

PARAPROFESSIONALS UNIT

MEMORANDUM OF AGREEMENT CHELSEA TEACHERS' UNION LOCAL 1340 AND THE CHELSEA SCHOOL COMMITTEE

The Collective Bargaining Agreement between the Chelsea School Committee and Chelsea Teachers' Union (paraprofessionals' unit) that expired on June 30, 2024 shall be continued through June 30, 2027 with the modifications set forth below. All changes are intended to take effect as of the date of ratification by both parties, unless otherwise noted.

Article I Union Recognition, Jurisdiction, And Definitions, Section A, Part 1 Union Recognition. Add Speech and Language Pathologist Assistants to the unit. Recognition would read as follows:

1. The Chelsea School Committee recognizes the Chelsea Teachers' Union, Local 1340, AFT Massachusetts, AFL-CIO, as the exclusive bargaining representative for all paraprofessional employees within the Chelsea School Department as per MLRC MCR-3570.* In addition, all Speech and Language Pathologist Assistants ("SLPA") will be included in the unit.##

After ratification of this memorandum, the parties will meet to establish a pay schedule and to determine which parts of the contract apply to the SLPA. Until such schedule and determination is made, terms and conditions of employment for the SLPA that were in effect prior to ratification shall remain in effect.

Article IV Compensation, Section A, Parts 1, 2, 3. Basic Salary Schedule (page 3).
Increases as follows:

Effective July 1, 2024	3% and a \$3500 differential
Effective July 1, 2025	5% and a \$2000 differential
Effective July 1, 2026	5% and a \$1500 differential

Article IV Compensation, Section H Longevity (page 5). Amend amounts to read as follows:

	24-25	25-26	26-27
10 years	1750	1850	1950
15 years	2000	2100	2200
20 years	2250	2350	2450
25 years	2500	2600	2700
30 years	2750	2850	2950
35 years	3000	3100	3200
40 years	3250	3350	3450

Article IV Compensation, Section K-Interpreter Pay Multilingual Stipend (page 5).
Eliminate Section K and replace with the following:

Employees who are deemed to be bilingual/biliterate via an Employer-approved certification process shall receive an annual stipend of one thousand dollars (\$1,000.00), to be prorated for partial years. The certification process will be available each spring, starting with the 2025-2026 school year, and certifications earned will go into effect at the start of the school year immediately following. In addition, the certification process will be available for new hires each September, with the stipend to be paid starting approximately one month after the certification is earned. Stipends will be paid in two lump sum installments, one in December and one in May of the school year in which the certification is in effect. Once the certification is in effect, it will continue so long as employment continues in the paraprofessional unit, the clerk unit or the educator unit.

****Notwithstanding the above, in the event the parties reach agreement to a certification process by April 15, 2025 and the certification process for some employees can be completed during the late spring/summer 2025, those who obtain certification will begin receiving the stipend with the start of the 2025-2026 school year.**

All employees have the responsibility to use whatever language skills they may have during various communication scenarios that may arise in a school setting, whether or not they have a certification under this section.

[Also, strike Article III Section N. Committee on Interpretation]

Article IV Compensation, Section L. Lead Pilot (page 6). Amend as follows:

~~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 one paraprofessional shall be appointed on an annual basis to serve as a Lead at each school designated at each level, with the exception of the ELC. which will have two Leads appointed annually. 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.~~

Article IV Compensation, Section M Toileting/Diapering Differential **New Language.**

Section M. Toileting/Diapering

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. The School department will provide training for paraprofessionals assigned to these duties.

Article IV Section N Sub-Separate Differential **New Language Effective July 1, 2025:**

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Section N Sub-Separate Differential

The parties recognize that the nature of working with students in substantially separate special education settings in grades PreK to 12 and in integrated classrooms at the PreK and Kindergarten level goes above and beyond that of paraprofessionals working in general education and many inclusion settings. While the employer will make reasonable efforts 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 key responsibility for paraprofessionals in substantially separate special education settings (Social Communications, Functional Academics, and Learning Center classrooms) and in integrated classrooms at the PreK and Kindergarten. Regular assignment to one of these classrooms will be reflected in the paraprofessional's assignment letter and will result in payment of an annual stipend of \$1,500.00, to be prorated in the event the regular assignment is for less than a full school year. Such stipend will be paid in two installments, one in December and one in May. The District will provide training that is specific to the responsibilities of these paraprofessionals. In the event the District creates integrated classrooms beyond the PreK/K level in the future, the stipend will also apply to those classrooms.

The parties recognize that on occasion, a student whose needs might generally require a substantially separate program may instead be placed in an inclusion classroom and regularly served by a paraprofessional who performs the full range of tasks generally associated with substantially separate programs or integrated PreK/K classrooms. In such instances, the Superintendent or designee has the discretion to pay such paraprofessional the \$1500 stipend. The assignment and stipend will be reflected in the paraprofessionals' assignment letter.

Article IV Compensation, Section O Alumni Hiring Incentive **New Language**

At the time of initial employment in any position within the District, individuals who are graduates of Chelsea High School shall be credited with one (1) step.

Article V Fringe Benefits, Section F Extended Care. *New Language*

F. Provided that the Chelsea Public Schools offers a Pre-K extended day class for community members, ~~extended day class for employees~~, employees shall be allowed to utilize such program during its regular hours of operation (currently 8:13 a.m. to 5:30 p.m., with an Early Morning room that is available on a first

come first serve sign up, 7:30 - 8:00), at a daily rate determined each year. Further, 10% of the seats for this program ~~extended day~~ 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.~~ If the number of employee applicants exceeds the 10% set aside, the seats will be awarded by lottery.

Article VI Working Conditions, Section E Assistance in Assault Cases (page 8).

Amend as follows:

1. The Principal shall report all cases of assault suffered by paraprofessionals, in connection with their employment, to the Superintendent of Schools.
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 work 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.

Article VI Working Conditions, Section I, Part 1 Substitutes (page 9). Amend relevant paragraphs as follows:

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.

[No change to remaining paragraphs.]

Article VI Working Conditions, Section P Class Preparation (page 12). Amend as follows:

Within the time a paraprofessional is assigned to work under the direction of a particular teacher during the regular work day, the teacher is expected to provide the paraprofessional with time the teacher reasonably deems necessary to prepare for tasks that are assigned to the paraprofessional in working with students (e.g. reviewing a student's behavior plan or preparing materials).

The principal has the discretion to authorize paraprofessionals who are assigned to work on a 1:1 basis with a student for the entire day to do independent preparation work reasonably deemed necessary by the teacher before/after the regular work day for up to ~~one (1) hour~~ two (2) hours per week at the paraprofessional's regular hourly rate.

In addition, in the event a teacher elects to engage in preparation work onsite before or after the regular work day, the Principal has the discretion to authorize any paraprofessional to work onsite with that teacher for up to ~~one (1) hour~~ two (2) hours per week, if a teacher so requests, at the paraprofessional's hourly rate.

All Paraprofessionals' work before and after the regular work day under this section must be used in a minimum of fifteen (15) minute increments and marked on their time sheets.

Article IX, Section A, Part 4 Sick Leave. Eliminate current language and replace with the following:

4. Use of Sick Leave

- a) Up to 15 days per year may be used for the care of an ill family member or a domestic partner who resides in the same household as the employee.
- b) Up to an additional **45** days per school year (beyond 1.b) may be used to care for a child, spouse (or domestic partner) or parent with a serious health condition so long as the employee has applied for and received approval for leave under the FMLA for the purpose of such care taking.

The paid time provided in this section is not in derogation of the rights which employees may have under the Family Medical Leave Act of 1993 (FMLA) and runs concurrently with the Employee's FMLA entitlement, to the extent applicable.

Article IX, Section A, Part 5 Sick Leave (page 13). Amend as follows:

5. An employee who is absent for six (6) or more consecutive work days may be required by the School Department to submit satisfactory proof of illness. Where an employee has been warned that his/her sick leave record has established a pattern of abuse and/or has been excessive, any subsequent unexcused absence shall be a basis for disciplinary action. The School Department may require a written certificate from a physician establishing incapacity, illness, or injury as a condition of payment in the event of suspected sick leave abuse. *[no change]*

The Chelsea Teachers Union, the Chelsea School Committee and the Superintendent agree that consistent attendance of paraprofessionals is essential to providing the highest quality education for students. Employees are expected to be at work on a regular, continuing, and consistent basis and are expected to avoid using leave granted under provisions of this Contract unless necessary for the purposes established by the particular provision.

Article IX, Section B Personal Days, Part 1 (page 14). Amend as follows:

1. ~~Paraprofessionals with less than three years of service shall be eligible for one personal day per year. Upon completion of three consecutive full years of service, paraprofessionals shall be eligible for two personal days per year. Upon completion of ten (10) years of service, Upon completion of three months of employment,~~ paraprofessionals shall be eligible for three (3) personal days per year. These days are not deducted from sick leave. Unused non-deductible personal days of the current school year may be converted to accumulated sick leave days the following September.

[No change to remaining parts]

Article IX, Section C, Part 1 Funeral Leave. Amend as follows:

Paraprofessionals will receive up to five days off with pay in the case of a death in the immediate family. The term immediate family means the employee's spouse, child, parent, sibling, grandparent, parent-in-law, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, or any relative or domestic partner residing in the same household. ~~The Superintendent shall have the discretion to grant such paid time in the case of the death of~~ The paid time off set forth in this section shall apply to a step member of the immediate family (e.g., stepchild, stepfather) ~~provided that such leave shall not be unreasonably denied.~~

[No change to remaining parts]

Article IX, Section F Parental Leave (page 16). Replace the entire Section with the following. *The new language applies only to leaves that are in effect on the date of ratification and thereafter.*

1. Parental leaves will be granted to employees in accordance with the Massachusetts Parental Leave Act at M.G.L. Chapter 149, Section 105D (MPLA) and the Family Medical Leave Act (FMLA).
2. An employee 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.) At the time of the notification, the employee will select one of the following three (3) options, to the extent eligible:

Option A: Continuous Statutory Leave: Unpaid Massachusetts Parental Leave (M.G.L. Chapter 149, Section 105D or "MPL") (8 workweeks) (or unpaid leave under the Family Medical Leave Act Leave ("FMLA") (12 workweeks*) to be taken consecutively within one year of the child's arrival.

Option B: Two Periods of Leave of Statutory 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 the remaining ten (or six if MPL) weeks two months later.

*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.

Option C: Extended leave, with a return date planned and agreed upon in consultation with the Superintendent or designee in order to plan for coverage. Extended leave is available only for employees who have completed the last three full continuous school years of service). The extended leave shall not exceed one calendar year, provided that the Superintendent/designee grants an extension in order to provide for a return date at the beginning of a school year or semester.

3. **Use of paid time.** When exercising one of above options the following paid time will be available:
 - a. Effective July 1, 2025, six weeks (or three weeks if prior to July 1, 2025) of paid time, not to be deducted from the employee's accumulated paid sick time.
 - b. After using the weeks set forth in in Section 3.a. above, the employee may use the employee's own accumulated paid sick time.
 - c. An employee may apply to the sick bank for additional paid time if the employee meets the following criteria: (a) has completed the last full three years of continuous service, (b) has used the six (or three if prior to July 1, 2025) weeks of paid time, (c) has exhausted the employee's own paid sick time, and (d) presents a physician's certification of medical incapacity due to childbirth.
4. At the time the employee requests and is granted his/her leave, the anticipated date of return shall be specified. In the event an employee is unable to return on the specified date of return, the employee 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 employee's failure to return on

the specified date shall be deemed a voluntary resignation not subject to the grievance procedure.

5. An employee returning from a maternity/parental/adoptive leave of absence will be returned to the employee's 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 employee served one-half or more of the year in which the leave was granted.

Article IX, Section G Sick Leave Bank. Eliminate and replace with the following:

Sick Leave Bank

There shall be established a Sick Leave Bank for the use of bargaining unit members who have completed three full continuous years of service and who are suffering from extended serious personal illness or injury. In addition, a member of the Bank who has completed three full continuous years of service and who does not have sufficient accrued sick time to allow for the sixty (60) days in a school year (as provided by Article VII Section A.1) to care for a child, spouse (or domestic partner) or parent with a serious health condition. The employee may use up to thirty-five (35) days from the sick bank for such purpose so long as the employee has applied for and received approval for leave under the FMLA for the purpose of such caretaking. The following shall apply to the sick bank:

This bank will acquire its days by the voluntary donation of one sick day at the second payroll each year from any Employee who elects to join the bank ~~each year~~. Employees donating to the bank lose the day donated from their normal entitlement. Once the balance of days in the Sick Leave Bank falls below fifty (50) days, those members of the bargaining unit who wish to remain members of the bank shall contribute an additional day to the Sick Leave Bank. *[order changed]*

All deposits to the Bank are to be voluntary, however, any Employee who desires not to participate in the Bank must affirmatively notify the Superintendent's office using the Sick Leave Bank Non-Participation Form in Appendix [] ("Non-Participation Form") as set forth below.

- a) **Unit members who have already completed three full continuous years of service:** Effective with the ratification of the Contract for the period beginning July 1, 2024, all current unit members who have completed three continuous years of service shall be provided with the Non-Participation Form. If the unit member does not wish to join the Bank (and thus not to donate their own sick day in accordance with this section), the unit member must submit the Non-Participation Form to the Superintendent's office no later than twenty (20) school days following receipt. If the unit member does not submit the Non-Participation Form to the Superintendent's office within the twenty (20)-day time period, the member shall be enrolled in the Sick Bank and shall have one sick day deducted from their sick leave entitlement and deposited into the Bank each year.
- b) **Unit members upon completing three full continuous years of service:** Upon meeting this requirement, each unit member shall be provided the Non-Participation Form. If the unit member does not wish to join the Bank (and thus not donate their personal sick day in accordance with this section), the unit member must submit the form to the Superintendent's office within twenty (20) school days following receipt of the form. If the unit member does not submit the Non-Participation Form

within the twenty (20)-day period, the unit member shall be enrolled in the Sick Bank and shall have one sick day deducted from their sick leave entitlement and deposited into the Bank each year.

- c) **Decision to Cease Bank Membership:** If the unit member elects to participate in the Bank in accordance with Paragraphs 1 and 2 above, but later wishes to cease participation, the unit member may submit the Non-Participation form at any time. After receipt, the employee's membership in the Bank shall cease for all subsequent school years. All days previously deducted and deposited shall be forfeited.

Awarding of Days: The awarding of sick leave days from the bank will be governed by a four-member Board of Directors, two of whom are appointed by the Superintendent and two appointed by the CTU. Awarding of days from the Bank requires a majority vote of the Board. A unit member initiates the process of applying for Bank benefits by submitting a request in writing to the Superintendent alongside appropriate medical documentation. The initial grant of sick leave by the Board to an employee for personal illness shall not exceed forty (40) days. Upon completion of the forty (40) day period, the grant may be extended by the Board. There shall be a cap of 184 days for sick leave bank usage by any individual* for personal illness. There shall be a cap of 70 days for sick leave bank usage by any individual to care for the member's spouse, domestic partner, or child with a serious illness.

The following criteria shall be used by the Board in administering the Bank and in determining eligibility and amount of leave:

- a. Adequate medical evidence.
- b. Prior utilization of all accrued personal and sick leave.

Article IX Commencement Leave, Section Q. ~~Graduation of Paraprofessional~~ (page 19). 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 (including stepchild) or spouse, from any 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.

Article V Family and Medical Leave Act. *NEW Language*

Eligible employees are entitled to leave under the Family and Medical Leave Act. All leave taken for qualifying events under FMLA shall be applied to an individual's FMLA allotment. An employee is entitled to a maximum of twelve (12) work weeks of FMLA leave during any twelve (12) month period calculated on a "rolling" calendar basis. Employees should contact the Director of Personnel for information regarding eligibility and qualifying events under the FMLA. Use of paid time under the provisions of the Contract runs concurrently with the Employee's FMLA entitlement, to the extent applicable.

When updating contract, review for any housekeeping issues, e.g., standard use of "employee."

This Memorandum of Agreement, having been ratified by the parties, is hereby signed and sealed by their duly authorized representatives. The parties recognize and agree that all proposals/counterproposals regarding changes to the Collective Bargaining Agreement not embodied in this Memorandum have been withdrawn.

FOR THE COMMITTEE

FOR THE UNION

(date)

(date)

Chelsea/para-24-03-neg/24-12-16-para MOA for sig

PARA PAY PROPOSAL (annual percent increase plus market adjustment)

* annual figures based upon 210 days per year

Agreed upon 12/11/24

	FY2024 adopted	FY2025					FY2026					FY2027					OVERALL		
		diff	3% Pct Increase		Estimated Annual	step diff	5.0% Pct Increase		Estimated Annual	step diff	5.0% Pct Increase		Estimated Annual	step diff	CHG FY25	CHG FY26	CHG FY27		
			\$3,500	\$5 Adj			\$2,000	\$5 Adj			\$1,500	\$5 Adj							
P	1	17.96	18.50	2.56	21.06	28,746.90	22.11	1.47	23.58	32,186.70	24.76	1.10	25.86	35,298.90	17.3%	12.0%	9.7%		
P	2	19.21	19.79	2.53	22.32	30,466.80	23.44	1.55	24.99	34,111.35	26.24	1.16	27.41	37,414.65	16.2%	12.0%	9.7%		
P	3	20.43	21.04	2.62	23.66	32,295.90	24.84	1.65	26.49	36,158.85	27.81	1.23	29.05	39,653.25	15.8%	12.0%	9.7%		
P	4	21.66	22.31	2.77	25.08	34,234.20	26.33	1.75	28.08	38,329.20	29.48	1.31	30.79	42,028.35	15.8%	12.0%	9.7%		
P	5	22.90	23.59	2.99	26.58	36,281.70	27.91	1.85	29.76	40,622.40	31.25	1.39	32.64	44,553.60	16.1%	12.0%	9.7%		
TAI	1	20.52	21.14	2.56	23.70	32,350.50	24.89	1.47	26.36	35,981.40	27.68	1.10	28.78	39,284.70	15.5%	11.2%	9.2%		
TAI	2	21.75	22.40	2.72	25.12	34,288.80	26.38	1.56	27.94	38,138.10	29.34	1.16	30.51	41,646.15	15.5%	11.2%	9.2%		
TAI	3	23.05	23.74	2.89	26.63	36,349.95	27.96	1.66	29.62	40,431.30	31.10	1.23	32.34	44,144.10	15.5%	11.2%	9.2%		
TAI	4	24.47	25.20	3.03	28.23	38,533.95	29.64	1.76	31.40	42,861.00	32.97	1.31	34.28	46,792.20	15.4%	11.2%	9.2%		
TAI	5	25.89	26.67	3.25	29.92	40,840.80	31.42	1.86	33.28	45,427.20	34.94	1.39	36.34	49,604.10	15.6%	11.2%	9.2%		
TAII	1	22.88	23.57	2.56	26.13	35,667.45	27.44	1.47	28.91	39,462.15	30.36	1.10	31.46	42,942.90	14.2%	10.6%	8.8%		
TAII	2	24.11	24.83	2.87	27.70	37,810.50	29.09	1.55	30.64	41,823.60	32.17	1.16	33.35	45,522.75	14.9%	10.6%	8.8%		
TAII	3	25.50	26.27	3.09	29.36	40,076.40	30.83	1.65	32.48	44,335.20	34.10	1.23	35.35	48,252.75	15.1%	10.6%	8.8%		
TAII	4	26.89	27.70	3.42	31.12	42,478.80	32.68	1.75	34.43	46,996.95	36.15	1.31	37.47	51,146.55	15.7%	10.6%	8.8%		
TAII	5	28.29	29.14	3.85	32.99	45,031.35	34.64	1.86	36.50	49,822.50	38.33	1.39	39.72	54,217.80	16.6%	10.6%	8.8%		