

ARTICLE VI - WORKING CONDITIONS, Section M (Professional Development) (page 11). Insert new section 7 as follows and renumber remaining section.

Because the tuition reimbursement program is intended to benefit Chelsea students, any paraprofessional who has less than three years of employment in the District (in any capacity, not just as a paraprofessional) shall be required to repay 50% of the tuition reimbursement money that he/she has received under this Article if he/she voluntarily leaves the District prior to the start of the fourth (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 IX – LEAVES OF ABSENCE, Section B.5. (Personal Days) (page 16). Decrease response time for appeal, as follows:

5. Any paraprofessional whose request has been denied has the right to appeal the denial to the Superintendent of Schools, and the Superintendent or a designee shall review the request and render a decision within **two (2)** school days upon receipt of the appeal. Paraprofessionals who are appealing a denial may wish to provide more complete information about the request, but they are not required to do so. Employees are entitled to Union representation and do not forfeit their grievance rights during this process.

ARTICLE IX – LEAVES OF ABSENCE, Section C (Funeral Leave) (page 17). Delete the entire article as previously written and replace with the language below.

1. **All paraprofessionals will receive up to five (5) days off with pay in the case of a death in the immediate family. The term immediate family means the paraprofessional's spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, or any relative or domestic partner, residing in the same household. The Superintendent shall have the discretion to grant such paid time in the case of the death of a step member of the immediate family (e.g. stepchild, stepfather), provided that such leave shall not be unreasonably denied.**
2. **A paraprofessional may be granted one day's absence for the funeral of the paraprofessional's or spouse's aunt, uncle, niece, nephew, grandparent, brother-in-law, or sister-in-law.**
3. **Days granted for funeral leave will not be deducted from an employee's annual and/or cumulative sick leave.**
4. **Funeral days are consecutive school days immediately following or including day of death; however, if the death occurs on a day after the paraprofessional has reported for duty, such day shall not be counted as a funeral day. Weekends are not considered school days. Holidays, vacations, or suspended sessions shall be considered school days. If a death occurs when school is not in session, the paraprofessional may not be entitled to all days. In the event that services are not**

held promptly after a death, the Superintendent shall have the discretion to grant the funeral days as outlined above.

5. Permission to attend the service shall be granted to at least one paraprofessional per building in the case of death of a paraprofessional retired from that building.
6. The discretion of the Superintendent shall be exercised on the occasion of a death of a paraprofessional in the Chelsea School Department.
7. Paraprofessional representatives shall be permitted to attend funeral services of families of their colleagues when arrangements can be made among the faculty with the approval of the Principal.

ARTICLE IX – LEAVES OF ABSENCE, Section F (Parental Leave) (page 18). 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. Extended school vacations, including breaks in December, February, April and over the summer do not count as workweeks, whereas merely shortened by holidays, snow days and the like do count as workweeks.

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

3. **At the time the employee requests and is granted his/her leave, the anticipated date of return shall be specified. In the event employee is unable to return on the specified date of return, the employee must submit a written request for additional leave to the Superintendent at least one week in advance. Absent the request for and the granting of additional authorized leave, the employee's failure to return on the specified date shall be deemed a voluntary resignation not subject to the grievance procedure.**
4. **An employee returning from a maternity/parental/adoptive leave of absence will be returned to his/her previous position or a substantially similar position and will retain the seniority held at the time the leave became effective. Salary placement shall be at the next step of the salary schedule if the employee served one-half or more of the year in which the leave was granted.**

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 IX – LEAVES OF ABSENCE, Section O (Religious Days) (page 21). Delete the entire first sentence and replace with the following:

Each paraprofessional will receive two (2) days for the purpose of observing religious holidays.

ARTICLE IX, Section R (Domestic Violence Act) **NEW** (page 21). Add:

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

ARTICLE XI, SECTION G.1.a (Employee Rights) (page 24). Revise to read as follows:

1. Continuing Employment Rights and Discipline
 - a) All Employees hired on or after July 1, 2018 shall serve an initial probationary period of ninety (90) school days during which they may be dismissed with or without cause. Subsequently, during periods of any annual appointment, such Employees may be dismissed only for **just cause or layoff, provided that dismissal for just cause is subject to the grievance procedure, but not arbitration.** Employees are subject to annual appointment for the first full three years of their employment, with notice to be provided in writing by July 1 whenever the Employee will not be renewed for the next school year. After completing three full

consecutive years of employment, the Employee will have continuing employment rights, subject only to dismissal for just cause or layoff.

[no change to remainder of section]

ARTICLE XII – GRIEVANCE PROCEDURES (page 26). Delete the entire article as previously written and replace with the language below.

A. Definition

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

B. Adjustments of Grievances

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

at a time designated by the Chairman of the School Committee. The School Committee will be informed in writing at least three (3) days prior to the meeting of the names and titles of the person or persons who are to represent the paraprofessional and the Union. The School Committee, or its designated representative, shall elect whether this discussion shall take place during working hours. The School Committee will give its written answer to the grievance within ten (10) school days following the conclusion of the meeting.

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

HOUSEKEEPING

ARTICLE IV Section 4.D. (page 4). ~~Effective September 1, 2002,~~ Paraprofessionals who are paid at the P/4 rate and who have completed at least 15 years of service will be paid at the P/5 level based on an annual performance evaluation rated as “proficient” for the previous year.

ARTICLE V – FRINGE BENEFITS, Section A.1 (page 6). Update PEC: **Health and Life Insurance** - 1. Health care benefits are subject to the provisions and procedures of M.G.L. Section 19 and are governed by agreements reached between the City of Chelsea and the Chelsea

Public Employee Group. For the agreement between the City and the PEC **effective July 1, 2019 through June 30, 2025** contributions for all active employees shall be: Harvard Pilgrim PPP – 30%; Harvard Pilgrim HMO – 20%.

ARTICLE VI - WORKING CONDITIONS, Section O, Translators (page 12). Correct title and language for accuracy.

~~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. The 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 his/her supervisor will consult with the employee about prioritizing the employee’s remaining responsibilities for the day.

ARTICLE XVII - DURATION OF AGREEMENT: This agreement shall be effective as of July 1, 2020, and shall go into full force and effect upon ratification unless otherwise noted above. The Agreement shall continue in effect through to and including June 30, 2021.

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

Ana Hernandez
Ana Hernandez (Feb 12, 2021 21:15 EST)

Henry D. Wilson (date)
Henry D. Wilson (Feb 12, 2021 21:44 EST)

J. Velazquez
Jeanette Velazquez (Feb 12, 2021 22:46 EST)

Kelly Garcia Mirza
Chairwoman Kelly García Mirza (Feb 12, 2021 22:01 CST)

FOR THE UNION

(date)

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

Paraprofessionals: Article IV, Section A: Basic salary Schedule

Effective July 1, 2020, 3% increase for all levels:

Step	<u>7/1/2020</u>
P/1	\$15.61
P/2	\$16.78
P/3	\$17.92
*P/4	\$19.07
**P/5	\$19.61
TAI/1	\$18.00
TAI/2	\$19.15
TAI/3	\$20.47
TAII/1	\$20.21
TAII/2	\$21.36
TAII/3	\$22.66

*Paraprofessionals with a minimum of 10 years of service and an annual performance evaluation of “proficient”.

**Paraprofessionals with a minimum of 15 years of service and an annual performance evaluation of “proficient”.

Chelsea/para 20-12 negs/21-02-01-Para MOA-for sig