

**CHELSEA TEACHERS' UNION, LOCAL 1340
CLERICAL UNIT**

MEMORANDUM OF AGREEMENT

The Collective Bargaining Agreement between the Chelsea School Committee and Chelsea Teachers' Union (clerical unit) that expired on June 30, 2020 shall be continued through June 30, 2023 with the modifications set forth below. All changes are intended to take effect as of the date of ratification by both parties, unless otherwise noted.

ARTICLE III. Working Conditions, Section J. Snow/Weather Days (pg.7). Add the following:

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.

ARTICLE V. Leaves of Absence, Section E. Parental Leave (pg. 14). Delete all of the previous language and replace with the language below:

- 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.

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.

ARTICLE V. Leaves of Absence, Section I. Funeral Leave (pg. 17). Delete the entire section and replace with:

- 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.**

ARTICLE V. Leaves of Absence, Section K. Religious Leave (pg. 18). Delete the entire section and replace with the following:

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.

ARTICLE V. Leaves of Absence, Section M -Domestic Violence Act **NEW****** (pg. 18). Add the following:

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 VII. Wages, Section B. Wage Rates by Classification (pg. 19). Revise to provide the following increases:

Effective July 1, 2020	2%
Effective July 1, 2021	2%
Effective July 1, 2022	2%

ARTICLE IX PROFESSIONAL DEVELOPMENT (pg. 22). Add the following:

Because the tuition reimbursement program is intended to benefit Chelsea students, any employee who has less than three years of employment in the District (in any capacity, not just as a clerk) shall be required to repay 50% of the tuition

reimbursement money that he/she has received under this Article if he/she voluntarily leaves the District prior to the start of the fourth (4th) year of employment. The repayment is due at the time of resignation. The Superintendent in his/her sole discretion may grant exceptions based upon extenuating circumstances (e.g., unanticipated long-distance residential move, medical incapacity, promotional opportunity not reasonably available within the District).

ARTICLE XIII, Section 2. Grievance Procedures (pg. 28). Delete the entire section and replace with the following:

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 1st, 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.

HOUSEKEEPING

ARTICLE III WORKING CONDITIONS, Sections N and Q (pgs. 9 and 10). Correct for accuracy, as follows:

N. Committee on Interpretation ~~Translation~~

A committee shall be established to address professional development for employees who are regularly assigned to ~~translate~~/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).

Q. ~~Translators-Interpreters.~~

The employer will provide an annual training session for employees covered by this agreement who are regularly assigned to ~~translate-interpret~~ at meetings, with such training to focus on educational terminology commonly used in such meetings. Such training will take place during the workday.

In the event an employee is assigned to ~~translate-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 (pg. 10). Update first paragraph as follows:

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 ~~May 1, 2016~~ through June 30, 2025 ~~June 15, 2019~~ contributions for all active employees shall be: Harvard Pilgrim PPP – 30%; Harvard Pilgrim HMO – 20%.

ARTICLE V LEAVES OF ABSENCE Section D. Sick Leave Bank (page 13) Eliminate section 2, as outdated (housekeeping):

~~2. The employer shall match each individual employee's one (1) day contribution with a match of two (2) day contribution for one time only. This section is only in effect for the initial period of Sick Leave Bank establishment and will not be applicable to any future employee donations.~~

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 (date), except as provided herein. The Agreement shall continue in effect through to and including June 30, 2023.

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

FOR THE COMMITTEE

Yessenia Alfaro
Yessenia Alfaro (Feb 22, 2021 15:58 EST)

Ana Hernandez (date)
Ana Hernandez (Feb 22, 2021 16:25 EST)

Jeanette Vitez
Jeanette Vitez (Feb 22, 2021 16:38 EST)

Lucia Henriquez
Lucia Henriquez (Feb 22, 2021 17:30 EST)

FOR THE UNION

(date)

Administrative Team: Dr. Mary Bourque (Educational Consultant), Gerald McCue (Educational Consultant), Christine Lee (Director of Human Resources), Jackie Beverer Maloney (Principal), Michelle Martinello (Principal)

Clerical Unit

Appendix A

SENIOR CLERK – FULL DAY

			Step 1	Step 2	Step 3
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
2.00% increase	7/1/2021	Hourly	\$18.92	\$19.91	\$21.59
		Weekly	\$709.60	\$746.77	\$809.69
		Annual	\$36,899.23	\$38,832.17	\$42,103.73
2.00% 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

PRINCIPAL CLERK – FULL DAY

			Step 1	Step 2	Step 3
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
2.00% increase	7/1/2021	Hourly	\$22.70	\$23.90	\$25.86
		Weekly	\$851.21	\$896.42	\$969.85
		Annual	\$44,262.73	\$46,613.58	\$50,432.21
2.00% 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

PRINCIPAL CLERK – HALF DAY

			Step 1	Step 2	Step 3
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
2.00% increase	7/1/2021	Hourly	N/A	N/A	\$22.95
		Weekly	N/A	N/A	\$860.54
		Annual	N/A	N/A	\$44,747.83
2.00% 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

PRINCIPAL ACCOUNT CLERK – FULL DAY

			Step 1	Step 2	Step 3
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
2.00% increase	7/1/2021	Hourly	\$24.34	\$25.60	\$27.71
		Weekly	\$912.86	\$960.12	\$1,039.05
		Annual	\$47,468.80	\$49,926.39	\$54,030.56
2.00% 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

PAYROLL SUPERVISOR – FULL DAY

			Step 1	Step 2	Step 3
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
2.00% increase	7/1/2021	Hourly	\$26.04	\$27.39	\$29.61
		Weekly	\$976.34	\$1,026.95	\$1,110.50
		Annual	\$50,769.62	\$53,401.36	\$57,746.02
2.00% 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