

**AGREEMENT**

**between**

**CHELSEA TEACHERS' UNION**

**(PARAPROFESSIONAL UNIT)**

**LOCAL 1340**

**AFT MASSACHUSETTS, AFL-CIO**

**and**

**CHELSEA SCHOOL COMMITTEE**

**CHELSEA, MASSACHUSETTS**

**Duration of Agreement**

**July 1, 2021 - June 30, 2024**

**TABLE OF CONTENTS**

	Subject	Page
<b>Article I</b>	<b>Union Recognition, Jurisdiction, and Definitions</b>	<b>1</b>
<b>Article II</b>	<b>Committee Rights</b>	<b>2</b>
<b>Article III</b>	<b>Existing Conditions of Employment</b>	<b>2</b>
<b>Article IV</b>	<b>Compensation</b>	<b>3 – 6</b>
	A. Basic Salary Schedule	3
	B. Method and Time of Salary Payment	4
	C. Anniversary Dates	4
	D. Working Before/After School Year	4
	E. Itemized Payroll Deductions	5
	F. Placement on Salary Schedule	5
	G. New Positions	5
	H. Longevity	5
	I. Pay for Snow Days	5
	J. Severance Pay	5
	K. Interpreter Pay	5
	L. Lead Pilot	6
<b>Article V</b>	<b>Fringe Benefits</b>	<b>6 – 7</b>
	A. Health and Life Insurance	6
	B. Pension	7
	C. Tax-Free Annuities	7
	D. Worker's Compensation	7
<b>Article VI</b>	<b>Working Conditions</b>	<b>7 – 12</b>
	A. Notices and Announcements	7
	B. School Facilities	8
	C. Seniority	8
	D. Length of School Day/School Year	8
	E. Assistance in Assault Cases	8
	F. Transporting Children	8
	G. Duty-Free Lunch Period	8
	H. Paraprofessional Files	8
	I. Substitutes	9
	J. Adjustment of Pay	10
	K. Layoffs	10
	L. School Site Council	10
	M. Professional Development	10
	N. Drug Free Schools	11
	O. Interpreters	12
	P. Class Preparation Pilot	12
<b>Article VII</b>	<b>Performance Evaluations</b>	<b>12</b>
<b>Article VIII</b>	<b>Transfers – Promotions</b>	<b>13</b>

<b>Article IX</b>	<b>Leaves of Absence</b>	<b>13 – 19</b>
	A. Sick Leave	13
	A.-1. Sick Leave Buy Back	14
	B. Personal Days	14
	C. Funeral Leave	15
	D. Military Leave	16
	E. Organized Reserve Forces	16
	F. Parental Leave	16
	G. Sick Leave Bank	17
	H. Personal Need	18
	I. Maintenance of Rights	18
	J. Extension of Leave of Absence	18
	K. Request for Leave	18
	L. Quarantine	18
	M. Vacation	19
	N. Jury Duty	19
	O. Religious Days	19
	P. ELT/Extended Day Pay	19
	Q. Graduation of Paraprofessional	19
	R. Domestic Violence Act	19
<b>Article X</b>	<b>Academic Freedom; Professional Activity</b>	<b>20</b>
<b>Article XI</b>	<b>Union Rights and Responsibilities</b>	<b>20 – 22</b>
	A. Union Representation Information	20
	B. Information	20
	C. Protection of Individual and Group Rights	20
	D. Union Activity at the School Level	20
	E. Time for Building Representatives	21
	F. Deductions for Dues Check-Off/Agency Fee/COPE Deductions	21
	G. Employee Rights	21
	H. Legal Assistance and Support	22
	I. Fair Practices	22
<b>Article XII</b>	<b>Grievance Procedure</b>	<b>23 - 24</b>
	A. Definition	23
	B. Adjustments of Grievances	23
<b>Article XIII</b>	<b>Arbitration</b>	<b>24</b>
<b>Article XIV</b>	<b>Handling of New Issues</b>	<b>25</b>
<b>Article XV</b>	<b>Savings Clause</b>	<b>25</b>
<b>Article XVI</b>	<b>Existing Laws and Regulations Preserved</b>	<b>26</b>
<b>Article XVII</b>	<b>Duration of Agreement</b>	<b>26</b>
<b>Appendix A</b>	<b>Paraprofessional Evaluation</b>	<b>27 - 28</b>
	<b>Personal Day Form</b>	<b>29</b>
	<b>Form for Selection of Options for Parental Leave</b>	<b>30 - 31</b>

## ARTICLE I

### UNION RECOGNITION, JURISDICTION, AND DEFINITIONS

#### A. Union Recognition

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.

#### B. Jurisdiction

The jurisdiction of the Union shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit, regardless of whether these duties or functions are performed by present or modified by new processes or equipment.

#### C. Definitions

The term "Committee" as used in this Agreement means the Chelsea School Committee.

The term "Parties" as used in this Agreement refers to the Committee and the Union as participants in this Agreement.

The term "School" as used in this Agreement means any work location or functional division maintained by the School Department.

The term "Superintendent" as used in the Agreement shall be understood to mean the person holding the position of Superintendent of Schools of the Chelsea School Department.

The term "Administrator" or the "Administration" shall be understood to mean the same as "Superintendent" or his deputies.

The term "Principal" as used in this Agreement means the responsible administrative heads of their respective schools.

The term "Paraprofessional" and the term "Person" as used in this Agreement means a person employed by the Committee in the bargaining unit as described in Section A of Article 1.

The term "Union Representative" as used in this Agreement means any duly-authorized designee of the Union.

Wherever the singular is used in this Agreement, it is to include the plural.

Whenever in this Agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

## **ARTICLE II**

### **COMMITTEE RIGHTS**

#### **Committee Rights Clause**

1. In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the City of Chelsea in the Committee for the quality of education in and the efficient and economical operation of the Chelsea School System, it is herein agreed that except as specifically and directly modified by the express language in a specific provision of this agreement, the Committee retains all rights and powers that it has or may hereafter be granted by law.
2. Except as expressly provided otherwise by the terms of this Agreement, the determination and setting of district wide policy are vested exclusively in the School Committee. The operation of the schools, the direction of the professional staff, and the implementation of policy are vested exclusively with the Superintendent of Schools.
3. All notices, demands, grievances, or other documents to be served upon, or delivered to the School Committee will be delivered in a timely fashion to the Superintendent of Schools, Chelsea City Hall, Chelsea, MA.

## **ARTICLE III**

### **EXISTING CONDITIONS OF EMPLOYMENT**

The parties recognize that the success of the Chelsea schools, the successful implementation of this agreement, and the enhancement of the stature of paraprofessionals require the readiness of both parties to confer about proposed actions or potential problems.

Therefore, the Union, as the sole and exclusive representative of the employees in the bargaining unit, and the School Committee agree to establish regular consultation sessions where representatives of either party may raise issues relating to the implementation and administration of this agreement, discuss proposed actions which may be the subject of collective bargaining, and resolve potential problems at the earliest possible time. The frequency of such meetings shall be determined by mutual agreement of the parties.

**ARTICLE IV**  
**COMPENSATION**

**A. Basic Salary Schedule**

Paraprofessionals shall be paid in accordance with the following schedules:

1. The following hourly rates shall apply to Paraprofessionals:

Step	7/1/2021- 6/30/2022	7/1/2022- 6/30/2023	7/1/2023- 6/30/2024
P/1	\$16.81	\$17.36	\$17.96
P/2	\$17.98	\$18.56	\$19.21
P/3	\$19.12	\$19.74	\$20.43
P/4	\$20.27	\$20.93	\$21.66
P/5	\$21.43	\$22.13	\$22.90

2. The following hourly rates shall apply to Teaching Assistants (Associate Degree Level):

Step	7/1/2021- 6/30/2022	7/1/2022- 6/30/2023	7/1/2023- 6/30/2024
TA I/1	\$19.20	\$19.82	\$20.52
TA I/2	\$20.35	\$21.01	\$21.75
TA I/3	\$21.57	\$22.27	\$23.05
TA I/4	\$22.90	\$23.64	\$24.47
TA I/5	n/a	\$25.01	\$25.89

3. The following hourly rates shall apply to Teaching Assistants (B.A. Degree Level):

Step	7/1/2021- 6/30/2022	7/1/2022- 6/30/2023	7/1/2023- 6/30/2024
TA II/1	\$21.41	\$22.11	\$22.88
TA II/2	\$22.56	\$23.29	\$24.11
TA II/3	\$23.86	\$24.64	\$25.50
TA II/4	\$25.16	\$25.98	\$26.89
TA II/5	n/a	\$27.34	\$28.29

4. Paraprofessionals shall advance on the hourly rate schedule as follows:
  - a. All paraprofessionals who are not at the top step, shall advance each year to the next hourly rate step based on their performance.
  - b. Advancement to the next higher hourly rate step shall be based on a performance rating of "proficient." Any paraprofessional whose performance is rated as less than "proficient," shall be reviewed during the month of November of the succeeding school year, provided that he or she remains continuously employed by the school system, or at the end of three months of employment in the succeeding school year, whichever occurs first. If the new evaluation is rated "proficient," the paraprofessional shall move to the next step on the scale, proficient the next pay period.

**B. Method and Time of Salary Payment**

All paraprofessionals shall be paid on a weekly basis.

Deductions for health insurance and Union dues shall be on a weekly cycle and not be a factor in the summer months.

For purposes of payroll computation, the work week starts at 12:01 a.m., Monday, and runs through midnight Sunday.

Beginning with the 2006-2007 school year, all newly hired paraprofessionals shall have their paychecks direct deposited.

**C. Anniversary Dates**

For purposes of salary payment, full-time paraprofessional employees serving more than one-half (1/2) school year will advance a step on the salary schedule each September.

**D. Working Before and/or After the Regular School Year**

Any paraprofessional required to work before and/or following the close of the school year shall be compensated at the same hourly rate which they receive during the school year. Such payment is to be based upon an hourly, daily or weekly rate, whichever is applicable.

If, at the request of the Principal, a paraprofessional voluntarily attends a faculty meeting after the paraprofessional's regular work day, the paraprofessional will be compensated for the time of attendance at his/her regular hourly rate.

**E. Itemized Payroll Deductions**

A statement of weekly payroll deductions shall be provided to each employee.

**F. Placement on the Salary Schedule**

Members of the bargaining unit shall be placed on the salary schedule at the step appropriate for training and creditable years of experience as determined by Superintendent of Schools.

**G. New Positions**

If any new position, other than those specified in Article I of the Agreement, is established within the bargaining unit covered by this Agreement, the School Committee shall negotiate with the Union regarding the wages, hours and conditions of employment for said position.

**H. Longevity**

Paraprofessionals who have completed ten (10) or more years of service prior to the beginning of the school year shall receive longevity payments each year as follows:

	<u>Years of service completed</u>	
	<u>July 1, 2021</u>	<u>July 1, 2022</u>
10 years	\$1000.00	\$1250.00
15 years	\$1250.00	\$1500.00
20 years	\$1500.00	\$1750.00
25 years	\$1750.00	\$2000.00

Payments will be made with the last pay period in June.

**I. Pay for Snow Days**

When schools are not in session due to emergency weather conditions, all regular employees will receive their regular day’s pay for a maximum of five (5) days in any given school year.

**J. Severance Pay**

Upon retirement or death, paraprofessionals may redeem up to 130 days of their unused accumulated sick leave in cash at a rate of \$50.00 per day.

**K. Interpreter Pay**

No later than July 1, 2023, the District will adopt a program by which paraprofessionals with competencies in two or more languages may qualify for a credential to serve as an interpreter in the District. There shall be no limit on the number of Paraprofessionals who can attain this certification. Effective with the start of the 2023-2024 school year, paraprofessionals with such a credential will receive a stipend of \$60 per month. Through June 30<sup>th</sup>, 2023 only, Paraprofessionals who are assigned to serve as interpreters for regularly scheduled events such as “Trust Visits” and parent conference days will be paid at their regular hourly rate, plus \$10 dollars/per hour for time worked during these events. Nothing herein is intended to



relieve paraprofessionals who speak more than one language and have not qualified for the District's credential from the responsibility of using whatever bilingual skills they may have during various communication scenarios that may arise in a school setting.

## **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 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.

## **ARTICLE V**

### **FRINGE BENEFITS**

#### **A. Health and Life Insurance**

1. Health care benefits are subject to the provisions and procedures of M.G.L. Section 19 and are governed by agreements reached between the City of Chelsea and the Chelsea Public Employee Group. For the agreement between the City and the PEC effective July 1, 2019 through June 30, 2025 contributions for all active employees shall be: Harvard Pilgrim PPP – 30%; Harvard Pilgrim HMO – 20%.
2. The agreement also provides a Health Reimbursement Arrangement Fund (HRAF) with yearly caps for reimbursing subscribers for any Inpatient Hospitalization copayments incurred throughout the duration of the agreement. Reimbursement requests must be submitted to the City Human Resources office within 90 days of a hospital admission. Payments are made at the end of quarters.
3. **Opt –Out Program** – Provided the Program is offered through the City of Chelsea, employees are eligible for the (Opt Out Program) Health Insurance Benefit Option Program. As of May 2009, employees who participate in the City's Health Insurance plan for five uninterrupted years are eligible for an incentive payment for opting out of the City's plan (the policy is subject to change by the City of Chelsea at any time) Information can be obtained from the School Personnel Office or the City Human Resources Department.
4. The School Department will deduct the employee share from payroll checks for participating members on receipt of proper authorization.

5. On the date of retirement, coverage under the City's health and life insurance plans may be continued through local group.
6. It is agreed that should any changes occur in the statutes or city ordinances affecting health and welfare plans or should any changes be mandated by law, this agreement will be immediately reopened for negotiations on this subject.

**B. Pension**

The parties agree that all provisions of the Municipal Employees Pension Plan are a part of this agreement.

**C. Tax Free Annuities**

Paraprofessionals shall be allowed to take advantage of the Federal law concerning tax-free annuities.

**D. Worker's Compensation**

1. Employees who incur job-related illness or injury shall promptly file a written report on a form prescribed and provided by the school department of such illness or injury with their supervisor. An employee who is injured in the course of employment and is sent home, or to a medical facility, shall receive pay for the balance of the day of the injury. Time lost during statutory waiting periods (5 days) in which no Worker's Compensation weekly disability benefits are permissible may be paid by applying accrued sick leave.
2. Time lost after statutory waiting periods have been satisfied shall be paid for as provided under the Massachusetts Worker's Compensation laws (currently 60%). Employees may elect to use partial accrued sick leave days (40%) to supplement Worker's Compensation weekly disability benefits to the extent total compensation received does not exceed their regular pay.
3. In order to have the portions of used sick leave re-credited to the employee's account, the Worker's Compensation disability check (not including those payments made to reimburse for medical benefits) must be endorsed to the City of Chelsea. An employee may not receive both Worker's Compensation disability and sick leave reimbursement for the same period of absence.

**ARTICLE VI**

**WORKING CONDITIONS**

**A. Notices and Announcements**

1. All official circulars pertaining to paraprofessionals shall be posted on the school bulletin boards and a copy furnished to the Union Representative in each building.
2. The Rules and Regulations of the School Committee shall be posted and maintained on the Chelsea School Department website. The Union will be provided with a hard copy of the Rules and Regulations.
3. The Union will be provided with a list, on a semi-annual basis, of all the members of the bargaining unit and their work location.

## **B. School Facilities**

Every school building shall have at least one (1) furnished lounge for use by faculty and staff. Paraprofessionals shall be provided a locker or secure closet space to keep their personal belongings.

## **C. Seniority**

1. The School Department shall prepare a directory which indicates the date on which all members of the bargaining unit were hired.
2. Paraprofessional seniority is based upon length of service in the Chelsea School Department. Periods of service divided by a break due to resignation or termination shall not be added together to determine seniority.

## **D. Length of School Year and School Day**

1. The length of the school year for all paraprofessionals shall be the same as for teachers.
2. The length of the school day for full-time paraprofessionals shall be 6 1/2 hours, except that any paraprofessional who is required to work a longer school day shall be compensated at the paraprofessional's rate of pay.

## **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.
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.

## **F. Transporting Children**

Paraprofessionals shall not be required to transport children in their personal automobiles.

## **G. Duty-Free Lunch Period**

All paraprofessionals shall be given a 25 minute duty-free lunch period between 11 a.m. - 1:15 p.m. on each school day.

## **H. Personnel Files**

1. Any written or oral complaint about an employee that the Superintendent, Principal or his/her designee deems sufficiently serious as to warrant further action and/or investigation shall be called to the attention of the employee within five (5) school days. If the Superintendent or designee determines that a complaint or other matter that reflects negatively upon the employee is to be placed in the personnel file, the employee shall be provided an opportunity to review such material. The employee shall confirm that he/she has had such opportunity by affixing his/her signature to the copy to be

placed in the file. The signature signifies that the employee has had an opportunity to read the material and does not necessarily indicate agreement with its content. *[sunset removed]*

2. If the paraprofessional's personnel file is reviewed for any reason, the name of the reviewer, date reviewed and reason for the review shall be affixed to the file and a copy sent to the paraprofessional. Excluded from this provision are the Principal and Superintendent of Schools and members of their respective staff/designees.
3. Material relating to an employee's role in the processing of grievances as advocate, grievant or witness shall not be placed in an employee's personnel file.
4. An employee shall have the right to respond in writing to any item contained in the personnel file. The response shall be attached to, and made part of the original.
5. An employee shall have the right to submit any pertinent employment related material for inclusion in the employee's own personnel file. Upon written request the employee shall have the right to review and to reproduce any material contained in the School Department personnel file. With the employee's approval, the employee's designated union representative shall have the right to review the file.
6. Pursuant to applicable state law, employees' medical records will not be kept in the personnel file.

## **I. Substitutes**

1. Except in the case of an emergency, paraprofessionals (P1 - P4) will not be used as substitute teachers. The school system and each Principal will make every effort to hire substitute teachers to cover for absent teachers.

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.

There may be times when other professional personnel are unavailable, and a principal must assign a paraprofessional to a classroom; such occasions should not be commonplace; and, in such events, the paraprofessional will be compensated in accord with the provisions of the prevailing contracts.

The School Department will continue to advertise widely for substitute teachers and will continue to maintain a timely list of individuals willing, available, and competent to serve as substitute teachers.

The School Department will continue to explore with area colleges and universities the possibility of inviting upperclass undergraduates and graduate students to serve as substitute teachers.

The School Department will explore with the veterans' agency and with retirement organizations recruitment of individuals willing to serve as substitute teachers.

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.

To the extent possible, administrators will do their best to obtain professional substitutes in the event of predictable future teacher absences because of conferences, workshops, or the like.

2. Paraprofessionals, who serve as substitute teachers, shall retain their health benefits.
3. Any Paraprofessional who serves as a substitute teacher for a class period or longer shall be paid at the rate of \$10.00 per hour (prorated).
4. A substitute paraprofessional shall be compensated at Step 1 of the scale for which they hold qualifications.
5. Paraprofessionals who are certified and whose assignment to serve as a teacher in his/her program lasts for more than one (1) week and who acts in full conformity with teacher duties, including but not limited to preparation of lesson plans, evaluation of student's progress, attendance at parent meetings, maintenance of student records and participation in professional development activities shall be paid at step 1 of the teachers' salary scale for the time that he or she serves as a regular teacher after completion of the initial one (1) week.
6. Whenever possible, no paraprofessional shall be required to substitute for more than ½ school day, unless the paraprofessional is substituting in his/her own classroom.
7. In the event a paraprofessional is assigned to cover a teacher's schedule for a full day, that schedule will include the teacher's preparation period, provided that in the event the paraprofessional is needed to cover for an additional teacher at the time, the paraprofessional will be compensated during the missed prep period at the substitute rate, plus an additional \$10 an hour (for example, a paraprofessional with a regular rate of \$20 per hour would receive \$10 an hour for the sub pay and an additional \$10 per hour, for a total of \$40 per hour during the missed prep period).

#### **J. Adjustment of Pay**

If an employee alleges an error has been made in the employee's paycheck, the employee may initiate a grievance beginning with the Superintendent of Schools. An employee whose claim is upheld shall receive an adjustment in the next payroll check.

#### **K. Layoffs**

Seniority of employees shall be considered and will be a factor in decisions relating to reductions in force.

#### **L. School Site Council**

Paraprofessionals shall be eligible to run for the position designated as "support staff", and/or alternate on the School Site Councils.

#### **M. Professional Development**

1. The parties agree to continue having a committee to review and implement a professional development program for paraprofessionals.

2. The committee shall meet with representatives of the school department for the purpose of developing inservice training/course development for paraprofessionals. The committee will meet to discuss implementation of the new standards for paraprofessional qualifications as mandated under federal regulations and guidelines.
3. The Chelsea School Department shall provide one-half payment for courses taken for professional improvement. A paraprofessional 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.
4. Reimbursement for courses shall not exceed \$10,000.
5. 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.
6. 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 this documentation may result in the employee being required to repay all funds advanced.
7. Because the tuition reimbursement program is intended to benefit Chelsea students, any paraprofessional who has less than three years of employment in the District (in any capacity, not just as a paraprofessional) 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 (4<sup>th</sup>) 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).
8. Paraprofessionals will be paid when attending professional development workshops or inservice programs which are required by the School Department. Paraprofessionals will not be paid for attendance at professional development workshops or inservice programs which are voluntary. Notice of the inservice or professional development workshops will contain a statement informing the paraprofessional if compensation will be provided for the workshops.

## **N. Drug Free Schools**

As a condition of employment with the Chelsea Public Schools, all employees are required to sign the Employee Substance Abuse Policy. The Safe and Drug Free Schools and Communities Act requires this policy which mandates that the Chelsea Public Schools inform all employees that the use of drugs and/or alcohol in connection with activities on the premises of the Chelsea Public Schools is prohibited. This policy will be posted and maintained on the Chelsea Public School's website.

## **O. Interpreters**

The employer will provide an annual training session for employees covered by this agreement who are regularly assigned to interpret at meetings, with such training to focus on educational terminology commonly used in such meetings. The 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 his/her supervisor will consult with the employee about prioritizing the employee's remaining responsibilities for the day.

## **P. Class Preparation Pilot**

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 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 a paraprofessional to work onsite with that teacher for up to one (1) hour 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.

This pilot will sunset on June 30, 2024 unless both parties mutually agree to continue it.

## **ARTICLE VII**

### **PERFORMANCE EVALUATIONS**

All paraprofessionals shall be evaluated each year by the school principal or other administrator designated by the principal on factors which are job related. In order for the process to be coherent, it is essential that paraprofessionals have an opportunity to access their school email account on a daily basis.

1. The supervisor will set a time to allow the paraprofessional to access their e-mail every day causing as little disruption as possible to instructional time.
2. Supervisor will meet with paraprofessional on the first day of the school year to review expectations.
3. When a paraprofessional is observed and a reference is to be made in the evaluation, the supervisor will send the employee an email noting the observation.
4. By the last work day in February, there will be a Mandatory Mid –Year check in via email, using the tool to share where supervisor believes the paraprofessional is at that point during

the school year. There will be a quick write-up, e.g., “you’re on track!”; “I see you as proficient all areas”; “these are areas that you need to focus on improving”; etc. The employee may schedule a meeting with the supervisor, if they wish to discuss further.

5. A final evaluation will be given to the employee by the first Monday in June.
6. Any claim that an evaluation is arbitrary or discriminatory may be raised as a grievance. Claims of failure to comply with the procedures of this agreement are subject to arbitration; however, the arbitrator shall not have jurisdiction or authority to make an evaluative judgment or substitute his judgment for that of the principal or other administrator
7. The paraprofessional's signature on the evaluation form will indicate that the paraprofessional and the evaluator have discussed the evaluation. The paraprofessional's signature does not necessarily indicate agreement with the evaluation. The paraprofessional may respond in writing to the evaluation within one week of receipt of the evaluation; such response will be attached to the final evaluation.
8. In the event the State initiates a change to the evaluation of school personnel, the parties agree to further discussions.

## **ARTICLE VIII**

### **TRANSFERS - PROMOTIONS**

#### **A. Posting of Vacancies**

1. On or before June 15, the administration will post a list of known vacancies showing location and assignment.
2. Application deadlines will be specified in the posting of vacant positions.
3. Seniority of employees will be considered when filling vacant positions.
4. Paraprofessionals who apply for a transfer shall receive a written response within 30 days of the date of the posting for the open position, provided that a response is requested by the applicant.

## **ARTICLE IX**

### **LEAVES OF ABSENCE**

#### **A. Sick Leave**

Sick leave shall be credited to paraprofessionals as follows:

1. Paraprofessionals shall be credited with fifteen (15) days at the beginning of the school year. Newly hired paraprofessionals will not be eligible to be paid for sick days until the completion of thirty (30) working days. Sick leave for paraprofessionals whose service begins after the start of the school year or ends before the end of the school year shall be pro-rated at the rate of 1.5 sick days per month.



2. Paraprofessionals hired on or before the 15th of the month shall receive credit for sick leave for that month. Paraprofessionals hired after the 15th of the month shall begin sick leave accumulation the following month.
3. Paraprofessionals may accrue a maximum of 200 sick days.
4. Sick leave pay is only for absence due to illness or injury and is not to be used as holiday or vacation time. With prior approval, employees may utilize sick leave time off for medical treatment. Employees are expected to schedule treatments outside of regular school hours whenever possible.

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 within five (5) business days of the leave. Sick leave used under this paragraph cannot exceed 15 days. 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.

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.

**A.-1. Sick Leave Buy Back**

Paraprofessionals who have an accumulated sick leave balance of at least 45 days at the end of the school year and who have at least three full years in service shall be entitled to buy back up to five (5) days at the end of the school year in accordance with the following chart:

<u>Number of sick days due to illness</u>	<u>Number of eligible buy back days</u>	<u>P/3/4/5</u>	<u>TAI</u>	<u>TAII</u>
0	5	\$185.00	\$185.00	\$235.00
1	4	\$150.00	\$150.00	\$190.00
2	3	\$115.00	\$115.00	\$145.00
3	2	\$80.00	\$80.00	\$100.00
4	1	\$45.00	\$45.00	\$55.00
5	0	0	0	0

**B. Personal Days**

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, 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.

2. Personal leave may be used for personal emergency but not for personal convenience. 'Emergency' includes home, personal, or family exigencies that the paraprofessional is unable to schedule for non-school hours, including care of the immediate family or permanent members of the household and non-Chelsea school related court cases.
3. Paraprofessionals who request personal leave for a personal emergency are not required to state the reason for the request. The administrator will approve the request unless there are compelling reasons for denial. Such reasons may include district wide or school wide scheduled testing (known in advance) or absences of a large number of paraprofessionals already approved.
4. Employees must make timely request for such leave. In the case of exigencies known in advance, request for such leave should be made not less than two school days in advance.
5. Any paraprofessional whose request has been denied has the right to appeal the denial to the Superintendent of Schools, and the Superintendent or a designee shall review the request and render a decision **within two school days**. Paraprofessionals who are appealing a denial may wish to provide more complete information about the request, but they are not required to do so. Employees are entitled to Union representation and do not forfeit their grievance rights during this process.
6. Personal leave days may not be granted immediately preceding or immediately following a scheduled vacation or holiday period, though by contract, the Superintendent may grant a paid personal day if a case so warrants.
7. The Superintendent shall also continue to reserve the option of awarding unpaid personal leave "without prejudice" if this case so merits.

### C. Funeral Leave

1. All paraprofessionals 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 paraprofessional's spouse, child, 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 a step member of the immediate family (e.g., stepchild, stepfather), provided that such leave shall not be unreasonably denied.
2. A paraprofessional may be granted one day's absence for the funeral of the paraprofessional's or spouse's aunt, uncle, niece, nephew, grandparent, brother-in-law, or sister-in-law.

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.

3. Days granted for funeral leave will not be deducted from an employee's annual and/or cumulative sick leave.

4. Funeral days are consecutive school days immediately following or including day of death; however, if the death occurs on a day after the paraprofessional has reported for duty, such day shall not be counted as a funeral day. Weekends are not considered school days. Holidays, vacations, or suspended sessions shall be considered school days. If a death occurs when school is not in session, the paraprofessional may not be entitled to all days. In the event that services are not held promptly after a death, the Superintendent shall have the discretion to grant the funeral days as outlined above.
5. Permission to attend the service shall be granted to at least one paraprofessional per building in the case of death of a paraprofessional retired from that building.
6. The discretion of the Superintendent shall be exercised on the occasion of a death of a paraprofessional in the Chelsea School Department.
7. Paraprofessional representatives shall be permitted to attend funeral services of families of their colleagues when arrangements can be made among the faculty with the approval of the Principal.

#### **D. Military Leave**

Military leave of absence, without pay, may be granted to a permanent paraprofessional inducted into the armed forces for the required length of service, according to the terms of the Selective Services and Training Act of 1940, and subsequent amendments by Congress.

In accordance with the FMLA, eligible paraprofessionals are entitled to the following leaves relating to Military Leave:

Active Duty Leave – Up to 12 weeks of unpaid leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the teacher is on active duty, or has been notified of an impending call to active duty, in support of a contingency operation.

Injured Service Member Leave - An eligible paraprofessional who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of unpaid leave in a single 12-month period to care for the service member. This military caregiver leave is available during “a single 12-month period” during which an eligible paraprofessional is entitled to a combined total of 26 weeks of all types of FMLA leave.

#### **E. Organized Reserve Forces**

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence, without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component provided, however, that such leave shall not exceed seventeen (17) days.

#### **F. Parental Leave**

1. Parental leaves will be granted to employees in accordance with the Massachusetts Parental Leave Act at MGL 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 or the court, of an adoption date or a court placement, is 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 two (2) options to the extent eligible:

Option A - Statutory Leave: Unpaid Massachusetts Maternity Leave (MGL Chapter 149, Section 105D) or unpaid leave under the Family Medical Leave Act. To the extent an Employee has accrued paid sick time and is receiving a child through birth, surrogacy, adoption, or foster placement with the intent to adopt, the Employee may substitute up to twelve (12) workweeks of FMLA leave (or in the case of MPLA eight (8) workweeks), to be deducted from their accumulated paid sick time, so long as taken consecutively within twenty-four (24) workweeks of the child's arrival. The duration of the Statutory Leave shall not exceed twelve (12) workweeks (or in the case of MPLA eight (8) workweeks). Leave under this section is not based on upon medical incapacity and days from the sick back leave back are not available for use under this section. Extended school vacations, including breaks in December, February, April and over the summer do not count as workweeks, whereas merely shortened by holidays, snow days and the like do count as workweeks.

Option B – Extended Leave for employees who have completed the last three consecutive years of employment in the District (in any capacity, not only as a paraprofessional): Unpaid extended leave through the end of the school year in which approved Statutory Leave concludes.

3. At the time the employee requests and is granted his/her leave, the anticipated date of return shall be specified. In the event 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.
4. An employee 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 employee served one-half or more of the year in which the leave was granted.

## **G. Sick Leave Bank**

There shall be established a Sick Leave Bank for the use of bargaining unit members who have completed at least one year of service as a paraprofessional in the Chelsea School System.

1. The purpose of the Sick Leave Bank is to assist eligible participating members suffering from serious personal illness/injury for which documentation shall be required.
2. Each eligible member who wishes to participate shall contribute one (1) day from his/her own sick leave account to the Sick Leave Bank.
3. Upon the exhaustion of the individual's personal sick leave account and all other paid leave (personal and vacation days), the paraprofessional may apply to draw from the Sick Leave Bank.
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.

5. Contributions to the Sick Leave Bank for eligible paraprofessionals will be made at the start of each school year by completion of a form prepared by the Director of Personnel and to be made available at each school.
6. Once the balance of days within 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.

#### **H. Personal Need**

Members of the bargaining unit may be granted an unpaid leave for the following reasons: prolonged illnesses, needed rest, and necessities of the home; professional improvement when paraprofessionals are not eligible for sabbatical leaves of absence; to serve in public office, for working at a United States Military Installation abroad; or for any other activity which would benefit the Chelsea School System. Such leave shall be granted for employees who have completed five (5) years of service.

#### **I. Maintenance of Rights**

All benefits to which a paraprofessional - as entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially similar or equivalent position.

#### **J. Extension of Leave of Absence**

Leaves of absence may be extended by the Superintendent of Schools. The right to increment credit and the same or a substantially equivalent position upon return from an extended leave shall be determined by the Superintendent of Schools in each case.

#### **K. Request for Leave**

All requests for leave under this Article shall be made through a person's Principal or immediate supervisor to the Superintendent of Schools or his designee.

#### **L. Quarantine**

Any paraprofessional excluded, removed, or quarantined from service by action of a public health official due to exposure to any disease in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion, removal, or quarantine but in no case for more than two years and for such further additional period as the employee may be entitled to under the regulations of the Chelsea School Committee.

## **M. Vacation**

1. Employees in the bargaining unit shall receive up to fifteen (15) vacation days with pay to be taken when schools are not in session due to scheduled breaks in the school calendar. Vacation days may be used for days when schools are not in session or snow days. Vacation leave for paraprofessionals whose service begins or ends other than at the established school year shall receive a pro-rata share at the rate of 1.5 days per month.
2. Employees shall receive pay for all holidays which fall on Monday through Friday during the regular school year.
3. In any year when there are more than 15 days when school is not in session due to scheduled breaks as announced in the official school calendar, paraprofessionals who begin their service during the first month of school will receive (an) additional vacation day(s) to cover the additional days. However, in no event shall the additional days exceed 5 days.

## **N. Jury Duty**

Any employee who is called to jury duty shall remit to the School Department any fees received for performing jury duty when such payment is less than the paraprofessional's daily rate of pay. In such instances the School Department shall pay the paraprofessional's regular daily pay. When the fees for jury duty are in excess of the paraprofessional's daily rate of pay, the paraprofessional may choose to retain such fees and receive no payment from the School Department for the period of jury service.

## **O. Religious Days**

Each paraprofessional will receive two (2) days for the purpose of observing religious holidays. Employees may also use personal or vacation days for the observance of religious holidays.

## **P. ELT/ Extended Day Pay**

Whenever a paraprofessional is out sick or on any other approved paid leave, he/she shall receive full pay, including the pay for extended hours, if scheduled for that day.

## **Q. Graduation of Paraprofessional**

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.

## **R. Domestic Violence Act**

The Chelsea School Department and the Chelsea Teachers' Union acknowledge that the Domestic Violence Act (DVA) provides up to fifteen (15) days of unpaid leave in any twelve (12) month period for employees under the circumstances outlined by the statute. The parties agree to the following with respect to implementation: (1) the twelve (12) month basis will be calculated on a rolling calendar basis, (2) the Superintendent will allow the paraprofessional under Article VII, A. 9, to substitute his/her accrued paid sick leave for the unpaid leave provided by the statute.

## **ARTICLE X**

### **ACADEMIC FREEDOM; PROFESSIONAL ACTIVITY**

When a paraprofessional speaks or writes as a citizen, he/she shall be free from administrative censorship and/discipline.

## **ARTICLE XI**

### **UNION RIGHTS AND RESPONSIBILITIES**

#### **A. Union Representation**

1. The Principal shall recognize the Union Building Representative as the official representative of the paraprofessionals in the school.
2. The Committee of Union representatives which meets with the Superintendent of Schools for consultation on matters of educational programs during the school year shall submit items for the agenda which apply to paraprofessional personnel. A paraprofessional may sit on this committee when school problems and policies relating to their employment are to be discussed.

#### **B. Information**

1. The Committee shall make available to the Union upon its reasonable request all records relevant to negotiations or necessary for the proper enforcement of this Agreement.
2. Names and addresses of newly employed paraprofessionals shall be provided to the Union following their appointment.

#### **C. Protection of Individual and Group Rights**

1. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate superior.
2. Nothing contained herein shall be construed to permit any organization other than the Union to participate in the processing of a grievance.

#### **D. Union Activity at the School Level**

1. School Meetings - Before the opening of, during lunch time, and after the close of school on school days, the Union shall have the right to use designated areas in school buildings for meetings of paraprofessionals, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal.
2. Distribution of Materials - The Union shall have the right to place Union related materials in the mail boxes of paraprofessional employees.
3. Bulletin boards - The Union shall be provided designated Union bulletin boards for the purpose of posting Union related notices and other material. Such space shall be provided in each building and the School Department Offices for the exclusive use of the Union.

## **E. Time for Building Representatives**

The Committee shall permit one or more designated regular staff members of the Union or off-duty paraprofessional representatives of the Union to visit the schools to investigate working conditions, paraprofessional complaints or problems, or for any other purpose relating to the terms and conditions of this Agreement, provided always that there shall be no interference with school functioning.

## **F. Deductions for Dues Check-Off /Agency Service Fee/COPE Deductions**

1. The Union is authorized to have payroll deductions for Union dues, Voluntary Agency Service Fee, and COPE. Such authorization may be revocable as provided by law. The City Treasurer will transmit moneys deducted in total to the Union Treasurer no later than ten (10) days after such deduction is made. The Chelsea Teachers' Union shall notify the School Department of the amount of the Union dues and the Agency Service Fee annually, thirty days prior to the commencement of school classes.
2. The deductions of Union Dues, Agency Service Fee or COPE will be made upon receipt of a form provided to the employee for the purpose of these deductions. Such form shall be approved for use by the Chelsea School Department and must be signed and dated by the employee.

## **G. Employee Rights**

1. Continuing Employment Rights and Discipline
  - a). All Employees hired on or after July 1, 2018 shall serve an initial probationary period of ninety (90) school days during which they may be dismissed with or without cause. Subsequently, during periods of any annual appointment, such Employees may be dismissed only for just cause or layoff, provided that dismissal for just cause is subject to the grievance procedure, but not arbitration. Employees are subject to annual appointment for the first full three years of their employment, with notice to be provided in writing by July 1 whenever the Employee will not be renewed for the next school year. After completing three full consecutive years of employment, the Employee will have continuing employment rights, subject only to dismissal for just cause or layoff.
  - b) An Employee who was hired before July 1, 2018 or who was hired on or after that date and has gained continuing employment rights, as provided in Section 1 (a) shall be disciplined only for just cause. Discipline may include verbal warnings, written reprimands, suspensions, termination from assignments during the term of such assignments, and termination of employment and the following will apply.
    - i). normally, discipline will be imposed progressively and will increase in severity with repeated infractions or omissions.
    - ii). At least two days prior to finalizing a decision to suspend or terminate an employee, the employer shall provide written reason for the intended action to the employee and to the union president by email, certified mail or personal delivery.



- iii). an employee may appeal any disciplinary action undertaken by the employer by, filing a grievance under the procedures set forth in this agreement.
- d) Regardless of continuing employment status, when imposing discipline or giving reprimands, warnings, or criticism, confidentially and privacy appropriate to the professional relationship shall be maintained.

## 2. Investigative Meetings

When a supervisor calls an employee to an investigatory conference or meeting where it is evident, or the employee reasonably believes, that disciplinary action may result, the employee shall be permitted, upon request, to be accompanied by, and represented by a Union representative.

- a. At the outset of an investigative conference or meeting, the supervisor shall state the general nature of the investigation and alleged misconduct. The Union representative may, thereafter, request to meet with the employee for a reasonable period of time before the meeting resumes to identify the facts from the employee's perspective, to advise the employee of the rights conferred by this Agreement, and to prepare the employee's defense.
- b. For the purposes of this Section, a Union representative may be an officer or employee of the Union or the designated Union Building Representative. An employee's request to be accompanied and represented by the Union shall not unduly delay a disciplinary investigation or meeting; but once requested, the employer may not interview an employee until such representative is present.

## H. Legal Assistance and Support

- 1. If a paraprofessional is injured or a paraprofessional's property is damaged by the willful misconduct of a student, the employee may request assistance and advice of legal counsel for the School Department concerning the employee's legal rights.
- 2. Any paraprofessional subpoenaed as a witness in a substance or child abuse case or other action because of or arising out of the employment relationship may request legal assistance and advice through the School Department or the City Solicitor's office.  
A paraprofessional required to appear in court under this section shall not suffer loss of pay or deduction from annual or accumulated sick leave.

## I. Fair Practices

As sole collective bargaining agent, the Union will accept into voluntary membership all paraprofessionals covered by this Agreement without regard to race, color, creed, national origin, sex, marital status, or previous affiliation with other organizations.

The Committee and the Union agree that there will be no discrimination in the hiring of employees or in their training, assignment, probation, transfer, or discipline because of race, age, creed, color, religion, national origin, political activities, sex, gender identity, sexual orientation, domicile, disability, or marital status or participation in any organizational activities. Nothing in this agreement shall prevent the employer from taking any action necessary to comply with the requirements of the American with Disabilities Act.

## ARTICLE XII

### GRIEVANCE PROCEDURE

#### A. Definition

For the purposes of this Agreement, a grievance shall be defined as a complaint between the Committee and Union and/or any *[paraprofessional]* involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

#### B. Adjustments of Grievances

1. A grievance must be presented within ten (10) school days of the time of the occurrence of the alleged contract violation and must be processed in accordance with the steps, time limits, and conditions as set forth below. In the event a grievance is filed on or after June 1<sup>st</sup>, Management will consult with the Union Leadership on the reduction of time limits so the grievance can be resolved prior to the next school year.
2. The paraprofessional shall present the grievance to the school principal with the objective of resolving the matter informally. The employee may be accompanied by another paraprofessional or by a CTU Representative. The principal shall schedule the meeting to discuss the grievance and communicate a decision on the matter within a reasonable time frame. In the event the principal does not schedule the meeting and communicate a decision within a reasonable time frame, the CTU may raise the grievance to the next level.
3. If the grievance is not satisfactorily settled at this step, it may be reduced to writing by the paraprofessional within ten (10) school days after receipt of the principal's answer and be presented to the Superintendent of Schools. The Superintendent or his/her designee, the paraprofessional, and the Union designee shall meet to discuss the grievance. The Superintendent shall elect whether this discussion shall take place during working hours. The Superintendent, or his/her designated representative, shall give his/her written answer to the grievance within ten (10) school days following the conclusion of the meeting.
4. If the grievance is not satisfactorily settled at this step, it may be appealed in writing within ten (10) school days after receipt of the written answer of the Superintendent by the paraprofessional to the Committee. The Committee, or its designated representative, the paraprofessional, and an authorized Union representative shall meet to discuss the grievance as promptly as possible, normally within fourteen (14) days, at a time designated by the Chairman of the School Committee. The School Committee will be informed in writing at least three (3) days prior to the meeting of the names and titles of the person or persons who are to represent the paraprofessional and the Union. The School Committee, or its designated representative, shall elect whether this discussion shall take place during working hours. The School Committee will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting.

5. If no satisfactory settlement of the grievance is made, it may be appealed to arbitration by written notice of such intention to appeal within ten (10) school days after the receipt of the written answer under Step 4. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article XIII.
6. A grievance not initiated within the time specified shall be deemed to be waived. Failure of the Union to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.
7. No reprisals of any kind will be taken by the School Committee or any member of the Administration against any party in interest, any school representative, any member of the Union, or any participant in the grievance procedure by reason of such participation.
8. The School Committee will, upon request, provide the Union with any documents in its possession which will assist the Union in developing intelligent, accurate, informed, and constructive programs on behalf of the paraprofessionals and their students, together with any other available information or approved minutes of the School Committee which may be necessary for the Union to process grievances under this Agreement.

## **ARTICLE XIII**

### **ARBITRATION**

#### Section 1

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

The arbitrator is to be mutually selected by the Committee and the Union. If the Committee and the Union cannot agree within seven (7) school days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five (5) school days, thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

#### Section 2

Each party shall bear the expense of its representatives, participants, witnesses, and for the preparation and representation of its own case. The fees or expenses of the arbitrator and the American Arbitration Association shall be shared equally by the parties provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection. In no event shall any present or future member of the School Committee have any personal obligation for any payment under any provision of this Agreement.

### Section 3

Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves only an alleged specific and direct violation of express language provision of this Agreement: the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The parties are agreed that no restrictions are intended on the rights of the Committee except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at this decision solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings. In determining whether there is a specific and direct violation of express language of a specific provision of this Agreement, it is agreed that the only criterion to be applied is the plain meaning of express language in the Agreement.

If either party disputes the arbitrability of any grievance in any appropriate Court of Law or Equity, it is agreed that said Court shall determine the question of arbitrability de novo applying the principles set forth in Section 3 above without according any weight to any decision on arbitrability that may have been previously made by the arbitrator.

### Section 4

Subject to the limitations in Section 3 and 4 above, the decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected thereby.

## **ARTICLE XIV**

### **HANDLING OF NEW ISSUES**

Matters of collective bargaining importance not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Committee agrees it will make no changes without prior consultation and negotiation with the Union.

In any matter not covered in this Agreement which is a proper subject for collective bargaining, the Federation may raise issue with the Committee for consultation and negotiation, except that the Union shall not seek to reopen to be effective during this Agreement any question introduced, debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement.

Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

## **ARTICLE XV**

### **SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XVI**

**EXISTING LAWS AND REGULATIONS PRESERVED**

1. The rights and benefits of persons provided herein are in addition to those provided by City, State, or Federal law, rule or regulation.
2. This Agreement constitutes School Committee policy for the term of said Agreement, and the School Committee shall carry all the commitments contained herein and give them full force and effect as School Committee policy. The School Committee shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

**ARTICLE XVII**

**DURATION OF AGREEMENT**

This agreement shall be effective July 1, 2021, and shall go into full force and effect upon ratification (January 2022), unless otherwise specified herein (see, e.g., negotiated pay increase effective retroactively to July 1, 2021) The Agreement shall continue in effect through and including June 30, 2024. The parties agree further that they shall enter into negotiation no later than January 15, 2024 for a successor agreement to take effect July 1, 2024.

FOR THE COMMITTEE

*Kelly Garcia*

4F6F28C652304B0...

Kelly Garcia, School Committee Chair

4/25/2022

Date: \_\_\_\_\_

FOR THE CHELSEA TEACHERS UNION

*Kathryn Anderson*

EF2B1AC720F1440...

Kathryn Anderson, President

4/25/2022

Date: \_\_\_\_\_

**Human Resources Subcommittee**

Ana Hernandez, HR Subcommittee

Jeanette Velez, HR Subcommittee

**CTU Bargaining Team**

Joanna Plotz, Vice President

Marilyn Moschella, Paraprofessional Unit Vice President

Maria Andrino, Paraprofessional Unit VicepresidentP

Joseph Sinnott, Paraprofessional

**ADMINISTRATIVE TEAM**

Dr. Almi G. Abeyta, Superintendent

Adam Deleidl, Assistant Superintendent

Christine Lee, Director of HR

Jackie Beyere Maloney, Principal

Gerry McCue, Educational Consultant

chelsea/para-21-04-neg/cba-22-02-02-chelsea paras-2021-2024-for sig

**CHELSEA PUBLIC SCHOOL PARAPROFESSIONAL EVALUATION**

Name: \_\_\_\_\_ School: \_\_\_\_\_ Assignment: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Place a check in the appropriate box below.

Rating of Needs Improvement (NI) and Unsatisfactory (U) require comments by the evaluator.

	PROFICIENT	NEEDS IMPROVEMENT	UNSATISFACTORY
Encourages Student's effort and participation	<input type="checkbox"/> Demonstrates a constant degree of initiative in striving for all students to reach their full academic potential	<input type="checkbox"/> Demonstrates a varying degree of initiative in striving for all students to reach their full academic potential	<input type="checkbox"/> Demonstrates a limited degree of initiative in striving for all students to reach their full academic potential
Establishes positive and professional relationships with students and staff	<input type="checkbox"/> Demonstrates a consistent level positive and professional relationships with students and staff	<input type="checkbox"/> Demonstrates a varying level of positive and professional relationships with students and staff	<input type="checkbox"/> Demonstrates a limited level of positive and professional relationships with students and staff
Accepts and carries out assignments willingly	<input type="checkbox"/> Demonstrates a constant degree of acceptance in carrying out assignments willingly	<input type="checkbox"/> Demonstrates a varying degree of acceptance in carrying out assignments willingly	<input type="checkbox"/> Demonstrates a limited degree of acceptance in carrying out assignments willingly
Adapts approaches to individual learning needs within the scope of instruction	<input type="checkbox"/> Demonstrates a constant degree of approaches to individual learning scope of instruction	<input type="checkbox"/> Demonstrates a varying degree of approaches to individual learning scope of instruction	<input type="checkbox"/> Demonstrates a limited degree of approaches to individual learning scope of instruction
Maintains professionalism and accepts suggestions and constructive feedback	<input type="checkbox"/> Maintains a constant level of professionalism while accepting suggestions and constructive feedback	<input type="checkbox"/> Maintains a varying level of professionalism while accepting suggestions and constructive feedback	<input type="checkbox"/> Maintains a limited level of professionalism while accepting suggestions and constructive feedback
Encourages and demonstrates appropriate social interactions while accepting individual student differences	<input type="checkbox"/> Demonstrates a constant degree of encouragement and demonstrates appropriate social interactions while accepting individual student differences	<input type="checkbox"/> Demonstrates a varying degree of encouragement and demonstrates appropriate social interactions while accepting individual student differences	<input type="checkbox"/> Demonstrates a limited degree of encouragement and demonstrates appropriate social interactions while accepting individual student differences

Works to adheres to classroom techniques, procedures and schedules consistent with the teachers expectation	<input type="checkbox"/> Demonstrates a constant degree of working to adhere to classroom techniques, procedures and schedules consistent with the teachers expectation	<input type="checkbox"/> Demonstrates a varying degree of working to adhere to classroom techniques, procedures and schedules consistent with the teachers expectation	<input type="checkbox"/> Demonstrates a limited degree of working to adhere to classroom techniques, procedures and schedules consistent with the teachers expectation
Works with teachers and other staff to maintain a consistent standard of student conduct	<input type="checkbox"/> Works with teachers and other staff to maintain a positive degree of standard student conduct	<input type="checkbox"/> Works with teachers and other staff to maintain a varying degree of standard student conduct	<input type="checkbox"/> Works with teachers and other staff to maintain a limited degree of standard student conduct
Maintains regular attendance	<input type="checkbox"/> Demonstrates a constant degree of maintaining regular attendance	<input type="checkbox"/> Demonstrates a varying degree of maintaining regular attendance	<input type="checkbox"/> Demonstrates a limited degree of maintaining regular attendance
Reports to work and assigned responsibilities on time	<input type="checkbox"/> Exercises a constant level of degree in reporting to work and assigned responsibilities on time	<input type="checkbox"/> Exercises a varying level of degree in reporting to work and assigned responsibilities on time	<input type="checkbox"/> Exercises a limited level of degree in reporting to work and assigned responsibilities on time
Is receptive to parent participation and fosters parents' positive attitude towards school and staff	<input type="checkbox"/> Demonstrates a constant degree receptiveness to parent participation and fosters parents' positive towards school and staff	<input type="checkbox"/> Demonstrates a varying degree receptiveness to parent participation and fosters parents' positive towards school and staff	<input type="checkbox"/> Demonstrates a limited degree receptiveness to parent participation and fosters parents' positive towards school and staff
<input type="checkbox"/> Not Applicable / Not Observed			

Overall Evaluation:    \_\_\_ Proficient                    \_\_\_ Need Improvement                    \_\_\_ Unsatisfactory

Evaluator Comments for Suggestions for Continued Growth:

---



---



---



---

Paraprofessional Comments:

---



---



---



---

Evaluator's Signature: \_\_\_\_\_  
 Paraprofessional Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

The signature of the Paraprofessional indicates they have received a copy of the evaluation and understand that a copy will be placed in his/hers file. It does not indicate that the Paraprofessional agrees with the findings of this evaluation. The Paraprofessional may submit a written response to this evaluation and such response will be attached to the evaluation.

**Chelsea Public Schools**

**Request for Use of Personal Day**

Name: \_\_\_\_\_

Location: \_\_\_\_\_

In accordance with the provisions of the applicable collective bargaining unit agreement/School Department procedures, I hereby request to use a personal day(s) on the following date(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Personal and Religious Leave**

\_\_\_\_\_ Personal Emergency

\_\_\_\_\_ Religious Leave

\_\_\_\_\_ Funeral not covered by funeral leave

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

All requests for personal leave shall be answered within two working days following receipt of the request.

\_\_\_\_\_ Approved \_\_\_\_\_ Denied/Reason \_\_\_\_\_

Principal Signature \_\_\_\_\_

Date \_\_\_\_\_

\*Note: Please refer to the Leave of Absence section of the appropriate collective bargaining agreement covering personal leave. Use of personal days will not be allowed immediately preceding or immediately following a scheduled vacation or holiday period except in cases deemed to be an emergency by the Superintendent.

\_\_\_\_\_ Approved \_\_\_\_\_ Denied

Superintendent Signature \_\_\_\_\_

Date \_\_\_\_\_



**FORM FOR SELECTION OF OPTIONS FOR PARENTAL LEAVE**  
**For use by of members of paraprofessional bargaining unit under Article IX, Section F.**

**This form must be completed and submitted to Human Resources at least four weeks in advance of commencement of the leave. (Time frame for submission may be adjusted in the event of short-term notice of adoption or birth.)**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**School:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Initial date of employment with the Chelsea Public Schools:** \_\_\_\_\_

**Anticipated date of birth/adoption:** \_\_\_\_\_

**Anticipated departure date** \_\_\_\_\_

**1. LENGTH OF LEAVE**

**Optional Use of Accrued Paid Time for Statutory Leave.** Under state and federal statutes, employees seeking time off for birth or adoption are entitled to either eight weeks or twelve consecutive workweeks of time off depending on their length of employment, their hours of service, and prior use of time off for certain purposes. Human Resources will determine your eligibility and entitlement for parental leave based on these factors.

**Extended Unpaid Leave under Option B of the Contract.** Under the Contract, Employees with Professional Teacher Status may elect to take extended unpaid leave through the end of the school year in which their Statutory Leave will occur. This election must be declared with the submission of this form.

**Select one of the following to indicate the amount of leave you are seeking:**

\_\_\_\_\_ **Statutory Leave (8 or 12 consecutive workweeks, contingent upon eligibility)**

\_\_\_\_\_ **Statutory Leave, followed by Extended Leave under Option B (only for those with PTS)**

\_\_\_\_\_ **Other (less than the applicable statutory leave)**

**2. USE OF ACCRUED PAID TIME**

To the extent an Employee has accrued paid sick time and is receiving a child through birth, surrogacy, adoption, or foster placement with intent to adopt, the Employee may elect to use up to twelve workweeks of paid sick time while the employee is taking parental leave so long as the employee takes the parental leave within twenty-four workweeks of the child's birth or adoption. This sick time will be deducted from the employee's accumulated paid sick time.

**Select one of the following:**

\_\_\_\_\_ ***I wish to access my accrued paid time for the full 12 weeks (or 8 weeks).***

\_\_\_\_\_ ***I wish to access only \_\_\_\_\_ days of my accrued paid time.***

\_\_\_\_\_ ***I decline to access any of my accrued paid time.***

**3. NOTICE OF OBLIGATION TO ADHERE TO DATES**

At the time the employee requests and is granted his/her leave, the anticipated date of return shall be specified.

In the event 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.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Submit to Human Resources Office  
Keep a copy for your files