

**AGREEMENT**

**between**

**CHELSEA TEACHERS' UNION**

**(CLERICAL UNIT)**

**LOCAL 1340**

**AFT MASSACHUSETTS, AFL-CIO**

**and**

**CHELSEA SCHOOL COMMITTEE**

**CHELSEA, MASSACHUSETTS**

**Duration of Agreement**

**July 1, 2020 – June 30, 2023  
and extended through June 30, 2024**

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## 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 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, excluding all managerial, confidential, casual, and all other employees.

#### B. Jurisdiction

The Union recognizes the School Committee as the authorized bargaining agent and managerial representative for all purposes of bargaining or implementation of this Agreement and that all claims and grievances arising under or related to the Agreement shall be brought as claims against the public - employer, the Chelsea School Committee.

#### C. Definitions

Unless the context indicates a different meaning, as used in this Agreement:

The term "Union" refers to the Chelsea Teachers' Union, Local 1340, AFT Massachusetts, AFL-CIO.

The term "employee" means a person employed by the Chelsea School Committee as the bargaining unit covered by this Agreement.

The term "employer" as used in this agreement refers to the public employer, the Chelsea School Committee.

The terms "party" or "parties" refer to the public employer and the officers of the Chelsea Teachers' Union.

The term "Union representative" refers to any official designee of the Union.

The term "position of limited duration" refers to a position created by or to serve a program or function funded by grant, contract, or other special funding.

The term "Superintendent" refers to the Superintendent of Schools of Chelsea or person authorized to act for the Superintendent.

The use of the female gender to refer to employees includes the male gender, the use of the singular referring to employees includes the plural unless the context indicates to the contrary.

For the purposes of this Agreement, employees on the "half day schedule" refers to those bargaining unit employees hired prior to 11/1/92 whose work schedule provides for four (4) hours of actual work on days in which schools are not in session.

## ARTICLE II

### CLASSIFICATION OF EMPLOYEES

#### A. Classification

Employees covered by this agreement shall be classified as follows:

Level 1: Senior Clerk and related titles:

Positions at this level require training, education, and experience at and for comparable tasks and levels of decision making.

Level 2: Principal Clerk and related titles:

Positions at this level require advanced or greater training, education, or experience and involve more complex tasks and more independent decision making than Level 1 positions.

Level 3: Principal Account Clerk and related titles:

Positions at this level require a background in accounting, as well as advanced or greater training, education, or experience and involve more complex tasks and more independent decision making than Level 2 positions.

Level 4: Payroll Supervisor:

Positions at this level require business training or experience in payroll, including software; withholding and deduction reporting, the calculation of all types of payroll information, and involves independent decision making.

#### B. Assignment Duration

All positions will be listed as full-time or part time. Positions of limited duration will be so listed.

NOTE: Promotion to Principal Clerk

All clerks and senior clerks who were eligible on 7/1/92 were promoted to the rank of principal clerk.

## ARTICLE III

### WORKING CONDITIONS

#### A. Work Day; Work Week; Work Year

1. Work Day

The regular work day for full-time employees shall be seven and one-half hours which shall include one twenty-minute paid break periods, excluding an unpaid lunch period of one-half hour.

In the event that future business needs require any full-time position to be staffed for a seven (7) hour work day, the employer reserves the right to post newly created positions for seven hours with the breaks and lunch period specified in this section.

2. Work Week

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

3. Work year

The work year for clerical employees is 52 weeks per year including authorized paid leave and paid holiday observance.

Employees hired prior to November 1, 1992:

Employees in the bargaining unit hired on or before November 1, 1992, who have retained the "half-day" work schedule on days of school closing (1730 hour work year) shall remain on the half-day work schedule provision described herein. Any such employee may apply to switch to a regular full-time schedule with the approval of her supervisor and the Superintendent.

#### B. Hours of Work

1. Subject to the other provisions of this Article, in general the normal work day for full-time employees will be as follows:

For School based employees: 7:30 a.m. to 3:30 p.m.

For Central Office employees: 8:00 a.m. to 4:00 p.m.

For Program based employees: subject to the operational schedule of the program, e.g., in the Early Childhood program, certain assignments are currently designated 10:00 a.m. to 6:00 p.m.

2. Flexible work hours

The Superintendent will consider requests from employees to arrange a flexible work schedule where work flow and School Department requirements can accommodate such arrangements. The decision to grant or not grant a variation in work schedule shall not be subject to arbitration.

3. Where School Department needs so require, work schedules may be modified to provide overlapping coverages or extended hours of coverage. Any such modification shall be made, when feasible, on a voluntary basis.
4. Paid breaks  
Paid breaks may not be taken during the first or last hour of a work day or combined with lunch-break, except with the prior approval of the employee's supervisor. Paid break time is non-cumulative.

In the event an employee is required by her supervisor to forfeit her break time, compensatory time off at regular pay shall be granted. Such time shall not be carried beyond the work week without written approval of the supervisor.

### C. Holidays

1. Subject to the provisions of Sections 2 and 3, full-time employees covered by this Agreement shall be granted a day off with pay on the day of observance of the following holidays:

New Year's Day  
Presidents' Day  
Independence Day  
Patriots' Day  
Memorial Day

Martin Luther King, Jr. Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving  
Christmas Day

When schools are not in session, employees covered by this Agreement shall be granted a day off with pay on the day after Thanksgiving and Good Friday.

Where any of the holidays listed in this Section fall on a Saturday, or a Sunday, employees will receive a day off with pay on either the preceding Friday or the following Monday (or a compensatory paid day off if the day off is not practicable). The employer shall determine which employees and the number of employees to be off on the Friday or Monday. Employee preferences shall be taken into account to the extent feasible.

The School Committee at its discretion may provide for the observance of additional holidays not included in the list above for all employees covered by this agreement.

2. No employee shall be paid for a holiday unless she is in pay status during the week in which the day of observance of that holiday occurs.
3. Any employee who is required to work on the day of observance of one of the above holidays shall be paid time-and-one-half (1 ½) pay for all hours actually worked on that day of holiday observance or, alternatively, the employee may elect compensatory time off, calculated at regular straight time rate, in the amount one-and-one-half (1 ½) hours off with pay for each hour actually worked on that day of holiday observance.

4. To qualify for holiday pay, an employee must work the full regular day upon the last scheduled work day preceding and the first working day following the day of holiday observance, unless on an approved absence.

**D. Skeleton Day**

Christmas evening day shall be designated as a one-half skeleton day. All full-time employees who work that day shall be required to report for four (4) hours, and all half-time employees shall report for two (2) hours. Any employee who requests paid leave for this day shall be charged with a full day of leave. The skeleton day shall not be in effect on those days when Christmas evening day is declared to be a holiday under the provisions of Section C or is not a scheduled work day.

**E. Additional Hours; Overtime**

1. An employee who works additional time with the written approval of her supervisor shall be entitled to be paid on the following schedule:

For all additional time worked per week in excess of the employee's regularly scheduled work week up to forty (40) hours, the employee will be paid at the regular hourly rate for each quarter hour or portion thereof beyond the first quarter hour per day.

Overtime: For all additional time worked per week in excess of forty (40) hours, the employee will be paid at one-and-one-half (1 ½) times the regular rate.

An employee may not assign herself or authorize herself to work additional hours or overtime.

2. No employee shall receive overtime pay, unless she actually works more than forty hours in any given work week.

Paid holidays that fall within the seven-day work week shall be counted as hours worked when computing overtime pay.

Overtime and holiday premium pay shall not be duplicated or pyramided.

Employees required to work ten hours in any given day will be allowed a half hour paid meal period.

3. In the event a supervisor refuses to record, to confirm, or to approve an employee claim for overtime pay, the employee shall notify the Superintendent's office as quickly as possible.
4. Overtime pay shall be defined as one and one-half times the employee's regular hourly rate of pay as set forth in Schedule A.



**F. Compensatory Time**

Compensatory time must be utilized within three months (90 days) of the date it is accrued. Compensatory time not utilized within that period is forfeited. If there are extenuating circumstances that prohibit an employee from using her compensatory time within a ninety-day period, the employee, with the approval of her supervisor, may utilize such compensatory time within the next thirty days.

Employees who work over 40 hours shall receive one and one half (1 ½) times the regular work time as compensatory time.

**G. Attendance and Time Records**

Although the supervisor is responsible for maintaining accurate records of employee time and attendance, all employees may be required to keep records of time and attendance under the procedures established for their work location.

Employees are required to report for work at their scheduled times and places, unless they are on a scheduled absence from work or an emergency situation causes an unscheduled absence or tardiness.

Employees are expected to begin work on time and to return to and be at work on time after meal or break periods.

**H. Call Procedure**

Employees who will be absent for work or late for work due to unexpected exigencies shall call in to their immediate supervisor as soon as possible. Under normal circumstances, this will be no later than fifteen (15) minutes prior to the start of the shift.

In the event there is a declared state of emergency in which Chelsea City Hall is closed, management will implement a telephone chain to notify those clerical employees who will be required to report to work as essential employees on that day. The School Department will provide a dedicated telephone line in order for employees to determine if a state of emergency has been declared by the City of Chelsea.

**I. Personal Work**

No employee shall be required to perform personal services solely for the personal benefit of her supervisor or any other employee. No employee shall perform any unauthorized work for her personal benefit or any work unrelated to her job during her work time.

No employee shall utilize school committee property or equipment for personal work.

**J. Snow/Weather Days**

When schools are closed because of snow or other weather conditions, school based and central office clerks will have the choice to report for work or to stay home and use their own time (personal or vacation).

The parties will establish a joint committee with two (2) members appointed by the CTU and two (2) members appointed by the Superintendent for the purposes of studying and making recommendation regarding the possibility of clerks working from home on snow days on a regular basis. The first meeting will commence no later than a month from ratification of the new contract and shall conclude its work by the close of the 2020-2021 school year. The parties will meet during the term of this agreement to negotiate over any recommendations brought forward by the joint committee. Nothing herein prohibits the Superintendent from assigning clerks to work from home on snow days on an ad hoc basis.

**K. Dress Code**

An employee shall wear attire which is appropriate for the nature of his or her position and the area in which he or she works.

**L. Facility Closing**

In the event a particular work location is closed due to repair, fire, water damage, or other emergency conditions, all employees are required to obtain from the Superintendent or person in charge of the facility, instructions as to their work responsibilities.

In the event of an emergency closing of a facility, management reserves the right to reassign employees to perform work at other School Department locations for the duration of the facility closure.

**M. No Discrimination**

1. No Discrimination

Neither the Union nor the School Committee will discriminate within the meaning of applicable law against any employee. The Union and Management recognize that, to ensure equal opportunity, the employer may take affirmative action to insure equality of opportunity regardless of race, religion, creed, color, sex, sexual orientation, gender identity, national origin, marital status, age or disability, and other categories and conditions covered by state and federal law, and that under law, the employer may be required to provide accommodations to qualified individuals with disabilities.

2. Deferral to government agency

In recognition of the statutory right to bring a claim of discrimination under M.G.L 151 B or the equivalent federal statute, no claim of discrimination that is subject to or pending before the appropriate governmental agency or court shall be the subject of arbitration under this Agreement, except by express agreement of the Union and Management as to that claim.

3. Sexual Harassment

The School Department and the Union pledge that the workplace shall be free from sexual harassment. Discrimination based on sex includes sexual harassment which under Massachusetts law means sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions or (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually, offensive work environment.

**N. Committee on Interpretation**

A committee shall be established to address professional development for employees who are regularly assigned to interpret at meetings relating to special education students. Such professional development shall particularly focus on interpreting language used with respect to Individual Education Plans. The committee will consist of the Union President or designee plus two clerks appointed by the Union President and three individuals selected by Management. At the request of either party, the committee shall meet at least once per school year and may meet more frequently by mutual agreement. (See also Section Q).

**O. Attendance at Union Meetings**

1. One representative employee in each school and Central Office, on a rotating basis, will be allowed to attend Membership meetings by use of a flexible work schedule on the meeting day. The Union is to submit a list of the employees scheduled to attend these meetings to Human Resources by the Friday after Labor Day. For the purpose of implementing this section, representative employees not located at a school will be assigned to the Central Office rotation.
2. The elected Union Representative is allowed to attend all Union Membership and Executive Board meetings by use of a flexible work schedule on the day of the meetings with prior approval from her supervisor.
3. Bargaining unit members who are part of the Union's Negotiating Team are allowed to attend all bargaining sessions by use of a flexible schedule on the day of the meetings with prior approval from their respective supervisors.
4. With notification to the supervisor one week in advance, the Vice President of the Clerical Unit shall be released at 3:00 p.m. on the days of Union Executive Board meetings and shall not be required to make up the time.
5. The Vice President of the Clerical Union shall be released at 3:00 p.m. on the days of Union Membership meetings, with the approval of her supervisor, and shall not be required to make up the time.

**P. Manual Labor**

Clerical employees shall not be required to lift or transport heavy boxes or supplies or perform other types of strenuous manual labor at their work site.

**Q. 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. Such training will take place during the work day.

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

**ARTICLE IV**

**BENEFITS**

**A. Health and Life Insurance**

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%.

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.

The School Department will deduct the employee share from payroll checks for participating members on receipt of proper authorization. An employee who is on unpaid leave who is eligible to remain covered is responsible for making the required employee contribution, plus any additional amount required or authorized by law, in order to maintain enrollment.

**B. Tax-Free Annuity**

Deductions for Tax-Shelter Annuities will be allowed on a monthly basis.

**C. Pension**

It is recognized that under the laws of the Commonwealth all employees who work twenty (20) hours or more must become members of the contributory retirement system. Membership in the contributory retirement system is subject to the rules of the Chelsea Retirement System.

**ARTICLE V**

**LEAVES OF ABSENCE**

Employees shall be eligible for leaves of absence in accordance with the following:

**A. General Principles**

1. Except in the case of emergencies, leave should be requested in advance so as to permit proper scheduling of the work of the School Department, to insure that appropriate approvals are given, and to insure that where other employees may be seeking to take leave at the same time, appropriate coverage remain and employees preferences and rights are recognized.
2. The Superintendent reserves the right to require an employee who seeks approval of any form of authorized leave other than vacation to provide sufficient information and/or evidence relating to the conditions underlying the request for such leave. As illustration and not limitation, this may include requiring employees to utilize prescribed forms, provide evidence regarding medical visits or hospitalization, or information to permit a determination that in the case of a leave for which prior approval was not obtained, advance notice of the condition was not available to the employee.
3. In order to insure sufficient coverage, in granting approval for vacation leave, commencement leave, or personal leave (emergencies excepted), in the event of conflict in schedules for requests for leaves, the Superintendent will give preference to employees who have made timely application for the leave based on the employees' seniority. An employee with lesser seniority, who has made timely application may be given priority over an employee with greater seniority who failed to make timely application.

However, the principle of seniority shall not result in an employee being denied totally the right to utilize paid leave to which the employee is entitled.

**B. Sick Leave**

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

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 right to which employees are entitled under the Family and Medical Leave Act of 1993.

- b. With prior approval, employees may utilize sick leave for time off from work required for medical or dental treatment. Employees are expected to schedule such treatments outside of working hours whenever possible.
- c. With prior approval of the Superintendent, sick leave may be utilized in circumstances not covered by the above.
- d. Employees absent for six (6) consecutive work days or more may be required by the Employer to submit satisfactory proof of illness prior to receiving sick leave pay. Where employees have been warned in writing that their sick leave record has established a pattern of abuse and/or has been excessive, subsequent absences shall be a basis for disciplinary action. The employer 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.

2. Pay for sick leave

Full-time employees shall receive 15 paid sick days for working a full work year. Employees hired on or before November 1, 1992, will continue to receive 17 paid sick days per year. Permanent employees will be credited with their sick days on July 1. Employees who work less than full-time will receive a pro-rata portion of this amount based on the number of days worked. No employee shall be eligible to utilize accrued sick leave until the completion of ninety calendar (90) days of continuous service.

Clerical workers who are not in active service at the beginning of the work year (July 1<sup>st</sup>) and who are on an approved unpaid leave or who are on a paid leave through the sick leave bank will be credited with pro-rated sick days upon return to work from such leave.

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

3. Redemption of sick leave upon retirement or death

In the event of the retirement or death of an employee, the employee or her estate may redeem up to 125 days of unused accumulated sick leave at the rate of \$50.00 per day. In the event of the termination of employment for any other reason, 25% of unused accumulated sick leave (maximum of 50 days) may be donated to the Sick Leave Bank of the Chelsea Teachers' Union.

**C. Sick Leave Buy Back**

Employees who have an accumulated sick leave balance of at least thirty (30) days at the end of the fiscal year and who have at least 3 full years in service shall be entitled to buy back up to five (5) days at the end of the fiscal year in accordance with the following schedule:

<u>Days Absent</u>	<u>No of days eligible to Buy Back</u>	<u>Amount</u>
0	5	\$400.00
1	4	\$320.00
2	3	\$240.00
3	2	\$160.00
4	1	\$ 80.00

**D. 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, as follows:

1. Each unit member who wishes to participate shall contribute one (1) day from her own sick leave account to the bank, with authorization given no later than October 1<sup>st</sup> of the member's fourth year of employment by way of the list provided to the payroll department by the union.
2. Upon exhaustion of the individual's personal sick leave account and all other paid leave (personal and vacation days) they may begin drawing from the Sick Leave Bank.
3. Establishment of the Sick Leave Bank is to assist members of the bank for personal serious illness for which documentation shall be required.
4. Any use of the Sick Leave Bank by an employee shall not exceed a one year cap. However, any employee drawing on the bank may reapply for an additional period.

Once the balance of days within the Sick Leave Banks 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.

**E. 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 leave bank are not available for use under this section.

Option B – Extended Leave for employees who have completed the last three consecutive years of employment in the Chelsea Public Schools (in any capacity, not only as a clerk): 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.

*Note: The changes above apply only to applicable leaves that are in effect at the time of ratification and to births/adoptions/placements that occur after the date of ratification.*

## **F. Personal Leave**

After ninety days of continuous employment, an employee may utilize up to a maximum of three (3) personal days off with pay per year plus a fourth personal day charged to accumulated sick leave. Personal leave may be used for a personal emergency but not for personal convenience. Except in the case of unforeseen conditions, a personal day must be scheduled at least one full day in advance with the employee's supervisor and shall not be granted for the scheduled work day before or after a vacation day or a day of holiday observance. Employees hired on or after January 1st may utilize up to a maximum of one (1) personal day off with pay up to the end of their first fiscal year of employment.



“Emergency” includes home, personal or family exigencies 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.

Personal leave shall not be cumulative nor shall unused personal leave be paid for at the time of cessation of employment, but any unused personal leave shall be credited to the employee's sick leave accumulation at the end of each year.

For employees hired on or before November 1, 1992, who are on the "half-day" schedule, each work day taken as a personal day shall count as a full personal day of leave regardless of hours scheduled to be worked on that day.

## **G. Vacation Leave**

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: 10 days paid vacation per year

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

10+ Years of service: 20 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.

2. Employees must request approval of vacation leave at least two weeks in advance. Such request shall not include the sole use of Mondays and Fridays as vacation time.

School based clerks and Central Office clerks may request vacation time for any day and/or week of the year other than during the blackout days.

The black out days for school based clerks shall be the 4 days prior to the start of the student school year; the first 4 days of the student school year; the last 4 days of the student school year; the four days following the final day of the student school year; and four additional days designated by the administration. These four additional days shall be identified on the school calendar no later than June 15<sup>th</sup>.

For Central Office clerks, the Business Manager may designate up to 20 black out days annually. Black out days shall be the 4 days prior to the end of the fiscal year and the first four days of the new fiscal year. The 12 remaining days shall be identified by the Business Manager three months prior to these designated days and may be limited to certain positions.

School based employees must utilize not less than ten days of annual vacation between the end of the school year and the beginning of the school year in the Fall (this does not include the summer session), other than during blackout days. The remainder of the employee's vacation accrual may be utilized on any other days that school is closed, other than during vacation blackout days.

A member of the bargaining unit whose assignment is school-based may request permission to take vacation during a period in which schools are in session. Consideration for approving such request will be given by the Superintendent based upon the recommendation of the employee's supervisor, the employee's work record, the basis for the request, and the needs of the school system.

Central office employees may request vacation time for any week of the year, other than during blackout days.

If an employee, due to serious illness or injury, is unable to begin their vacation when scheduled, he/she shall notify the immediate supervisor prior to the start of his/her vacation and will provide appropriate medical documentation upon return. Such time will be taken from the employee's sick time.

If an employee falls sick during his/her vacation time due to serious illness or injury, the employee may petition the Chelsea Public Schools to reclassify vacation days to sick days for all or a portion of the remaining vacation days. A review of the information and a decision will be made in a timely manner. The decision is not subject to arbitration.

The number of employees at any one location who may take vacation at the same time is subject to the discretion of the immediate supervisor, taking into account the need of the School Department, the business needs of that location during that time, and the number of employees available to provide assistance in meeting those needs while other employees are on vacation or otherwise absent from work.

In order to provide for orderly allocation of vacation leaves, prior to the start of periods of schools closing, each unit or facility may permit all eligible employees to submit their requests so that appropriate deference to seniority and departmental needs can be given.

The Superintendent, at his/her discretion, may permit an employee to borrow vacation days not yet accrued. The Superintendent's decision is final and is not subject to review or arbitration. Employees who terminate voluntarily or involuntarily will be required to reimburse the School Department for any vacation days used but unearned at the time of termination.

The Superintendent may waive at his/her discretion any conditions as to the timing or the utilization of vacation by an employee. The Superintendent's decision is not subject to review or arbitration.

3. Vacation must be utilized within the fiscal year in which it accrues, except that an employee may carry over a maximum of one week (5 days) of vacation into the following fiscal year. Vacation that is not utilized within this schedule is forfeited.

In extraordinary situations, involving circumstances beyond the employee's control, the Superintendent may waive this rule and permit an employee to utilize vacation days, or a portion thereof, that would otherwise be forfeited.

## **H. Commencement Leave**

An employee may be granted one day of leave with pay per year for the purpose of attending her own graduation or the graduation of the employee's child, spouse, parent, brother or sister from any accredited secondary or post secondary educational institution. An employee may be granted one day of available personal leave to attend an eighth-grade graduation of the employee's child. A request for such leave must be submitted at least one week in advance of the requested day of leave.

## **I. Funeral Leave**

1. All clerks 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 clerk'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 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 clerk may be granted one day's absence for the funeral of the clerk's or spouse's aunt, uncle, niece, nephew, grandparent, brother-in-law, or sister-in-law
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 workdays immediately following or including day of death; however, if the death occurs on a day after the clerk has reported for duty, such day shall not be counted as a funeral day. Weekends are not considered workdays. Holidays, vacations, or suspended sessions shall be considered workdays. 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 clerk per building in the case of death of a clerk retired from that building.
6. The discretion of the Superintendent shall be exercised on the occasion of a death of a clerk in the Chelsea School Department.
7. Clerk 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.

**J. Jury Duty**

Employees required to serve on a jury shall promptly notify their immediate supervisor. The difference between fees received (excluding reimbursement for meals or travel) and regular compensation will be paid by the School Department. Employee must submit court provided documentation of attendance to their immediate supervisor upon receipt.

**K. Religious Leave**

Each clerk will receive two (2) days for the purpose of observing religious holidays. Said religious days will not be deducted from accumulated sick time.

**L. Other Leave**

In the discretion of the Superintendent, an employee may be granted unpaid leave or be permitted to utilize paid sick leave or other available accumulated paid leave time. The decision of the Superintendent to approve or not approve such discretionary leave, the application of accumulated paid leave time for such leave, and the amount of such leave shall not be subject to arbitration.

**M. Domestic Violence Act**

The Chelsea School Department and the Chelsea Teaches' 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 member to substitute his/her accrued paid sick leave for the unpaid leave provided by the statute.

**ARTICLE VI**

**WORKERS' COMPENSATION**

1. Employees receiving workers' compensation benefits shall continue to accrue seniority during the period of absence. No other benefits shall accrue during the period of absence.
2. An employee who incurs a job-related illness or injury shall promptly file a written report of such illness or injury with his/her 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 on which the injury occurs. During statutory waiting periods in which no Workers' Compensation weekly disability benefits are permissible, an employee may be paid by applying accrued sick leave.
3. Time lost after statutory waiting periods have been satisfied shall be paid for as provided under the Massachusetts Workers' Compensation Laws. Employees may elect to use benefits to the extent total compensation received does not exceed their regular pay.

**ARTICLE VII**

**WAGES**

**A. Wages**

1. Step Advancement

An employee who has performed at an evaluation rating of meets standards or exceeds standards shall advance to the next higher step upon the anniversary date of hire.

An employee who has not performed at an evaluation rating of meets standards or exceeds standards shall not advance to the next higher step until the employee has attained a rating of at least meets standards following the anniversary date of hire.

Illustration: An employee hired in September is evaluated meets standards or exceeds standards at the end of the school year. The employee advances to the next step as of the September anniversary date.

Illustration: An employee hired in September is evaluated as below standards at the end of the school year. The employee requests reevaluation and in October is reevaluated as meets standards. The employee advances to the next step as of the date of the October reevaluation.

**B. Wage Rates by Classification**

Effective July 1, 2020	2%
Effective July 1, 2021	4%
Effective July 1, 2022	3%
Effective July 1, 2023	3%

SEE APPENDIX A

**C. Longevity**

1. Longevity payments shall be paid to each employee in accordance with the following schedule:

Years of Service

<b>10 Years</b>	<b>\$1525</b>
<b>15 Years</b>	<b>\$1775</b>
<b>20 Years</b>	<b>\$1925</b>
<b>25 Years</b>	<b>\$2175</b>
<b>30 Years</b>	<b>\$2500</b>

2. All longevity payments will be a lump sum and shall be paid at the last pay period in June of each year.
3. All consecutive service within any department of the City of Chelsea shall be included in the calculation of years of service for longevity payment purposes. Part-time service shall be pro-rated accordingly.

**D. Degree Stipends**

Members of the bargaining unit shall receive an annual stipend for completion of degree work as follows:

<b>Associates Degree</b>	<b>\$ 1700</b>
<b>Bachelor Degree</b>	<b>\$ 2200</b>
<b>Masters Degree</b>	<b>\$ 2700</b>

The degree must be from an accredited college or university. For degrees received from a college or university outside of the United States, an evaluation done by the Center for Educational Documentation must be submitted.

All degree payments will be a lump sum and shall be paid at the last pay period in June of each year.

## **ARTICLE VIII**

### **PART-TIME EMPLOYEES**

The School Department reserves the right to establish at its discretion such regular part-time positions within the Unit as it deems to be necessary.

1. Regular part-time employees who, on the average, work twenty 20 hours per week or more, but less than full-time, shall be eligible to receive the following benefits on pro-rata basis:
  1. Vacation leave
  2. Leave for holiday observance
  3. Sick leave
  4. Personal leave
  5. Commencement leave
  6. Funeral leave
2. In calculating the entitlement or accrual, the paid leave shall be for the number of hours represented by the percentage the employee's regular work hours bears to the number of scheduled hours worked by a full-time employee. Thus, by illustration, an employee who works 20 hours per week would receive 20 divided by 37.5 hours of leave for each full day of leave earned by a full-time employee where 7.5 equals the number of hours for one day for a full-time employee.
3. Regular part-time employees shall be eligible for maternity leave without pro-rata reduction.

## **ARTICLE IX**

### **PROFESSIONAL DEVELOPMENT**

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

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

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

Because the tuition reimbursement program is intended to benefit Chelsea students, any employee who has less than three years of employment in the District (in any capacity, not just as a clerk) shall be required to repay 50% of the tuition reimbursement money that he/she has received under this Article if he/she voluntarily leaves the District prior to the start of the fourth (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).

## **ARTICLE X**

### **TRANSFERS, PROMOTIONS, REDUCTIONS IN FORCE**

#### **A. Filling of Vacancies, Promotions, Transfers**

##### 1. Filling of Vacancies, Promotions

If a vacancy or new position occurs in the bargaining unit, employees in the unit who are qualified may apply for the position.

All postings shall contain the minimum qualifications for the position, the level and assignment duration, job duties, and other relevant information.

In filling a vacancy or a new position, in addition to the individual's skills, abilities, and experience, seniority shall be taken into consideration and where two internal candidates are other-wise equally qualified, the individual with greater seniority shall be given preference.

The School Department reserves the right to fill a position on a temporary, acting, or casual basis, pending regular appointment or for positions of a temporary nature.

##### 2. Transfers

In an emergency situation, the School Committee reserves the right to transfer employees for a temporary period to a different work location or assignment. Such transfer shall not exceed ten (10) working days except in consultation with the Union.

#### **B. Reemployment**

A regular employee who is assigned to fill a position of limited duration shall have the same right to continued employment as all other employees in positions not of limited duration. An



employee who is hired for a position of limited duration shall have no right to continuation of employment upon the expiration of that employment (and any renewal thereof). That employee shall be given consideration to fill any vacancy in the unit for which she is qualified and for which she applies at/or before the expiration of her appointment.

**C. Seniority**

1. Seniority shall be calculated by continuous employment in the Chelsea School system. Breaks in service shall not be calculated in determining seniority. However, in the care of a person on a leave without pay, or who was employed in a position of limited duration which terminated and who returns to service within six months, her prior length of service shall be calculated towards seniority. Leave time taken with pay counts toward continuous seniority.
2. The School Department shall prepare a seniority list of all employees in the bargaining unit in order of their seniority in years and months, with job title, level and assignment. The Union shall be provided with a current copy of this list annually.
3. Seniority shall be a factor in consideration of promotion and filling of vacancies.
4. In the event that two or more individuals in the same title and work location are unable to agree upon hours of work or scheduling of vacation, the individual with the greater seniority shall be given priority of choice.

**D. Layoff and Recall**

In the elimination of positions, the order of layoff, and the order of recall, the following factors will be taken into account in making such determinations:

employee performance,  
employee ability,  
employee seniority as defined in this agreement.

**ARTICLE XI**

**EMPLOYEE RIGHTS**

**A. Personnel Files**

1. Employees have the right, upon request, to review the contents of their personnel file. An employee will be entitled to have a representative of the Union accompany her during such review.
2. Materials 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.

3. No material derogatory to an employee's conduct, service, character, or personality will be placed in her personnel file unless the employee has had an opportunity to read the material. The employee will acknowledge that she has had the opportunity to read such material by affixing her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and her answer shall be attached to the file copy.
4. An employee shall have the right to submit any pertinent employment related material for inclusion in the employee's own personnel file.
5. 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 their personnel file.

## **B. Representation**

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 a Union representative.

When the employee requests to be accompanied by a Union representative, the employee shall be given a reasonable period of time to secure the requested representation, however, it is the employee's responsibility to obtain representation from the Union without undue delay. A delay in excess of twenty-four hours may be deemed unreasonable. Once requested, the employer shall not continue with the interview until the representative has arrived or a reasonable period for a representative to be present has expired.

The supervisor may require the employee to leave the work area for the duration of that period. Such action will not be deemed a suspension and will be with regular pay.

The Union representative may require the Supervisor to state the general nature of the investigation and to identify the alleged misconduct and the nature of discipline that may be imposed.

The Union representative may thereafter request to meet with the employee for a reasonable period before the meeting resumes to assist the employee in understanding her rights and in responding to the matters raised.

It is understood that normal supervision of employees does not fall within the provisions of this section, even where such supervision involves discussion with the employee about the manner in which job responsibilities are met, evaluation and criticism (or praise) of performance, or assignment or review of job functions.

**C. Discipline**

1. As used herein, "discipline" means a formal written reprimand, demotion, suspension, or termination of employment. Criticism of performance, performance evaluations, suggestions for improvement and other supervisory comments are not, in of themselves, disciplinary measures within the meaning of this Agreement.
2. At the completion of the period of probationary employment or six months, whichever is greater, employees shall not be disciplined except for good cause, unless a higher standard is imposed by law.

**D. Probation**

The probationary period shall be six-months, except where a different period is established by law. During an employee's probationary period, the School Department reserves the right to terminate the employment without cause or reason and neither the termination of employment nor any discipline imposed during the probationary period shall be subject to arbitration under this Agreement.

**ARTICLE XII**

**EVALUATION OF EMPLOYEES**

Evaluations must be completed and submitted to the Superintendent of Schools by May 20 of each year.

A Performance Review Board shall be formed to ensure the fairness and equity in the clerical evaluations. The board shall be staffed by two clerks appointed by the President of the Chelsea Teachers' Union and two appointed by the Superintendent of Schools. The board shall be charged with the responsibility to hear individual appeals from clerks disputing the fairness and accuracy of their evaluation and to make recommendations on each appeal to the Superintendent of Schools.

**ARTICLE XIII**

**GRIEVANCE AND ARBITRATION**

**1. Definition**

For the purpose of this Agreement, a grievance shall be defined as any dispute between an employee in the bargaining unit or the Union and the School Committee that involves an alleged violation of, or the application, or interpretation of an express provision of this Agreement, except that the employer shall not be bound by any existing or past practice that is not explicitly incorporated into this agreement.

The Employer, in its discretion, may take into account a practice, past policy, or alleged agreement between an employee and her supervisor for the purpose of resolving a grievance;

but the employer is not required to do so nor shall the fact that the employer declines to do so in a particular case be a basis for alleging a violation of this Agreement.

An employee may be represented at any stage of the grievance process by an employee of his choice or designee of the Union and may be accompanied at any stage of the grievance process by a representative of the Union. The employer shall not proceed any grievance beyond Step I unless the Union has been notified of the grievance by the employee.

For the purposes of this article, the term "working days" refers to days on which the School Department is open for business.

The time limits established hereunder may be extended by written mutual agreement.

## **2. Grievance procedures**

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 clerk shall present the grievance to the school principal with the objective of resolving the matter informally. The employee may be accompanied by another clerk 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 clerk 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 clerk, 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 clerk to the Committee. The Committee, or its designated representative, the clerk, 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.

5. 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 clerk 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.
6. 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.
7. 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.
8. 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.
9. 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 clerks and 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.

### **3. Arbitration**

Except to the extent excluded by the provisions of this Agreement, a grievance that has not been resolved at Step 4 within the time period established, or as such may have been extended by the parties, may, be taken to arbitration by the Union as follows:

- a. Within 20 working days after receipt of the School Committee's decision or date said decision was due, whichever is earlier, the Union may serve a demand for arbitration on the School Committee's designated representatives. Unless the parties are able to agree upon the selection of an arbitrator within seven days of receipt of the Demand for Arbitration, the Union shall file the Demand for Arbitration with the American Arbitration Association, with written notice to the School Committee's representative, and the matter

shall thereafter be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- b. Each party shall bear the expense of its representatives, participants, and witnesses and for the preparation and representation of its own case. If a grievant, union representative, or employee witness is called by the Union on a working day for the purpose of attending or testifying at the arbitration, the Union agrees to reimburse the School Department for the full cost of the employee work time. The fees and expenses of the arbitrator and the AAA shall be shared by the parties.
- c. The arbitrator shall not be empowered to add to, subtract from, or modify in any way the terms of this Agreement, nor to substitute his judgment for that of the School Committee or Superintendent as to those matters reserved by law or by this Agreement to the determination of the School Committee or professional judgment of the Superintendent. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions presented by the parties within the scope of the Agreement. If made within his jurisdiction, the decision of the arbitrator shall be final and binding upon the parties.

#### **ARTICLE XIV**

#### **MANAGEMENT RIGHTS**

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 quality education and the efficient and economical operation of the Chelsea School System, it is herein agreed that except as specifically and directly modified by 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 administration of district wide policy are vested exclusively in the School Committee. The operation of the schools, the direction of the 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 XV**

#### **UNION RIGHTS AND RESPONSIBILITIES**

##### **A. Fair Practices**

As sole collective bargaining agent, the Union will continue its policy of representing equally or accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex, sexual orientation, gender identity or marital status and to

representing equally all such persons without regard to membership, participation in or activities in or for any employee organization.

**B. Agency Service Fee or Union Dues**

1. Upon the Union's compliance with M.G.L chapter 180, section 17A, and upon receipt of an appropriate check off authorization executed by the employee, the School Department will instruct the City to deduct from the employee's wages the appropriate fees, dues, or voluntary agency service fee and remit same to the Union on a monthly basis together with a list of the employees from whose wages such dues or voluntary agency service fees have been deducted and the amount per employee. The deductions and transmittal to the Union shall be in conformity with the City's practice for such deductions in other represented units.

AUTHORIZATION FOR PAYROLL  
DEDUCTION

By \_\_\_\_\_  
(Name of Employee)

To \_\_\_\_\_ Chelsea School Department \_\_\_\_\_  
(Name of Employer)

Effective \_\_\_\_\_ I hereby request and authorize you to deduct Union dues from my earnings each month in twelve equal installments. This amount shall be paid to the Treasurer of the Chelsea Teachers' Union, Local 1340, AFT Massachusetts, AFL-CIO. These deductions may be terminated at any time by me by written notice or upon termination of employment.

School \_\_\_\_\_

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(Employee's Address)

2. The Union agrees to hold the School Department and the City of Chelsea harmless for any action taken by either pursuant to this Article.

## ARTICLE XVI

### TERMS OF AGREEMENT

#### A. Changes Mandated by Law

The Union and School Department recognize that the School Department must operate in accordance with applicable laws and regulations and that changes or implementation of applicable laws or regulations may require changes in the policies, procedures, and practices of the School Department and in addition may supersede the provisions of this Agreement. In the event a change in law or regulation supersedes a specific provision of this Agreement, Management will attempt to inform the Union of the change in advance of implementation and upon request of the Union, will meet and consult concerning the implementation, and to the extent required by law, bargain as to the impact. Failure of the parties to agree upon the manner of implementation shall not act to prevent the School Committee from taking such steps as are necessary to comply with the law or regulation.

#### B. Severability

If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be unlawful, illegal, or in violation of the law, the parties will confer in an effort to agree upon a suitable substitution, however it is agreed that the invalidation through operation of law of any provision of this Agreement shall not affect the remaining provisions of this Agreement.

#### C. Stability of Agreement

This Agreement contains and constitutes the entire Agreement between the School Department and the Union arrived at through the collective bargaining process and supersedes any and all existing agreements, understandings or practices. No amendment, extension, or alteration of this Agreement, and no agreement between the parties which is inconsistent with the terms of this Agreement shall be binding on the parties unless it is in writing and signed by an authorized representative of the parties.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all of the terms and conditions of this Agreement nor shall failure by either party to insist in any one or more situations upon the performance of any of the terms, provisions, or conditions of this Agreement, and the obligations of each party regarding such terms, provisions, or conditions of this Agreement be considered as a waiver or relinquishment of the right of either party to future performance of any such terms, provisions, or conditions of this Agreement, and the obligations of each party regarding such terms, provisions or conditions shall continue in full force and effect.

No provision of this Agreement shall be retroactive to a date prior to the date of adoption and ratification of the Agreement unless otherwise specifically stated herein.



**D. Duration of Agreement**

This agreement shall be effective as of July 1, 2020, and shall go into full force and effect upon ratification by both parties (in June 2018), provided that the pay increase as set noted in Article VII Section A shall be retroactive to July 1, 2020. Further, the pay increases set forth in the reopener agreement (ratified December 2021) shall be retroactive to July 1, 2021. The Agreement shall continue in effect through to and including June 30, 2024.

The parties agree further that they shall enter into negotiation for a successor agreement no later than January 15, 2024, for a successor agreement to take effect July 1, 2024.

**FOR THE COMMITTEE**

DocuSigned by:  
  
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Date: 4/25/2022

**FOR THE UNION**

Kathryn Anderson  
\_\_\_\_\_  
Diana Staco-Millery  
\_\_\_\_\_

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

**ADMINISTRATIVE TEAM**

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

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

**CHELSEA TEACHERS' UNION**  
**Clerical Unit**

**Appendix A**

**SENIOR CLERK – FULL DAY**

			<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
2.00% increase	7/1/2020	Hourly	\$18.55	\$19.52	\$21.17
		Weekly	\$695.69	\$732.13	\$793.81
		Annual	\$36,175.72	\$38,070.76	\$41,278.17
4.00% increase	7/1/2022*	Hourly	\$19.30	\$20.31	\$22.02
		Weekly	\$723.79	\$761.71	\$825.88
		Annual	\$37,637.22	\$39,608.81	\$42,945.80
3.00% increase	7/1/2023**	Hourly	\$19.88	\$20.92	\$22.68
		Weekly	\$745.51	\$784.56	\$850.66
		Annual	\$38,766.33	\$40,797.08	\$44,234.18
3.00% increase	7/1/2024***	Hourly	\$20.48	\$21.55	\$23.36
		Weekly	\$767.87	\$808.10	\$876.18
		Annual	\$39,929.32	\$42,020.99	\$45,561.20

**PRINCIPAL CLERK – FULL DAY**

			<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
2.00% increase	7/1/2020	Hourly	\$22.25	\$23.44	\$25.36
		Weekly	\$834.52	\$878.84	\$950.83
		Annual	\$43,394.83	\$45,699.59	\$49,443.35
4.00% increase	7/1/2022	Hourly	\$23.15	\$24.38	\$26.38
		Weekly	\$868.23	\$914.34	\$989.25
		Annual	\$45,147.98	\$47,545.85	\$51,440.86
3.00% increase	7/1/2023	Hourly	\$23.85	\$25.11	\$27.17
		Weekly	\$894.28	\$941.77	\$1,018.92
		Annual	\$46,502.42	\$48,972.23	\$52,984.08
3.00% increase	7/1/2024	Hourly	\$24.56	\$25.87	\$27.99
		Weekly	\$921.11	\$970.03	\$1,049.49
		Annual	\$47,897.49	\$50,441.40	\$54,573.61

\*Hourly wage for this date in all positions includes a 2% adjustment, retroactive to July 1, 2021, made as part of a midterm reopening of the contract.

\*\*Hourly wage for this date in all positions includes a 1% adjustment made as part of a midterm reopening of the contract.

\*\*\*Hourly wage for this date in all positions is based upon a midterm extension of the contract.

**PRINCIPAL CLERK – HALF DAY**

			<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
2.00% increase	7/1/2020	Hourly	N/A	N/A	\$22.50
		Weekly	N/A	N/A	\$843.66
		Annual	N/A	N/A	\$43,870.42
4.00% increase	7/1/2022	Hourly	N/A	N/A	\$23.41
		Weekly	N/A	N/A	\$877.75
		Annual	N/A	N/A	\$45,642.79
3.00% increase	7/1/2023	Hourly	N/A	N/A	\$24.11
		Weekly	N/A	N/A	\$904.08
		Annual	N/A	N/A	\$47,012.07
3.00% increase	7/1/2024	Hourly	N/A	N/A	\$24.83
		Weekly	N/A	N/A	\$931.20
		Annual	N/A	N/A	\$48,422.44

**PRINCIPAL ACCOUNT CLERK – FULL DAY**

			<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
2.00% increase	7/1/2020	Hourly	\$23.87	\$25.10	\$27.16
		Weekly	\$894.96	\$941.30	\$1,018.68
		Annual	\$46,538.04	\$48,947.44	\$52,971.14
4.00% increase	7/1/2022	Hourly	\$24.83	\$26.12	\$28.26
		Weekly	\$931.12	\$979.33	\$1,059.83
		Annual	\$48,418.18	\$50,924.92	\$55,111.17
3.00% increase	7/1/2023	Hourly	\$25.57	\$26.90	\$29.11
		Weekly	\$959.05	\$1,008.71	\$1,091.63
		Annual	\$49,870.72	\$52,452.67	\$56,764.51
3.00% increase	7/1/2024	Hourly	\$26.34	\$27.71	\$29.98
		Weekly	\$987.82	\$1,038.97	\$1,124.37
		Annual	\$51,366.84	\$54,026.25	\$58,467.44

**PAYROLL SUPERVISOR – FULL DAY**

			<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
2.00% increase	7/1/2020	Hourly	\$25.53	\$26.85	\$29.03
		Weekly	\$957.19	\$1,006.81	\$1,088.73
		Annual	\$49,774.13	\$52,354.27	\$56,613.74
4.00% increase	7/1/2022	Hourly	\$26.56	\$27.93	\$30.21
		Weekly	\$995.87	\$1,047.49	\$1,132.71
		Annual	\$51,785.01	\$54,469.39	\$58,900.94
3.00% increase	7/1/2023	Hourly	\$27.35	\$28.77	\$31.11
		Weekly	\$1,025.74	\$1,078.91	\$1,166.69
		Annual	\$53,338.56	\$56,103.47	\$60,667.97
3.00% increase	7/1/2024	Hourly	\$28.17	\$29.63	\$32.05
		Weekly	\$1,056.51	\$1,111.28	\$1,201.69
		Annual	\$54,938.72	\$57,786.57	\$62,488.01

**FORM FOR SELECTION OF OPTIONS FOR PARENTAL LEAVE**  
**For use by of members of clerical bargaining unit under Article V, Section E.**

**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

Chelsea/clerical-20-12-neg/22-03-04-clerks 20 to 24 CBA to U

**Signature:** Kathryn Anderson  
Kathryn Anderson (Mar 14, 2022 13:29 EDT)

**Email:** kandersonctu@gmail.com

**Signature:** Diana M. Staco-Millery  
Diana M. Staco-Millery (Mar 16, 2022 12:26 EDT)

**Email:** anacaona0109@yahoo.com