At the time of the notification, the paraprofessional will select one of the following two (2) options, to the extent eligible:

Option A - Continuous Leave: This leave will be taken consecutively within one year of the child's arrival.

Option B - Two Periods of Leave: This leave will be taken in two periods, both within one year of the child's arrival. The first such leave will be no more than two workweeks. For example, a parent may

choose to take two workweeks at the time of the child's birth and then take their remaining ten weeks two months later, having returned to work during that time.

Leave under this section is not based upon medical incapacity, and days from the sick leave bank are not available for use under this section. Extended school vacations, including the breaks in December, February, April and over the summer do not count as workweeks, whereas weeks merely shortened by holidays, snow days and the like do count as workweeks.

3. At the time the paraprofessional requests and is granted his/her leave, the anticipated date of return shall be specified. In the event a paraprofessional is unable to return on the specified date of return, the paraprofessional must submit a written request for additional leave to the Superintendent at least one week in advance. Absent the request for and the granting of additional authorized leave, the paraprofessional's failure to return on the specified date shall be deemed a voluntary resignation not subject to the grievance procedure.
4. A paraprofessional returning from a maternity/parental/adoptive leave of absence will be returned to his/her previous position or a substantially similar position and will retain the seniority held at the time the leave became effective. Salary placement shall be at the next step of the salary schedule if the paraprofessional served one-half or more of the year in which the leave was granted.

Unit B Article IX Section G. Sick Leave Bank

1. The purpose of the Sick Leave Bank is to assist eligible participating members suffering from serious personal illness / injury or care for an immediate family member experiencing the same, consisting of the employee's spouse or domestic partner, child, or parent, for which documentation shall be required.
4. Any use of the Sick Leave Bank shall not exceed one year, however, the employee drawing on the bank may reapply for an additional period. Use of the Sick Leave Bank for care of a family member shall not exceed 12 workweeks.

Diapering and Sub-Separate Differentials

Rationale (for both Diapering and Sub-Separate Differential): Paraprofessionals are critical for creating a supportive environment where all students can participate and engage in various academic and school based activities. Without them our students in special education classes would not be able to fully engage in the requirements of their education set forth by the state and district. Students with disabilities are entitled under law to a free, appropriate, public education, and in order to ensure this happens, we need paraprofessionals that are qualified and trained to work with these students. In order to attract and retain staff, we need to be competitive with other districts in the area in salary and working conditions. The district is currently not able to fully staff paraprofessional positions, with these positions being staffed by long-term subs, ESS subs, or sitting vacant, which negatively impacts student achievement. By offering additional compensation for diapering and for working in substantially separate programs, the district would be acknowledging that the work in these classrooms requires a different level of skill and that the work is different than that of a paraprofessional in a general education classroom.

Unit B Article IV Section M. Toileting / Diapering Differential **New Language**

The parties recognize that some students must be toileted/diapered or toilet trained during the school day. The parties agree that meeting these students' needs is not a job function exclusive to the paraprofessionals and expect that other employees within the system may continue to provide these services.

While the employer will make reasonable effort to accommodate paraprofessionals who do not wish to provide these services by transfer to another available position, the need to perform these services is considered a special qualification for a given position. To this end the parties further agree:

The School Department agrees to provide training for paraprofessionals assigned to these duties.

Toileting/diapering students will always be done with at least two adults present.

Paraprofessionals performing these services on a regular basis may diaper/toilet up to three children in the classroom they are assigned to and will be paid a monthly stipend of \$100.00 for up to ten months per regular school year to a yearly maximum of \$1,000.00

Paraprofessionals performing these services on a regular basis who diaper/toilet more than three children and up to six children in the classroom they are assigned to will be paid a monthly stipend of \$200.00 for up to ten months per regular school year to a yearly maximum of \$2,000.00.

A classroom that requires diapering/toileting of more than six children will need an additional Paraprofessional to perform these services.

In the unlikely event that a paraprofessional volunteers and is assigned by the Principal to provide these services on an emergency basis as a substitute when other paid paraprofessionals who regularly provide these services are unavailable, that paraprofessional will be paid an additional \$10.00 per day, in addition to their substitute pay.

Unit B Article IV Section N. Sub-Separate Differential ~~New Language**~~**

The parties recognize that working with students in substantially separate settings requires additional work above and beyond that of paraprofessionals working in the general education setting. While the employer will make reasonable effort to accommodate paraprofessionals who do not wish to provide these services by transfer to another available position, the need to perform these services is considered a special qualification for a given position. Paraprofessionals assigned to work in substantially separate settings (Social Communications, Functional Academics, and Learning Center classrooms) will be paid a monthly stipend of \$250.00 for up to ten months per regular school year to a yearly maximum of \$2,500.00.

Housekeeping Proposals

These proposals are in line with current practices and must now be updated to reflect agreements from recent MOAs, changes in schedule, or to revise language that is inconsistent across the units.

Unit B Article IV Section L. Lead Pilot

~~A pilot program will be implemented at the ELC, one elementary school, one middle school, and at Chelsea High School for the 2022-2023 school year. Under this pilot program~~ One paraprofessional shall be appointed to serve as a Lead at ~~the each school designated at each level~~, with the exception of the ELC, which will have two Leads appointed. Each Lead will receive a stipend of \$100 per month (\$1,000 for full school year), such stipend to encompass lead duties assigned by the Principal during the school day and during up to two (2) hours per month of assigned time after the regular work day. Compensation for any other time assigned by the Principal to work after the regular work day will be at the regular hourly rate. All time worked as Lead after the regular work day will be designated as such on time sheets. The Principal will designate two (2) half-hour sessions per month during the regular work day when paraprofessionals who are within their first two years of employment as a paraprofessional in the District may consult informally with a Lead.

Leads will keep a log of the number of paraprofessionals who consult with them and the nature of the topics raised. ~~The parties will meet prior to the beginning of the 2023-2024 school year to address whether to~~

~~continue a pilot for a second school year. Absent agreement to continue the program, it will sunset at the conclusion of the 2022-2023 school year.~~

Unit B Article VI Section E. Assistance in Assault Cases

1. The Principal shall report all cases of assault suffered by paraprofessionals, in connection with their employment, to the Superintendent of Schools. ~~The Superintendent shall report such cases to the Union President.~~
2. Whenever it is alleged that a paraprofessional has assaulted a person or that a person has assaulted a paraprofessional, the Principal and Superintendent shall conduct an investigation of the incident. 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 included.
3. Compensation for lost time - If the physical assault on a paraprofessional results in loss of time, the paraprofessional shall file a report of injury pursuant to the Workers' Compensation statute. In such cases:
 - a. The School Department will provide full pay for lost time during the statutory five-day waiting period prior to receipt of Workers' Compensation benefits, provided that in the event the paraprofessional receives Workers' Compensation retroactive to the first day of absence, the paraprofessional shall reimburse the School Department.
 - b. During the period of Workers' Compensation coverage, the paraprofessional may use any accrued paid sick time to make up the difference between the amount paid under Workers' Compensation and the paraprofessional's regular pay for all periods of lost time.

Unit B Article VI Section I. Substitutes

The use of paraprofessionals ~~within Chelsea's middle schools~~ as classroom substitutes must be a low priority for the emergency coverage of classrooms; school administrators will, whenever possible and reasonable, employ other available professional staff members before assigning paraprofessionals to a classroom.

...

Teachers will have readily available standing plans for substitute teachers ~~at the middle schools~~ so that whether hired substitute teachers, other available professional personnel, or the occasional paraprofessional may be assured that engaging work will be left for students.

~~Middle school~~ Administrators will check on classrooms where substitutes appear on a reasonably regular basis to ensure classroom safety and effective classroom discipline.

Unit B Article IX Section Q. Graduation of Paraprofessional Commencement Leave

~~In the event a paraprofessional graduates from a college or university, that paraprofessional shall be given the day off with no loss of pay in order to attend the graduation ceremonies.~~ An employee may be granted one day of leave with pay per year for the purpose of attending their own graduation or the graduation of the employee's child, spouse, parent, or sibling from any accredited secondary or post secondary educational institution. A request for such leave must be submitted at least one week in advance of the requested day of leave. Such leave shall not be deducted from the employee's accumulated sick or personal leave.

Educators Unit

Paid Parental and Medical Leave

Rationale for Paid Family Medical Leave: Our members' access to compensated leave time during times of hardship is crucial to retaining our staff. The intent of the sick bank is to provide our staff with a sense of security after exhausting all their personal sick time. As it currently stands members are only able to access the sick bank when they are the ones experiencing a serious illness; there are clear guidelines to ensure the appropriate circumstances are in place. During periods of serious illness for close family members, members must balance their increased personal responsibilities with upholding their ongoing professional responsibilities. Unfortunately, once members have exhausted all their sick time, they are left without financial security from our district. Expanding access to the sick bank will provide a sense of security for our members and fosters a working environment with a sense of empathy and compassion for all.

Rationale for Parental Leave: We share the district's goal of recruiting and retaining highly qualified staff who reflect our student body. However, as many districts begin to offer paid parental leave, and as private companies in Massachusetts have significant requirements to do so, it will become more and more difficult to retain members who are interested in expanding their families. All of our members, no matter where they are in their careers, deserve equitable access to paid parental leave to spend time recovering from birth and welcoming and bonding with their child without worrying about saving up sick days in order to do so.

Unit A Article VII Section A. Sick Leave

1. Every educator shall be credited with an annual leave of fifteen (15) days without loss of pay for absence caused by illness.

Sick leave ~~of up to 15 days per year~~ may be used for the care of an ill family member who resides in the same household as the educator., ~~provided that the Superintendent shall have the discretion to allow use of up to 15 days per year for the care of an immediate family member who does not reside in the same household as the educator.~~ Sick leave may also be used for a member of the immediate family not residing in the same household with a serious health condition. Sick leave used under this paragraph cannot exceed twelve (12) workweeks. The rights granted under this section are not in derogation of the rights to which employees are entitled under the Family and Medical Leave Act of 1993. A part-time educator will receive sick leave and personal leave on a pro-rated basis. Educators who are not in active service at the beginning of the school year and who are on an approved unpaid leave, or who are on a paid leave through the sick leave bank will be credited with pro-rated sick days upon return to work from such leave.

13. There shall be established a sick leave bank to be administered solely by the Chelsea Teachers' Union. Membership in the bank will be limited to educators with professional teacher status and occupational therapists and physical therapists in accordance with Article X, Section E.1.d. ~~The purpose of the Sick Leave Bank is to assist eligible participating members suffering from serious personal illness / injury or care for an immediate family member experiencing the same, for which documentation shall be required.~~

The unit will designate a Coordinating Committee consisting of one educator from each school to consult with the Superintendent as to any problems that may arise in administering the bank. Each educator who wishes to participate in the sick leave bank shall contribute one day of his or her unused accumulated sick leave to the bank. Each day contributed will be subtracted from that educator's individual accumulated sick leave. From time to time thereafter, the bank will be replenished by donation of one day by each educator who wishes to continue participating. The additional donation will be made whenever the total number of days remaining in the bank is reduced to fifty. Before drawing on the bank, an eligible educator must first have exhausted his or her own accumulated sick leave ~~and further lost ten consecutive days of pay due to illness or injury.~~ Upon retirement or death, an educator or the estate of the educator may donate any unused sick leave days to the sick leave bank. There shall be a cap of 183 days for sick leave bank usage by any individual. ~~Use of the Sick Leave Bank for care of a family member shall not exceed 12~~

workweeks.

Unit A Article VII Section H. Maternity/Parental/Adoptive Leave

1. Parental leaves will be granted to educators in accordance with the Massachusetts Parental Leave Act at MGL Chapter 149, Section 105D (MPLA) and the Family Medical Leave Act (FMLA).

2. Eliminate old language and replace with the following:

An educator who wishes to take leave under this section shall inform the Superintendent in writing on an approved form of the anticipated date of departure at least four (4) weeks in advance. (In the event of notification by an appropriate agency of an adoption date less than four (4) weeks in advance, the notice date will be adjusted accordingly.) When an educator is receiving a child through birth, surrogacy, adoption, or foster placement with intent to adopt, the educator will receive twelve workweeks of paid leave for FMLA leave, not to be deducted from the accumulated paid sick time. The educator may choose to extend this leave for up to a year after the child's birth or arrival through use of accumulated sick leave and/or unpaid leave. At the time of the notification, the educator will select one of the following two (2) options, to the extent eligible:

Option A - Continuous Leave: This leave will be taken consecutively within one year of the child's arrival.

Option B - Two Periods of Leave: This leave will be taken in two periods, both within one year of the child's arrival. The first such leave will be no more than two workweeks. For example, a parent may choose to take two workweeks at the time of the child's birth and then take their remaining ten weeks two months later.

Leave under this section is not based upon medical incapacity, and days from the sick leave bank are not available for use under this section. Extended school vacations, including the breaks in December, February, April and over the summer do not count as workweeks, whereas weeks merely shortened by holidays, snow days and the like do count as workweeks.

3. At the time the educator requests and is granted his/her leave, the anticipated date of return shall be specified. In the event an educator is unable to return on the specified date of return, the educator must submit a written request for additional leave to the Superintendent at least one week in advance. Absent the request for and the granting of additional authorized leave, the educator's failure to return on the specified date shall be deemed a voluntary resignation not subject to the grievance procedure.
4. An educator returning from a maternity/parental/adoptive leave of absence will be returned to his/her previous position or a substantially similar position and will retain the seniority held at the time the leave became effective. Salary placement shall be at the next step of the salary schedule if the educator served one-half or more of the year in which the leave was granted.

Class Size and Caseload Caps

Rationale: In order to meet the needs of every student and educate them according to their name, strength, and story, we must have reasonable class sizes and caseloads that are tailored to our specific student population.

Our current staffing levels require extensive and creative problem solving to meet minimum legal guidelines and requirements. In some instances, Special Education liaisons and Multi Lingual Educators are required to complete important paperwork, including IEPs, progress reports, and English Learner Data Sheets, about students they have never taught in an academic setting. When teachers are required to complete such materials for students they do not know, about content they do not teach, based on present levels of performance they have not seen, and progress they are not able to reliably monitor, we are not meeting

students’ legal rights to specially designed instruction and least restrictive environment.

Additionally, our class sizes and caseloads are far out of step with competitive districts, leaving us with a vacancy and turnover crisis that lands most heavily on our students. Smaller class sizes and caseloads would go far in improving outcomes for our students in classes, on standardized testing, and in college and career readiness.

A reduction in class size/caseload size, with a meaningful and predictable response if it is exceeded, will lead to an increase in positive student/educator relationships, educator/family relationships, individualized attention, and a safer learning environment; all of these factors contribute to happy, healthy, high achieving students.

Unit A Article V Section M. Class Size and Caseload Caps

The composition and size of classes shall be in accordance with the State Department of Education policy.

The School Committee and the Union recognize the importance of reasonable class sizes and caseloads to support ~~teachers~~ educators in being able to promote student achievement at high levels. When the following upper limits are exceeded, the Union may request to meet with the Superintendent to discuss the issue and consider possible remedies. If no reasonable remedies are readily available, (e.g., moving students to different classes, hiring additional staff members, or following the criteria laid out in Article III, Section L, Preparation Period Compensation), educators with class sizes or caseloads exceeding the following upper limits will be compensated according to the below table. An employee is entitled to overload differentials for a given class size or caseload if the size guidelines are exceeded for thirty (30) school days over a ninety (90) school day period, or if the guidelines are exceeded for forty-five (45) days over the course of the school year.

The employer shall track and share with the Union written details regarding class size and caseload trends, overload differentials paid, and other relevant details. The parties will establish a joint committee to meet annually with three (3) members appointed by the CTU and three (3) members appointed by the Superintendent for the purposes of updating and discussing plans to continue movement towards more manageable and effective class sizes, caseloads, and workloads.

Prekindergarten	20	Kindergarten	25 20
Grades 1 to 12	30 25	SEI	30
Foundational/Bridge	20	SLIFE	10

Multilingual education caseloads shall be determined by the following criteria:

- 1. Caseload educators who teach in Foundational Language settings at the ELC, elementary, and middle school levels shall have caseloads that consist only of students in their classes, not to exceed 20 students.
- 2. All caseload educators at the ELC, elementary, and middle school levels shall have caseloads not exceeding 50 students.
- 3. Caseload educator shall be defined as an educator who has the primary responsibility for providing a student with mandated multilingual services.

Special education caseloads shall be determined by the following criteria:

- 1. Caseload educator is the special education subject area teacher/teacher of record for at least 1 class of each student on their caseload, and holds the primary responsibility for providing special education services for a student. In an instance where a student receives services from multiple special education teachers, one teacher shall be designated as the primary caseload educator for the purposes of determining caseload size.
- 2. Caseload educators who teach in Functional Academics, Learning Center, Postgraduate, and Social Communications (substantially separate) settings shall have caseloads that consist only of students in their classes, said caseloads not to exceed 12 students.
- 3. All caseload educators of students in co-taught general education settings shall have caseloads not exceeding 12 students.

Related Service Provider and Student Support Team caseloads and / or student:provider ratios shall be

determined by the following criteria:

1. For Speech Language Pathologists, the number of assigned students shall not exceed 45 at the ELC and elementary level and 50 at the middle and high school level.
2. For Occupational Therapists, the number of assigned students shall not exceed 50.
3. For Physical Therapists, the number of assigned students shall not exceed 50.
4. For School Psychologists, the ratio of school psychologists to students shall not exceed 1:500.
5. For School Social Workers, the ratio of school social workers to students shall not exceed 1:250.
6. For School Social Workers working with foundational EL students, the ratio of school social workers to students shall not exceed 1:50.
7. For School Counselors, the ratio of school counselors to students shall not exceed 1:250.
8. For School Counselors working solely with foundational EL students, the ratio of school counselors to students shall not exceed 1:50.

Overload Differentials

Classroom Instructors

Elementary Schools

Overage	SY24-25	SY25-26	SY26-27
1+ Students	\$1,750	\$2,000	\$2,125
5+ Students	N/A	N/A	\$2,625

Elementary School Specialists

Overage	SY24-25	SY25-26	SY26-27
1-3 Classes Over	\$500	\$600	\$700
4+ Classes Over	\$1,100	\$1,200	\$1,300

Secondary Schools - Paid per class over guidelines

Overage	SY24-25	SY25-26	SY26-27
1+ Students	\$700	\$800	\$850
5+ Students	N/A	N/A	\$1,050

Service Providers

Caseloads - Special Education Liaisons, Multilingual Educators, Speech Language Pathologists, Occupational Therapists, and Physical Therapists

Overage	SY24-25	SY25-26	SY26-27
1+ Students	\$1,500	\$1,750	\$2,000
5+ Students	N/A	N/A	\$3,000

Ratios - School Psychologists, Social Workers, and Counselors

Overage	SY24-25	SY25-26	SY26-27
1+ Students	\$1,500	\$1,750	\$2,000
25+ Students	\$2,000	\$2,250	\$3,000
50+ Students	\$2,500	\$2,750	\$4,000

MLE and Special Education Preparation Periods

Rationale: Multilingual Educators and Special Education teachers have significant legal paperwork requirements beyond those of their colleagues. If this time cannot be scheduled due to logistical issues or student servicing requirements, compensation should be provided given the essential work being done on top of the already substantial instructional duties of our Multilingual Educators and our Special Education teachers.

Unit A Article V Section G. Preparation Periods

- g. If practicable in the school schedule, teachers who complete Multilingual Education or Special Education paperwork will be afforded one additional 40-minute period per week for paperwork, in addition to pre-existing contractual preparation period times. If the period is not available, the teacher can be compensated for up to 40 minutes per week at the hourly rate.

Department Meetings

Rationale: Department meetings are inequitable for those members who are required to attend. Due to the inherent differences in positions and expectations across a K-12 span, these meetings often end up being less of a collaborative space and more of a dissemination of information that could be better shared and processed at a school level during existing PLTs or faculty meetings.

Unit A Article V Section AA. Faculty Meetings

~~Specialist educators (such as teachers of Special Education, English Language Learners, Literacy / Title I, Social Workers, Guidance, Visual Art, Physical Education, Performing Arts) are also required to attend one additional monthly district wide meeting scheduled for up to one hour to address specific issues or curriculum directly related to the district-wide program to which the educator is assigned.~~

School Psychologists

Rationale: A significant portion of the work of school psychologists is writing reports after conducting student evaluations or composing IEPs after evaluation meetings that can be completed at home with no impact on their output.

Unit A Article X Section F. School Psychologists *New Language*

The school psychologists will be allowed four (4) full school days to work from home for the sole purpose of writing evaluation reports for their students, subject to the following:

1. The specific days to be used under this section must be approved in advance by the principal or supervisor.
2. Work-from-home days may not be scheduled immediately preceding or immediately following a scheduled vacation or holiday period.

Housekeeping Proposals

These proposals are in line with current practices and must now be updated to reflect agreements from recent MOAs, changes in schedule, or to revise language that is inconsistent across the units.

Unit A Article IV Section F. Extended Care

Provided that the Chelsea Public Schools offers extended day class for employees, educators shall be allowed to utilize such services from 7:30 a.m. - 5:30 p.m. ~~at a daily rate at the same daily rate as the community~~, to be determined each year. Further, 10% of Pre-K extended day seats shall be set aside for the children of paraprofessionals, educators, clerks, and administrators, ~~with the understanding that priority for such set aside seats will be given to educators and administrators.~~

Unit A Article V Section K. Assault Cases

3. Principals and educators shall be required to report, in writing, all cases of physical assault suffered by educators in connection with their employment to the Superintendent of Schools. The Superintendent will inform the educator of his/her right to meet with the City Solicitor who will inform said educator of his/her rights under the law. ~~The Superintendent shall report such cases to the Union President.~~

Unit A Article V Section S. Hiring of Substitute Teachers

1. Whenever possible, substitute teachers shall be hired to cover classes of regularly assigned teachers when they are absent.
2. No special and/or itinerant teachers ~~should not be used to cover classes in place of substitutes or coaches shall be asked to substitute for another teacher except in case of emergency. An emergency is understood to be no more than one (1) day in duration.~~

Unit A Article V Section U. Parent-Educator Conferences

1. As professionals, educators are expected to initiate timely communication with parents to review student achievement or problems. Communication by educators with parents about the progress of their children as well as general meetings about school and curriculum are a significant component of education. All educators will be expected to attend three (3) parent-educator open houses each year which, at the discretion of the School Site Council, may include two (2) evening parent-educator conferences and one (1) open house. ~~Each of these events will be for two (2) hours and will end no later than 7 p.m.~~ Evening open houses will include provision of security officers and proper outside lighting. ~~If the School Site Council determines that additional time is necessary for family conferences, schools may use a scheduled early release day or provide compensation at the hourly rate for one (1) additional conference night, not to exceed two (2) hours and ending no later than two (2) hours after contractual time.~~
4. ~~Educators will be given 45 minutes per week for the purposes of family communication, in addition to the daily preparation period.~~

Unit A Article V Section X. Assignments Beyond Regular Teaching Assignments

4. Compensation for Overnight Trips. Educators in an official capacity supervising students on overnight trips that take place during the work week will be compensated seventy-five dollars (\$75) per night. Educators supervising trips that take place over a weekend, vacation, or other non-working day will be compensated one hundred twenty-five dollars (\$125) per day. ~~For example, if an educator supervises a field trip taking place from Wednesday to Thursday, that educator would~~

receive \$75. If an educator supervises a field trip taking place from Friday to Saturday, that educator would receive \$250, \$125 for Friday night and \$125 for Saturday.

Unit A Article VII Section C. Personal and Religious Leave

1. Each educator shall receive three (3) days annually for personal leave ~~and three (3) days annually for religious leave. Three (3) of the total six (6) days which may be taken for personal or religious purposes will not be deducted from accumulated sick leave.~~ If any of these three (3) days are not taken they will be added to the individual's sick leave accumulation in the following year.
Each educator shall receive two (2) days annually for the purpose of observing religious holidays. These days will not be deducted from accumulated sick or personal leave.

Unit A Article VII Section D. Commencement Leave

Eliminate existing language and replace with: An employee may be granted one day of leave with pay per year for the purpose of attending their own graduation or the graduation of the employee's child, spouse, parent, or sibling from any accredited secondary or post secondary educational institution. A request for such leave must be submitted at least one week in advance of the requested day of leave. Such leave shall not be deducted from the employee's accumulated sick or personal leave.

Unit A Article VII Section K. Detached Service Leave

1. Upon request of the President of the Union, the President or other officer shall be placed on Detached Service Leave for up to ~~2/5 time per day (i.e. 2 teaching periods)~~ half of the contractual day. The purpose of detached service shall be to review the implementation of this agreement and to represent educators in all matters with the employer. Any such leave shall be scheduled by mutual agreement between the President of the Union and the building principal. The President of the Union shall notify the Superintendent which officer(s) of the Union will be taking such leave by August 1st of each school year.