

CLERICAL 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 (clerical 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. Amend as follows:

A. Union Recognition

The Chelsea School Committee recognizes the Chelsea Teachers' Union, Local 1340, AFT Massachusetts, AFL-CIO, as the exclusive bargaining agent for matters covered by Chapter 150E of the General Laws for all full-time and regular part time clerical employees employed by the Chelsea School Committee, including senior clerks, principal clerks, principal account clerks, payroll supervisor, and the Data Management Specialist at the Chelsea Opportunity Academy,## and excluding all managerial, confidential, casual, and all other employees.

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 Data Management Specialist at COA. Until such schedule and determination is made, terms and conditions of employment for that position that were in effect prior to ratification shall remain in effect.

Article III Working Conditions, Section B.5, Hours of Work (page 3). *New Language*

5. Summer Hours

Each Friday during the month of July, 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.

Article III Working Conditions, Section C Holidays (page 4).

Add Juneteenth to the list of holidays.

Article III Working Conditions, Section J Snow / Weather Days (page 7). Delete existing language and replace with the following:

Each employee (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 employees 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 employees from reporting for work, clerks will be paid for the day, such paid day not to be deducted from personal or vacation time.

Article III Working Conditions, Section R Coverage *New Language*

R. Coverage

In the event an employee is assigned to cover another employee's schedule during the day, at the employee's request the supervisor will consult with the employee about prioritizing the employee's remaining responsibilities for the day. After consultation with the employee, the principal may authorize extended hours if necessary for work completion. Such hours will be compensated in accordance with Article III, Section E (Additional Hours and Overtime).

Article IV Benefits, Section D Extended Care. *New Language*

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 V Leaves of Absence, Section B Sick Leave, Part 1.a (page 10). Delete the entire Part 1.a and replace with the following:

1. Use of Sick Leave.

a. Employees may use their accrued paid sick leave in accordance with the following:

- (i) For their own personal illness or injury or exposure to a contagious disease.
- (ii) Up to 15 days per year may be used for the care of a sick or injured member or the employee's immediate family. For the purpose of this provision only, "immediate family" shall consist of the employees' spouse (or domestic partner), child or parent with a serious health condition.
- (iii) Up to an additional 45 days per school year (beyond the 15 in 1.a (ii)) 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 caretaking.

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.

Section B, Part 1 (Use of Sick Leave), Part e (page 11). *New Language*

- d. The Chelsea Teachers' Union, the Chelsea School Committee and the Superintendent agree that consistent attendance of clerical staff is essential to providing for appropriate functioning of our schools on behalf of 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 V Leaves of Absence, Section D Sick Leave Bank (page 12).

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 one year 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 V Leaves of Absence, Section E Parental Leave (page 12). Delete current language and replace with the following. The new language applies only to leaves that are in effect on the date of ratification and thereafter.

Parental Leave

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 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 three full continuous years of 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 V Section F. Personal Leave (page 13). Amend the third paragraph as follows:

[No change to first paragraph.]

"Emergency" includes home, personal or family emergencies that the employee is unable to schedule for non-work hours, including care of the immediate family or permanent members of the household and non Chelsea School related court cases. ~~A "Request of Temporary Leave" form to substantiate the absence under personal emergency must be submitted to the supervisor on the day following the emergency.~~ Employees who request personal leave for a personal emergency are not required to state the reason for the request. The request will be approved by the administrator unless there are compelling reasons for denial. Personal leave days may not be granted immediately preceding or immediately following a scheduled vacation or holiday period although, by contract, the Superintendent may grant a paid personal day if a case so warrants. Any employee whose request has been denied has the right immediately to appeal the denial to the Superintendent, and the Superintendent or their designee shall review the request and render a decision within twenty-four hours. Employees who are appealing a denial may wish to provide more complete information about the request, but they are not required to do so.

[No change to remaining paragraphs.]

Article V Leaves of Absence G Vacation Leave (page 14). Amend as follows:

The following applies to regular full-time employees:

1. The anniversary date of the employee's hire shall be used for vacation length calculation.

~~Employees hired on or after November 1, 1992:~~

Each eligible full time permanent employee shall accrue vacation with pay in accordance with the following schedule provided that such employee has actually worked at least ninety (90) days during the year preceding the employee's anniversary date of employment.

0-5 Years of service: 40 15 days paid vacation per year
5-~~15~~40 Years of service: 45 20 days paid vacation per year
~~40~~15+ Years of service: 20 25 days paid vacation per year
Vacation leave for eligible employees will accrue monthly.

Only time actually worked shall count toward the time necessary to qualify for vacation with pay. Time not worked while in non-pay status including Workers' Compensation is excluded from vacation accrual.

All full time prior paid service for the City of Chelsea shall count toward the time necessary to qualify for vacation with pay.

Part-time employees will accrue paid vacation leave at a pro-rata portion of the full-time rates.

~~Employees hired prior to November 1, 1992:~~

~~Employees hired prior to November 1, 1992, shall remain entitled to three weeks (15 days) paid vacation per year upon completion of one year of continuous employment through to the tenth year of service, four weeks (20 days) paid vacation per year following completion of ten years of service, and five weeks (25 days) paid vacation per year following completion of fifteen years of service.~~

~~Full time employees hired on or before November 1, 1992, who are on the "half-day" schedule utilize paid vacation leave on the basis of days taken, regardless of scheduled hours of work on the day taken: each vacation day used shall be considered as one day of leave.~~

Article V Leaves of Absence, Section H Commencement Leave (page 16). Eliminate current language and replace with the following:

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 Leaves, Section I Funeral Leave (page 16). Amend as follows:

1. All employees will receive up to five (5) days off with pay in the case of a death in the immediate family. The term immediate family means the employee's spouse, child, father, mother, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, or any relative or domestic partner residing in the same household. The paid time off set forth in this section shall apply ~~The Superintendent shall have the discretion to grant such paid time~~ in the case of the death of a step member of the immediate family (e.g., stepchild, stepfather).
2. An employee may be granted one day's absence for the funeral of the employee's or spouse's aunt, uncle, niece, nephew, grandparent, brother-in-law, or sister-in-law.

New: In the event of a familial loss (either the pregnant person or the co-parent) of a pregnancy due to miscarriage or stillbirth all members of the bargaining unit shall be entitled to up to five (5) days at the time of this loss. Neither the length of the pregnancy nor the number of children will impact the number of days to which members of the bargaining unit are entitled.

[No change to remaining subsections.]

Article V, Section [] 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,

Article VII Wages, Section E. Multilingual Stipend **New Language**

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

Article VII Wages, Section B Wage Rates by Classification (page 19).

Effective July 1, 2024	3% and a \$1,000 differential; steps at 6% distance; add Step 4
Effective July 1, 2025	5% and a 1000 differential; add Step 5
Effective July 1, 2026	5%

Article VII Wages, Section C Longevity (page 19).

C. Longevity payment shall be made to each employee in accordance with the following schedule:

	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

[No changes to remainder of Section.]

Article VII Wages, Section D (Degree Stipends) (page 19). Amend amounts as follows:

Associates Degree	\$ 4700 <u>2000</u>
Bachelor Degree	\$ 2200 <u>2500</u>
Master's Degree	\$ 2700 <u>3000</u>

[no change to remainder of section]

Article VII Wages, Section E Alumni Hiring Incentive (page 19). **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 IX Professional Development (page 20). Eliminate entire article and replace with the following:

1. Consultation on Professional Development. In the event the District provides release time for professional development, the Administration shall consult with two representatives appointed by the Union in planning the content of such programs to provide for maximum effectiveness. However, it is acknowledged that the final decision in this regard must rest with the administration. Once planned, professional development programs may be adjusted as the administration deems necessary in light of current circumstances.

2. The Chelsea School Department shall provide one-half payment for a course taken by a clerical unit employee for professional improvement. A clerk shall be provided tuition reimbursement for a maximum of three (3) courses per year: one for fall, one for spring and one for summer; or one (1) course during the school year and

two (2) courses during the summer. 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.~~ Reimbursement for courses shall not exceed \$10,000 for the unit per year.

3. 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.

4. 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.

5. 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).

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)

CLERK PAY PROPOSAL (step 4 and \$1,000 adjustment in FY2025, plus % increase)

Agreed upon 12/11/24

FY2024 adopted	step diff	FY2025				FY2026				FY2027				OVERALL		
		3% Pct Increase		Total step diff	5.0% Pct Increase		Total step diff	5.0% Pct Increase		Total step diff	CHG FY25	CHG FY26	CHG FY27			
		\$1,000	\$5 Adj		\$1,000	\$5 Adj		\$0	\$5 Adj							
Principal Clerk																
PC 1	47,897.49	49,334.41	1,000.00	50,334.41	52,851.13	1,000.00	53,851.13	56,543.69	0.00	56,543.69	6.0%	5.1%	7.0%	5.0%	vs no step 4 vs no step 4 or 5	
PC 2	50,441.40	51,954.64	1,399.83	53,354.47	56,022.19	1,060.01	57,082.20	59,936.31	0.00	59,936.31	6.0%	5.8%	7.0%	5.0%		
PC 3	54,573.61	56,210.82	344.92	56,555.74	59,383.53	1,123.60	60,507.13	63,532.49	0.00	63,532.49	6.0%	3.6%	7.0%	5.0%		
PC 4				59,949.08	62,946.53	1,191.03	64,137.56	67,344.44	0.00	67,344.44	6.0%	9.8%	7.0%	5.0%		
PC 5							67,985.81	71,385.10	0.00	71,385.11	6.0%	20.2%	5.0%	5.0%		
Principal Account Clerk																
PAC 1	51,366.84	52,907.85	1,000.00	53,907.85	56,603.24	1,000.00	57,603.24	60,483.40	0.00	60,483.40	6.0%	4.9%	6.9%	5.0%	vs no step 4 vs no step 4 or 5	
PAC 2	54,026.25	55,647.04	1,495.28	57,142.32	59,999.44	1,059.99	61,059.43	64,112.41	0.00	64,112.41	6.0%	5.8%	6.9%	5.0%		
PAC 3	58,467.44	60,221.46	349.40	60,570.86	63,599.40	1,123.60	64,723.00	67,959.15	0.00	67,959.15	6.0%	3.6%	6.9%	5.0%		
PAC 4				64,205.11	67,415.37	1,191.01	68,606.38	72,036.70	0.00	72,036.70	6.0%	9.8%	6.9%	5.0%		
PAC 5							72,722.76	76,358.90	0.00	76,358.90	6.0%	20.1%	5.0%	5.0%		
Payroll Supervisor																
PS 1	54,938.72	56,586.88	1,000.00	57,586.88	60,466.22	1,000.00	61,466.22	64,539.53	0.00	64,539.53	6.0%	4.8%	6.7%	5.0%	vs no step 4 vs no step 4 or 5	
PS 2	57,786.57	59,520.17	1,521.92	61,042.09	64,094.19	1,060.00	65,154.19	68,411.90	0.00	68,411.90	6.0%	5.6%	6.7%	5.0%		
PS 3	62,488.01	64,362.65	341.97	64,704.62	67,939.85	1,123.59	69,063.44	72,516.62	0.00	72,516.62	6.0%	3.5%	6.7%	5.0%		
PS 4				68,586.90	72,016.25	1,191.00	73,207.25	76,867.61	0.00	76,867.61	6.0%	9.8%	6.7%	5.0%		
PS 5							77,599.69	81,479.67	0.00	81,479.67	6.0%	19.9%	5.0%	5.0%		

vs no step 4
vs no step 4 or 5

vs no step 4
vs no step 4 or 5

vs no step 4
vs no step 4 or 5