

**AGREEMENT**

**between**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND  
SERVICE WORKERS INTERNATIONAL UNION (“USW”),  
ON BEHALF OF USW, LOCAL 9427-1**

**(SCHOOL NURSES AND NURSE AIDES UNIT)**

**and**

**CHELSEA SCHOOL COMMITTEE**

**CHELSEA, MASSACHUSETTS**

**Duration of Agreement**

**July 1, 2019 – June 30, 2022**

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**ARTICLE I  
UNION RECOGNITION**

The Chelsea School Committee recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (“USW” or “union”), on Behalf of USW, Local 9427-1, as the exclusive bargaining representative for all school nurses and nurse aides within the Chelsea School Department (collectively referred to herein as “employees”).

**ARTICLE II  
COMMITTEE RIGHTS**

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

**ARTICLE III  
COMPENSATION**

**A. Basic Salary Schedules**

1. Nurses shall be paid in accordance with the following schedule:

**NURSES PAY SCALE**

**2019-2020** (2.25%)(effective 1<sup>st</sup> day of the school year)

<b><u>BACHELORS</u></b>		<b><u>MASTERS</u></b>	
(1)	47,309.71	(1)	49,561.80
(2)	49,696.90	(2)	52,039.41
(3)	51,704.31	(3)	54,641.49
(4)	55,013.82	(4)	57,099.95
(5)	57,618.02	(5)	59,955.21
(6)	60,330.74	(6)	62,353.04
(7)	62,175.38	(7)	64,848.73
(8)*	65,096.78	(8)*	68,460.54
(9)**	67,152.18	(9)**	71,438.27
(10)**	70,027.66	(10)**	75,280.75
*\$1,000 adjustment		**\$1,100 adjustment	

**2020-2021** (2.25%) (effective 1<sup>st</sup> day of the school year)

<b><u>BACHELORS</u></b>		<b><u>MASTERS</u></b>	
(1)	48,374.18	(1)	50,676.94
(2)	50,815.08	(2)	53,210.30
(3)	52,867.66	(3)	55,870.92
(4)	56,251.63	(4)	58,384.70
(5)	58,914.43	(5)	61,304.20
(6)	61,688.18	(6)	63,755.98
(7)	63,574.33	(7)	66,307.83
(8)	66,561.46	(8)	70,000.91
(9)	68,663.11	(9)	73,045.63
(10)	71,603.28	(10)	76,974.56

**2021-2022** (2.25%) (effective 1<sup>st</sup> day of the school year)

**BACHELORS**

**MASTERS**

(1)	49,462.60	(1)	51,817.17
(2)	51,958.42	(2)	54,407.53
(3)	54,057.18	(3)	57,128.01
(4)	57,517.29	(4)	59,698.35
(5)	60,240.00	(5)	62,683.55
(6)	63,076.16	(6)	65,190.49
(7)	65,004.74	(7)	67,799.76
(8)	68,059.09	(8)	71,575.93
(9)	70,208.03	(9)	74,689.16
(10)	73,214.35	(10)	78,706.49

2. Nurse aides. The amounts below set forth the minimum and maximum hourly rate for each aide category, with specific amount for each aide be determined based on education and experience. Annual increases represent 2.25% and are effective with the the 1<sup>st</sup> day of the school year..

a. Nurse aides who do not hold the credential of Certified Nurse Assistant shall be paid as follows:

	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
Bottom	\$15.84	\$16.20	\$16.56
Top	\$17.80	\$18.20	\$18.61

b. Nurse aides who hold the credential of Certified Nurse Assistant shall be paid as follows:

	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>
1	\$17.51*	\$17.91	\$18.31
2	\$18.31*	\$18.72	\$19.14
3	\$19.11*	\$19.54	\$19.98
	*\$1.00 adjustment		

3. Advancement to the next higher step or rate shall be on the first day of each school year and shall be contingent on (1) an overall performance rating of at least “Needs Improvement” or equivalent and (2) on having worked a minimum of three quarters (3/4) of the prior school year. The performance ratings for nurses will be issued in accordance with the timelines set forth in the Educator Evaluation System. The performance ratings for nurse aides will be completed at least two (2) weeks prior to the school year’s end. If a performance rating for a nurse aides results in a failure to move to the next higher step the nurse aide may file a grievance pursuant to Article IX, Grievance

**B. Method and Time of Wage/Insurance Payment**

1. Nurses will be paid on a bi-weekly basis commencing with the second Friday of the school year. All nurses will be paid over 24 pay periods during the regular school year (or immediately following).
2. All nurse aides shall be paid on a weekly basis during the regular school year (or immediately following).
3. For purposes of payroll computation, the work week starts at 12:01 a.m., Monday, and runs through midnight Sunday.
4. Deductions for health insurance shall be on a monthly cycle for nurses and a 42 week cycle for nurse aides, with all deductions for insurance coverage during summer months taken during the school year.
5. All employees shall have their paychecks direct deposited.

**C. Working Before and/or After the Regular Work Day or Year**

1. Nurses who are assigned to work before or after the regular work day or regular work year, excluding the time noted in Article V, Section A.1 will be compensated at the rate of \$35.00 per hour.

Nurses who are selected and approved by the Superintendent or designee to make formal presentations at workshops or in-service programs offered by the Chelsea School Department after the regular work day or regular work year shall be paid at the hourly rate set forth above plus an additional \$10.00 for each hour of presentation.

2. Nurse aides assigned to work before or after the regular work day or regular work year will be compensated at the same hourly rate which they receive during the regular work day/year.

**D. Placement on the Salary Schedule**

The Superintendent of Schools has the discretion to fix the initial salary rate of each employee upon entering employment, giving consideration to previous experience and special skills, provided that such salary rate shall not be less than the minimum established in this Contract. Once placed on the salary schedule at the time of hire, employees will not be granted additional steps or lane changes unless based on service within the school department or applicable educational requirements.

**E. Longevity**

Longevity increment shall be granted for the completion of full school years of service as an employee of the Chelsea Public Schools based upon the following schedule, provided that

past service as an employee of the City of Chelsea with assignment to the school department shall count toward such service.

#### Nurse Aides

- Nurse Aides who have completed ten (10) full school years of service but less than fifteen (15) years - \$700.00for FY 20; \$800 for FY 21; \$900 for FY 22;
- Nurse Aides who have completed fifteen (15) full school years of service but less than twenty (20) years - \$900.00for FY 20; \$1000 for FY 21; \$1100 for FY 22;
- Nurse Aides who have completed twenty (20) full school years of service but less than twenty-five (25) years - \$1100for FY 20; \$1200 for FY 21; \$1300 for FY 22
- Nurse Aides who have completed twenty-five (25) full school years of service but less than thirty (30) years - \$1600for FY 20; \$1700 for FY 21; \$1800 for FY 22
- Nurse Aides who have completed thirty (30) full school years of service - \$1900for FY 20; \$2000 for FY 21; \$2100 for FY 22

#### Nurses

- Nurses who have completed ten (10) years of service but less than fifteen (15) full school years - \$825for FY 20; \$1025 for FY 21; \$1225 for FY 22;
- Nurses who have completed fifteen (15) years of service but less than twenty (20) full school years - \$1025for FY 20; \$1225 for FY 21; \$1425 for FY 22;
- Nurses who have completed twenty (20) years of service but less than twenty-five (25) full school years - \$1225for FY 20; \$1425 for FY 21; \$1625 for FY 22;
- Nurses who have completed twenty-five (25) years of service but less than thirty (30) full school years - \$1725for FY 20; \$1925 for FY 21; \$2125 for FY 22;
- Nurses who have completed thirty (30) full school years of service - \$2025for FY 20; \$2225 for FY 21; \$2425 for FY 22;.00

Payment for nurse aides will be made in a lump sum with the last pay period in June of each school year (i.e., beginning with June of the eleventh (11<sup>th</sup>) full school year).

Payment for nurses will be added to their regular paychecks each year, beginning in September of the eleventh (11<sup>th</sup>) full school year.

#### F. Substituting for Health Manager

If the Health Manager or Superintendent assigns a nurse to substitute for the Health Manager for one full day or more, the nurse will be compensated \$20 for each full day of the assignment (in addition to the nurse's regular compensation.)

**ARTICLE IV  
FRINGE BENEFITS**

**A. Health and Life Insurance**

1. Health care benefits are subject to the provisions and procedures of M.G.L. Section 19 and are governed by agreements reached between the City of Chelsea and the Chelsea Public Group.
2. The School Department will deduct the share from payroll checks for participating members on receipt of proper authorization.
3. On the date of retirement, coverage under the City's health and life insurance plans may be continued through local group.
4. It is agreed that should any changes occur in the statutes or city ordinances affecting health and welfare plans or should any changes be mandated by law, this agreement will be immediately reopened for negotiations on this subject.
5. Employees are eligible to participate in the following programs offered under policies of the City of Chelsea, with the understanding that the City may discontinue or change such programs at any time. Information about City policies/programs can be obtained from the School Personnel Office or the City Human Resources Department.
  - a. Incentive payment for opting out of the City's health insurance plan.
  - b. Internal Revenue Code Section 125 Cafeteria benefits plan.

**B. Worker's Compensation**

1. Employees who incur job-related illness or injury shall promptly file a written report on a form prescribed and provided by the school department of such illness or injury with their supervisor. An employee who is injured in the course of employment and is sent home or to a medical facility shall receive pay for the balance of the day of the injury. Time lost during statutory waiting periods (5 days) in which no Worker's Compensation weekly disability benefits are permissible may be paid by applying accrued sick leave.

Employees who receive Worker's Compensation retroactive to day one shall have two-thirds of sick-time returned to their sick leave accrual for each sick day used in the initial waiting period, provided that the employee reimburses the School Department for the sick leave pay the employee received from WC for these days.

Employees who receive Worker's Compensation retroactive to day six shall have two-thirds of sick-time returned to their sick leave accrual for any sick-day used for the initial waiting period after day five, provided that the employee reimburses the School Department for the sick leave pay the employee received from WC for these days.

2. Time lost after statutory waiting periods have been satisfied shall be paid for as provided under the Massachusetts Worker's Compensation laws (currently 60%). Employees may elect to use partial accrued sick leave days (40%) to supplement Worker's Compensation weekly disability benefits to the extent total compensation received does not exceed their regular pay.

### **C. Pensions**

The parties acknowledge that nurses must participate in the Massachusetts Teacher Retirement System. The parties further acknowledge that nurse aides are covered by the Municipal Employees Pension Plan. Employees may participate in a retirement savings option that allows them to take advantage of Section 403B of the Internal Revenue Code.

### **D. Professional Development**

The Chelsea School Department shall provide one-half (1/2) payment for college courses taken by employees for professional improvement. A maximum of three (3) courses per year will be allowed for an employee. Courses for which reimbursement is sought shall be subject to prior approval by the Superintendent. Only 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. Upon completion of the program for which the advance approval 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 along with the employee's proof of payment for such course. Failure to produce this documentation may result in denial of reimbursement. The amount available for payments under this paragraph shall not exceed \$4,000 per year.

## **ARTICLE V WORKING CONDITIONS**

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

1. The length of the school year for all full-time nurses shall be 185 days, to include 183 school calendar days, with 2 additional days to be determined by the Superintendent or designee. The regular workday will be a 7-hour day; which includes a paid 25 minute duty free lunch. Nurses are expected to be at their posts minimally 15 minutes prior to/ after the arrival/departure of students, with the understanding that as professionals, nurses must often devote time beyond the regular work day in order to fulfill their responsibilities without compensation other than the basic annual salary set forth in Article III.1. These responsibilities include but are not limited to attending two after school meetings each month. Each meeting will be scheduled for one hour and will consist of staff meetings, department meetings, personal learning communities, and/or conducting mandatory staff trainings on topics such as universal precautions, etc.

2. The length of the school year for all nurse aides shall be 185 days. The regular work day for full-time nurse aides shall be 6 1/2 hours, which includes a paid 25 minute duty-free lunch.
3. Nurses who are specifically required to attend special education and Section 504 team meetings, professional development or staff meetings that extend beyond the regular workday (other than the two per month set forth in Section A.1 above) will receive compensation at the hourly rate set forth in Article III, Section C. Nurses and nurse aides who attend professional development programs or meetings that are not required may or may not be compensated. Announcements for professional development opportunities will indicate if nurses or nurse aides will receive compensation.

## **B. Transporting Children**

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

## **C. Files**

1. Employee files shall be maintained under the following circumstances:
  - a. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the files by an administrator unless the employee is sent a dated copy at the same time.
  - b. The employee shall have the right to submit a response to the statement. The employee's answer shall also be included in the file.
  - c. Upon request, an employee shall be given access to his/her file without delay.
  - d. Upon receipt of a written request, the employee shall be furnished a reproduction of any material in his/her file in a time period consistent with state laws.
2. Derogatory statements or reports kept by administrators at the school level are subject to the same provisions as official personnel files.
3. Official grievances filed by any employee under the Grievance Procedure as outlined in this Agreement shall not be placed in the personnel file of the employee; nor, shall such grievance become a part of any other file or record which is utilized in the promotion process; nor, shall it be used in any recommendations for job placement.
4. An employee shall have the right to submit any pertinent employment related material for inclusion in the employee's own personnel file. Upon written request the employee shall have the right to review and to reproduce any material contained in the school department personnel file. With the employee's approval, the employee's designated Union representative shall have the right to review the file.

#### **D. Drug Free Schools**

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

#### **E. Interactions with Students/Indemnification.**

The parties recognize that corporal punishment of pupils is prohibited. The parties further recognize that school personnel may use physical restraint only when needed to protect a student and/or a member of the school community from assault or imminent, serious, physical harm.

1. Employees shall be required to report, in writing, all cases of physical assault suffered by employees in connection with their employment to the Superintendent of Schools.
2. If an employee is injured or an employee's property is damaged by the willful misconduct of a student, the employee may request assistance and advice from legal counsel of the School Department concerning the employee's rights under the law.
3. The Employer shall indemnify employees against claims that may be brought against the employee in accordance with the provisions established by the Massachusetts Tort Claims Act.
4. Any nurse subpoenaed as a witness in a substance abuse or child abuse case or other action because of or arising out of the employment relationship under this section shall not suffer loss of pay or deduction from annual or accumulated sick leave.

### **ARTICLE VI EMPLOYMENT RIGHTS, PERFORMANCE EVALUATIONS AND LAYOFFS**

#### **A. Employment Rights**

1. **Nurses.** The parties acknowledge that the employment rights of nurses are set forth in Mass. Gen. Laws c. 71, sections 41 and 42.
2. **Nurse Aides.**

Initial Probationary Period. Nurse aides will serve an initial probationary period of sixty (60) work days during which they may be dismissed with or without good cause and no such actions shall be subject to the grievance and arbitration procedures. The probationary period may be extended once for a period of up to forty-five (45) additional

work days by the Superintendent or designee, upon notice to the nurse aide and the union. Subsequently, during periods of any annual appointment, the nurse aide may be dismissed only for good cause or layoff.

Annual Appointment. Nurse aides are subject to annual appointment for the first three (3) consecutive full school years of their employment, provided that past service as an employee of the City of Chelsea with assignment to the school department shall count toward such school years of employment for the purposes of this section. Notice will be provided in writing by the last day of school whenever the nurse aide is not to be employed for the next school year. After completing three (3) consecutive full school years of employment, the nurse aide's appointment will continue, subject only to layoff pursuant to Article VI.C. or dismissal for good cause. As used herein, "good cause" shall mean any grounds put forth by the Superintendent or designee which are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system.

## **B. Performance Evaluations**

- 1. Nurses.** Nurses shall be evaluated using the rubric for school nurses published by the Department of Elementary and Secondary Education (DESE). The timelines and protocols applicable to the evaluation of educators in the Chelsea Public Schools will be followed.
- 2. Nurse Aides.** Representatives of management appointed by the Superintendent of Schools and representatives appointed by Union shall meet to develop an evaluation tool for Nurse Aides, to be presented to the parties for bargaining. All nurse aides will receive a formal written evaluation by the first Monday in June of each year. Evaluations will conclude with an overall rating of Outstanding, Satisfactory, Needs Improvement or Unacceptable.

In the event a nurse aide's formal evaluation indicates that overall performance is less than satisfactory or in the event the employer, following one or more verbal and written warnings to the nurse aide that otherwise formally notifies the nurse aide that his/her overall performance is less than satisfactory, the employer will have the option of providing the nurse aide with forty-five (45) work days to improve his/her performance to satisfactory levels. The employer will provide the nurse aide with a written improvement plan, which may include retraining. The employer will schedule a meeting with the nurse aide and his/her union representative to review the plan at its inception, a second meeting to review progress near the midpoint, and a final meeting near its conclusion. At the end of the forty-five (45) work-day period, the nurse aide will receive a formal written evaluation, and if the performance of the nurse aide has failed to improve her performance to the level of satisfactory overall, such evaluation will constitute good cause for dismissal. It is understood that backsliding of performance to less than satisfactory within one year following an improvement plan resulting in a satisfactory rating may also be considered good cause for dismissal.

It is understood that neither evaluation ratings nor placement on an improvement plan may be grieved beyond Level III of the grievance procedure unless relied upon as the basis for discharge. It is further understood that nothing in this article restricts the employer's authority to dismiss or otherwise discipline nurse aides for misconduct, failure to meet performance standards, or other reasons, so long as there is good cause for such discipline.

**C. Layoff and Recall.** The employer retains the right to determine the number of nurse and nurse aide positions that are needed in the school department. In the event of a reduction in force, the following provisions will apply when determining which employee shall be laid off. Seniority for the purpose of the section is defined as the length of continuous, full-time service in the Chelsea Public Schools from the first day of the employee's appointment by the Superintendent, (1) provided that part time employees shall be given credit for service for the purpose of seniority on a pro rata basis (i.e., a .5 FTE employee will earn .5 years of seniority for each year of employment) and (2) provided that past service as an employee of the City of Chelsea with assignment to the school department shall count toward such service for the purposes of this section.

1. **Nurses.** The following will apply to nurses with professional status.
  - a. A nurse with professional status will not be laid off if there is a nurse without professional status whose position the nurse with professional status is qualified to fill.
  - b. In the event a nurse with professional status is to be laid off, the following criteria will be applied in selecting which nurse will be subject to layoff: (1) the best interest of students and (2) indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted pursuant to M.G.L. c 71, sec. 38, provided that the ratings of "Proficient" and "Exemplary" are to be considered equal for the purpose of this paragraph. If there is a tie using these criteria, the tie shall be broken by seniority, with the least senior nurse with professional status laid off first.
  - c. Nurses with professional status who are on layoff because of reduction in force shall be on a recall list for the first twenty-four (24) months of layoff and shall, if qualified, have preference over new applicants for any new position or vacant position of nurse for which they are qualified. In making a decision as to which of two or more qualified nurses on the recall list will be first recalled, the Superintendent will consider the criteria set forth in Article VI.C.1.a above. Nurses shall receive notice of recall via certified mail at their last address of record. The failure of a nurse to accept the assignment within 10 calendar days of the postmark of the notice thereof shall result in automatic removal of that nurse from the recall list and termination of all recall rights.

**2. Nurse Aides.** The following will apply to nurse aides who have attained the status of completing three (3) consecutive full school years of employment as set forth in Article VI, Section A.2.

- a. In the event of a layoff of a nurse aide who has attained the status of completing three (3) consecutive full school years of employment as set forth in Article VI, Section A.2, the Superintendent shall consider professional training, experience and performance of each nurse aide as applied to the needs of the school district. If these factors are substantially equal, seniority shall control, i.e., the last person hired will be the first person laid off.
- b. Recall. Nurse aides who have attained the status of completing three (3) consecutive full school years of employment as set forth in Article VI, Section A.2 and who are on layoff because of reduction in force shall be on a recall list for the first twelve (12) months of layoff and shall, if qualified, have preference over new applicants for any new position or vacant position of nurse aide for which they are qualified. In making a decision as to which of two or more qualified nurse aides on the recall list will be first recalled, the Superintendent will consider the criteria set forth in Article VI.C.2.a above. Nurse aides shall receive notice of recall via certified mail at their last address of record. The failure of a nurse aide to accept the assignment within 10 calendar days of the postmark of the notice shall result in automatic removal of that nurse aide from the recall list and termination of all recall rights.

**D. Resignation from Employment.** The Union acknowledges that employees have a very serious ethical responsibility with respect to their employment and expect that employees who wish to resign will provide a minimum of fourteen days notice of that resignation unless otherwise the employee and Principal or Superintendent otherwise agree.

## **ARTICLE VII LEAVES OF ABSENCE**

### **A. Sick Leave**

Sick leave shall be credited as follows:

1. Employees shall be credited with fifteen (15) days at the beginning of the school year. Newly hired employees will not be eligible to be paid for sick days until the completion of thirty (30) working days. Sick leave for employees whose service begins after the start of the school year or ends before the end of the school year shall be pro-rated at the rate of 1.5 sick days per month.
2. Employees hired on or before the 15th of the month shall receive credit for sick leave for that month. Employees hired after the 15th of the month shall begin sick leave accumulation the following month.

3. Employees may accrue a maximum of 200 sick days. Any accrued unused sick leave that had accumulated as an employee of the City of Chelsea will be transferred to their employment with the School Committee.
4. Sick leave pay is only for absence due to illness or injury and is not to be used as holiday or vacation time. With prior approval, employees may utilize sick leave time off for medical treatment. Employees are expected to schedule treatments outside of regular school hours whenever possible. Sick leave of up to 15 days per year may be used for the care of an ill family member who resides in the same household as the employee. Sick leave may also be used for a member of the immediate family not residing in the same household with a serious health condition as described in a U.S. Department of Labor "Certification of Health Care" form. If the sick leave exceeds two (2) consecutive days, the form must be completed and submitted within five (5) business days of the leave. Sick leave used under this paragraph cannot exceed 15 days. The rights granted under this section are not in derogation of the right to which employees are entitled under the Family and Medical Leave Act of 1993.
5. An employee who is absent for six (6) or more consecutive work days may be required by the School Department to submit satisfactory proof of illness. Where an employee has been warned that his/her sick leave record has established a pattern of abuse and/or has been excessive, any subsequent unexcused absence shall be a basis for disciplinary action. The School Department may require a written certificate from a physician establishing incapacity, illness, or injury as a condition of payment in the event of suspected sick leave abuse.
6. Severance/Sick Leave Buy Back

Upon retirement or death, nurses may redeem unused accumulated sick leave in cash at a rate of \$75.00 per day:

Less than 25 years of service\* in the Chelsea Public Schools up to 120 days  
25 or more years of service in the Chelsea Public Schools up to 130 days

\*Service while employed as a nurse by the City with assignment to the school department will be counted for the purpose of this buy back.

Upon retirement or death, nurse aides may redeem up to 100 days of their unused accumulated sick leave in cash at a rate of \$40.00 per day

If death occurs, such payment shall be made to the employee's estate.

## **B. Personal Days**

1. Full-time employees shall be eligible for three personal days per year. These days are not deducted from sick leave. Unused non-deductible personal days of the current school year may be converted to accumulated sick leave days the following September.

2. Personal leave may be used for personal emergency but not for personal convenience. 'Emergency' includes home, personal, or family exigencies that the employee is unable to schedule for non-school hours, including care of the immediate family or permanent members of the household and non-Chelsea school related court cases.
3. Employees who request personal leave are required to state the reason for the request with sufficient detail to ensure that it qualifies under Section B. 2 above. Assuming such qualification, the administrator will approve the request unless there are compelling reasons for denial. Such reasons may include district wide or school wide initiatives requiring the presence of nursing staff or absences of a large number of employees already approved.
4. Personal leave days may not be granted immediately preceding or immediately following a scheduled vacation or holiday period, provided that the superintendent at his/her sole discretion may grant a paid personal day if she deems warranted.
5. Employees must make timely request for such leave. In the case of exigencies known in advance, request for such leave should be made not less than two school days in advance.

### **C. Funeral Leave**

Funeral days are consecutive school days immediately following or including day of death; however, if the death occurs on a day after the employee 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 employee may not be entitled to all days.

1. Employees will receive up to five (5) days off with pay in the case of death in the immediate family. The term immediate family means the employee's spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, or relative residing in the same household.
2. An employee may be granted one day's absence for the funeral of the employee's or spouse's aunt, uncle, niece, nephew, grandparent, brother-in-law or sister-in-law.
3. Days granted for funeral leave will not be deducted from an employee's annual and/or cumulative sick leave.
4. In exceptional circumstances, employees may apply to the Superintendent for further leave beyond that provided in this section. Approval of such leave is at the sole discretion of the superintendent.

#### **D. Maternity/Parental/Adoptive Leave**

1. Parental leaves will be granted to employees in accordance with the Massachusetts Maternity Leave Act at MGL Chapter 149, Section 105D (MMLA) and the Family Medical Leave Act (FMLA). With the exception of substituting accrued personal days or other paid time as provided in Paragraph 3 below, this leave shall be unpaid.
2. An employee who wishes to take leave under this section shall inform the Superintendent in writing on an approved form of the anticipated date of departure at least four (4) weeks in advance. (In the event of notification by an appropriate agency of an adoption date less than four (4) weeks in advance, the notice date will be adjusted accordingly.)
3. Employees who are adopting or otherwise taking maternity/paternity leave without giving birth may substitute ten (10) workdays of paid leave, to be deducted from accumulated sick leave, so long as taken consecutively immediately before or following the date of birth or adoption. An employee who is pregnant or giving birth may substitute her accumulated personal sick leave to cover days during the school year when she is medically incapacitated from working in his/her position as a nurse or nurse aide. An employee who gives birth is presumed to be medically incapacitated from working as a nurse/nurse aide for eight weeks immediately following the birth. The Superintendent may require an employee to submit adequate evidence of medical incapacity for any other period of disability relating to pregnancy/childbirth. The duration of the leave shall not exceed eight (8) weeks (or in the case of FMLA leave, twelve (12) weeks) from the date of the leave's commencement.
4. 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.
5. 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 hundred twenty (120) or more days of the year in which the leave was granted.

#### **E. Family and Medical Leave Act**

Eligible employees are entitled to leave under the Family and Medical Leave Act including Military Leave provisions. All leave taken for qualifying events under FMLA shall be applied to an individual's FMLA allotment. An employee is entitled to a maximum of twelve (12) work weeks of FMLA leave during any twelve (12) month period calculated on a "rolling" calendar basis. Employees should contact the Director

of Personnel for information regarding eligibility and qualifying events under the FMLA.

**F. Additional Paid Time for Nurse Aides**

1. Nurse aides shall receive pay for all holidays which fall on Monday through Friday during the regular school year.
2. Nurse aides will receive pay for up to an additional fifteen (15) days each school year, to be attributed to days during the regular school year when schools are not in session due to scheduled breaks in the school calendar or early release days due to circumstances such as inclement weather. Nurse aides whose service begins or ends other than with the established school year shall receive a pro-rata share at the rate of 1.5 days per month.

**G. Jury Duty**

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

**ARTICLE VIII  
UNION RIGHTS AND RESPONSIBILITIES**

**A. Union Representation**

The Administration shall recognize the Union Steward as the official representative of the nurses and nurse aides. The Union shall keep the Administration advised of who is serving in the role of Steward.

**B. Deductions for Dues Check-Off /Agency Service Fee**

1. The Union is authorized to have payroll deductions for Union dues. Authorization may be revocable as provided by law. The City Treasurer will transmit moneys deducted in total to the Union Treasurer no later than ten (10) days after such deduction is made. The Union shall notify the School Department of the amount of the Union dues annually, thirty days prior to the commencement of the school year.
2. The deductions of Union Dues will be made upon receipt of a form provided to the employee for the purpose of these deductions. Such form shall be approved for use by the Chelsea School Department and must be signed and dated by the employee.
3. The Union agrees to reimburse the School Committee for any costs the School Committee may incur in connection with its implementation of this Section.

## **ARTICLE IX GRIEVANCE PROCEDURE**

### **A. Definition**

For the purposes of this Agreement, a grievance shall be defined as a complaint between the Committee and Union and/or any employee 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 condition as set forth below.
2. The employee shall present the grievance during his/her non-working hours to his/her supervisor and may be accompanied by another bargaining unit employee or by the Union Steward with the objective of resolving the matter informally.
3. If the grievance is not satisfactorily settled at this step, it may be reduced to writing by the employee within three (3) school weeks after receipt of the Supervisor's answer and be presented to the Superintendent of Schools. The Superintendent or his designee, the employee, 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 designated representative, shall give his 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 five (5) school days after receipt of the written answer of the Superintendent to the Committee. The Committee or its designated representative, the employee, 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 employee 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 XIV.

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 involved, any school representative, any member of the Union, or any participant in the grievance procedure by reason of such participation.

## **ARTICLE X ARBITRATION**

### Section 1

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

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

### Section 2

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

### Section 3

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

presented by the parties during the arbitration proceedings. In determining whether there is a specific and direct violation of express language of a specific provision of this Agreement, it is agreed that the only criterion to be applied is the plain meaning of express language in the Agreement.

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

#### Section 4

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

### **ARTICLE XI SAVINGS CLAUSE**

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

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

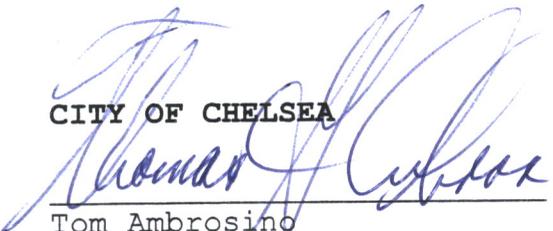
### **ARTICLE XII DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2019 and shall go into full force and effect upon ratification by both parties, provided that the wage scales shall go into effect on the dates specified in Article III. The Agreement shall continue in effect through to and including June 30, 2022.

The parties agree further that they shall enter into negotiation for a successor agreement no later than May 31, 2022, for a successor agreement to take effect July 1, 2019.

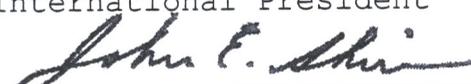
## EXECUTION

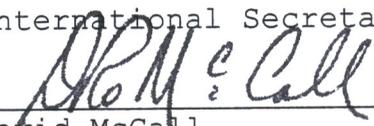
CITY OF CHELSEA

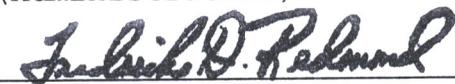
  
Tom Ambrosino  
City Manager

UNITED STEEL WORKERS

  
Thomas Conway  
International President

  
John Shinn  
International Secretary/Treasurer

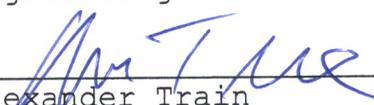
  
David McCall  
International Vice-President  
(Administration)

  
Fred Redmond  
International Vice-President  
(Human Affairs)

  
Del Vitale  
Director, District 4

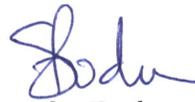
  
Stephen J. Finnigan  
Sub District Director

  
Dylan Cook  
President, Local 9427  
Negotiating Committee

  
Alexander Train  
Vice President, Local 9427  
Negotiating Committee

  
Jeanette Cintron White  
Reording Secretary, Local 9427  
Negotiating Committee

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A handwritten signature in blue ink, appearing to read 'Socheath Toda', with a stylized, cursive script.

Socheath Toda  
Treasurer, Local 9427  
Negotiating Committee