AGREEMENT

Between the

## **CHELMSFORD SCHOOL COMMITTEE**

and the

## **CHELMSFORD FEDERATION OF TEACHERS**

# LOCAL 3569, AFT MASSACHUSETTS, AFL-CIO

# **PROFESSIONAL SUPPORT PERSONNEL**

July 1, 2025 — June 30, 2028

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### **PREAMBLE**

The School Committee of Chelmsford and the Chelmsford Federation of Teachers recognize that their prime purpose is the development and operation of educational programs of the highest quality for the benefit of the students and the community of Chelmsford. In order to fulfill this prime purpose, relationships must be established on the basis of the parties' responsibilities to each other and on the concept of education as a public trust and as a professional calling.

Therefore, the parties agree as follows:

## ARTICLE 1 RECOGNITION

<u>Section 1-01.</u> The Committee recognizes the Union as the sole collective bargaining representative for employees in the following positions for the purpose of bargaining with respect to wages, hours, and other conditions of employment:

- Secretary to Elementary School Principal
- Secretary to Middle School Principal
- Secretary to High School Principal
- Secretary for Information High School
- Secretary to Assistant Principal Middle School
- Secretary to House Dean
- Secretary to Special Education Office
- Secretary to High School Office
- Secretary to Department Coordinator
- Secretary to Athletic Director
- Secretary for Student Support Services High School
- School Office Clerk\*
- Regular Education Paraeducator\*
- Special Education Paraeducator\*
- ABA Paraeducator\*
- Science Lab Clerk\*
- Library Clerk Circulation (High School)\*
- Aide\*

\*Positions with an asterisk are identified as Educational Support Personnel for purposes of holiday and vacation day accruals.

**Section 1-02.** The parties recognize that this contract is a transitional contract which integrates into a single bargaining unit two separate bargaining units, "educational secretaries" and "educational support personnel," and which includes previously non-union positions. Where contractual reference is made hereafter to "educational secretaries," such group shall include all positions in the bargaining unit as listed in Section 1-01 <u>except</u> persons employed as "educational support personnel" in job titles with an asterisk (\*). An employee who hereafter moves from the "educational secretaries" group to the "educational support personnel" in job titles with an asterisk (\*). An employee who hereafter moves from the "educational secretaries" group to the "educational support personnel" in job titles with an asterisk (\*). An employee who hereafter moves from the "educational secretaries" group to the "educational support personnel" group. A new hire after date of ratification shall have the benefits specified for the group into which such person is hired.

<u>Section 1-03.</u> It is recognized that the Committee, the Superintendent, and the building principals have, and will continue to retain, whether exercised or not the sole rights and responsibility to direct the operation of the public schools of Chelmsford in all its aspects, consistent with the provisions of the Education Reform Act of 1993. The rights of the Principal include the right to hire employees in his/her building, subject to the approval of the Superintendent. These rights and responsibilities shall not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of this Agreement. No action taken by the Committee with respect to such rights and responsibilities, other than as there are specific provisions and directions herein elsewhere contained, shall be subject to the grievance/arbitration provisions of this Agreement.

<u>Section 1-04.</u> No employee after one (1) calendar year of continuous employment, will be discharged, disciplined, reprimanded or reduced in rank or compensation without just cause: just cause including, but not limited to inefficiency, incapacity, conduct unbecoming an employee or insubordination.

During their first three (3) consecutive years of service, employees will be subject to annual renewal or non-renewal of their contracts on the same basis as teachers. Once an employee has served for three (3) consecutive school years and has been rehired for a fourth (4<sup>th</sup>) school year, he/she will be regarded as a permanent employee who is no longer subject to annual appointment.

<u>Section 1-05.</u> The parties to this Agreement will not discriminate against any employee because of race, creed, color, religion, nationality, domicile, sex, marital status, membership or non-membership in the Union, age or (physical) handicap.

## ARTICLE 2 DURATION

**Section 2-01.** This Agreement shall be effective July 1, 2025 and shall expire on June 30, 2028. Negotiations for a successor Agreement shall commence at the request of either party on or after January 1, 2028.

## ARTICLE 3 GRIEVANCE PROCEDURE

**Section 3-01.** A "grievance is a complaint by an employee, group of employees or the Union (CFT) that alleges a violation, misinterpretation, misunderstanding or misapplication of the terms of this Agreement by the Committee or its agents.

### Section 3-02. Procedure:

### a. Level One - Informal

An employee with a grievance will discuss it first with his/her Principal or immediate supervisor, with the objective of settling the matter informally, within five (5) school days. Any matter that cannot be settled informally shall then be filed with the Principal or immediate supervisor and signed by the individual employee, group of employees or Union affected.

Within five (5) school days after receipt of the grievance form, the Principal or immediate supervisor will meet with the employee to further discuss the grievance. The employee may have a representative from the Union or AFT Massachusetts present if so desired. The Principal or immediate supervisor may request that a member of the administrative staff be in attendance.

### b. Level Two - Formal

- 1. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been received by the grievant within ten (10) schools days after presentation of the grievance form to the Principal or immediate supervisor, the grievant or the Union Grievance Committee may file the grievance form with the Superintendent within ten (10) school days following the receipt of the adverse decision or the date the grievance form was presented to the Principal or immediate supervisor, whichever is sooner. The Superintendent and/or designee will meet with the grievant and/or the chair of the Union Grievance Committee in an attempt to resolve the grievance within five (5) school days of the receipt of the grievance form by the Superintendent. If the grievance is not resolved by the meeting, the Superintendent shall give his/her written answer to the grievant (copy to the Union Grievance Committee) within ten (10) school days following the end of the meeting.
- 2. If the grievant is not satisfied with the resolution of the grievance by the Superintendent and/or designee, or if no decision has been received by the grievant or the chair of the Union Grievance Committee, the grievant and the Union Grievance Committee may file a grievance form with the Committee by serving it upon the Superintendent as its agent, within ten (10) school days following the presentation of the adverse decision by the Superintendent to the grievant or the presentation of the grievance at Level Two, to the Superintendent, whichever is sooner.

3. All Level Two grievances must be filed separately on the form that is attached as Appendix C to this Agreement signed by the individual employee or group of employees affected, or if a group grievance, by at least two (2) members of the class affected.

### c. Level Three

Within ten (10) school days after receipt of the grievance form, the Committee (or part thereof) will discuss the grievance with the Union Grievance Committee (or part thereof) and the grievant in an attempt to resolve the grievance. If the grievance is not resolved by the meeting, the Committee shall give its written answer to the grievant (copy to the Union Grievance Committee) within ten (10) school days following the end of the meeting.

### d. Level Four

- 1. If the grievant is not satisfied with the disposition of the grievance at Level Three and the Union Grievance Committee determines that the grievance should be submitted to arbitration, then within twenty (20) school days following the notice of adverse decision to the grievant and/or following the meeting with the Committee, whichever is sooner, arbitration shall be commenced by receipt of a written demand for arbitration by the American Arbitration Association in Boston, Massachusetts and by the Committee.
- 2. The parties will be bound by the rules of the American Arbitration Association for Labor Arbitration in the selection of an arbitrator.
- The arbitrator so selected will hold hearings promptly and will issue a decision 3. not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions regarding the issues submitted. The arbitrator will be without power or authority to add to or subtract from the terms of the Agreement. The arbitrator will be without power or authority to make any decision or award that violates the case law or statutory laws of the Commonwealth, or that requires the commission of an act prohibited by law, or that violates any of the terms of this Agreement, or that is regarding a matter that has been excluded from the grievance/arbitration procedures of this Agreement. The decision of the arbitrator will be submitted to the Committee and to the Union and will be final and binding, subject to review pursuant to the provisions of Massachusetts General Laws Chapter 150E, Section 8.
- 4. The costs for services of the arbitrator and stenographer, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the Committee and the Union.

### Section 3-03. Miscellaneous:

- a. If an employee has not filed a grievance under this Agreement on the grievance form with his/her Principal and/or immediate supervisor, or if a group grievance or a grievance form has not been filed with the Superintendent, within thirty (30) days after the employee or group of employees knew or should have known of the act or condition upon which the grievance is based, or if the grievance is not filed with the Superintendent, the Committee or the American Arbitration Association within the time limits set forth herein, except as is mutually agreed to in writing, then the grievance will be considered waived. A dispute as to whether or not the grievance is waived will be a subject of arbitration pursuant to Level Four.
- b. Grievances filed during the summer months of July and August may be extended by mutual agreement to September at which time the time limits specified herein will then apply to any such grievances. This would not include grievances filed in June whose final resolution may extend into July and/or August.
- c. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.
- d. Whenever a condition adversely affects employees in more than one building, a group grievance policy shall be in effect and the grievance procedure will commence at Level Two.
- e. No lawyers shall be present at Level One and Level Two.

### <u>ARTICLE 4</u> SALARIES, STIPENDS

### Section 4-01.

- a. The salaries of all employees covered by this Agreement are set forth in Appendix A.
- b. If a Professional Support Personnel bargaining unit member is selected for a position referenced in Appendix C – Athletic Salary Schedule or Appendix E – Stipends of the Teachers and Nurses collective bargaining agreement, the Professional Support Personnel bargaining unit member shall receive the compensation referenced in the Teachers and Nurses collective bargaining agreement.

Section 4-02. Job Descriptions and Re-Evaluation: The job descriptions for positions listed in Article 1, Recognition, are incorporated by reference and shall be subject to continuing discussion prior to June 30, 1995. Thereafter, prior to November 1<sup>st</sup> in any contract year, the Union may file a request with the Superintendent, asking that the job of any employee covered by this Agreement be reviewed for the purpose of ensuring that it reasonably and fairly represents the assigned job tasks described on the employee's job description. Where the Superintendent determines that the duties being performed by the employee at the direction of his/her supervisor are materially different from the assigned job tasks set forth on the job description, the job will be re-evaluated in a timely manner and will

be completed no later than March 1<sup>st</sup> of the following contract year. If, as a result of said reevaluation, a pay grade change is appropriate, such will be implemented at the start of the next contract year without requiring the position to be reposted. This job evaluation program shall not be subject to the grievance/arbitration procedure provided for under this Agreement.

<u>Section 4-03.</u> Each employee shall receive a copy of his/her job description upon the commencement of such employment.

<u>Section 4-04.</u> It is understood that the employment of persons by position and job assignment is the exclusive right and obligation of the Employer.

Section 4-05. Method and Time of Salary Payments: Salaries of 12-month bargaining unit members shall be paid in installments starting with the first pay period in July, and continuing until conclusion of the work year.

<u>Section 4-06. Itemized Payroll Deductions</u>: A statement of bi-weekly payroll deductions shall be provided to each employee.

## Section 4-07. Longevity Stipend:

a. <u>Educational Secretaries</u>: All persons in this group presently receiving longevity shall continue to receive longevity at the 1988-1989 dollar amount until they move into a new longevity step. Secretaries qualifying for longevity payments and secretaries moving to a new longevity step shall receive longevity payments based on the following schedule:

<u>5 years thru 9 years</u>	<b>10 years thru14 years</b>	<u>15 years plus</u>	<u>20 years plus</u>
\$250	\$550	\$650	\$750

Longevity will be paid on a pro-rated basis calculated on the number of hours and days worked.

Longevity payments shall be made the first pay period after July 1<sup>st</sup> of the school year in which the payment is due.

**b.** <u>Educational Support Personnel:</u> All persons in this group will be paid a longevity stipend based on length of service as defined in <u>Article 19, Seniority</u>, as follows:

5 years	\$250 for 32.5 hour week pro-rated for hours worked
	i.e. a 27 hour person would receive: \$250 x (27/32.5) = \$207.69
10 years	\$550 for 32.5 hour week pro-rated for hours worked
15 years	\$650 for 32.5 hour week pro-rated for hours worked
20 years	\$750 for 32.5 hour week pro-rated for hours worked

Employees currently receiving a longevity stipend shall continue to receive longevity payments at the 1988-1989 dollar figure until they move to a new longevity step, at which point they will receive longevity payments as set out above. If placement on a new step results in less than their current figure they will continue to receive their current longevity payment until they reach a step which pays them more.

### c. <u>General:</u>

- 1. No employee hired into the bargaining unit after June 30, 1994 shall be eligible to receive a longevity stipend.
- 2. Employees eligible for longevity pay who were initially employed prior to January 1<sup>st</sup> shall be credited with a full year of service as of June 30<sup>th</sup>. This change shall be made prospectively on and after July 1, 1997, and each subsequent July, with the second paycheck.

**Section 4-08. Fee Waiver:** Any employee of this unit working for the Chelmsford Public Schools shall receive a 50% waiver of the fee for his/her child to attend extended day and extended year programs offered by the Chelmsford Public Schools, provided that the employee seeking the fee waiver is actually working in one of the programs listed in Appendix B during the time that the child is attending the extended day and extended year programs.

Any employee of this unit not working in one of the programs listed in Appendix B during the time that his/her child is attending the extended day and extended year programs shall be eligible to receive a 25% waiver of the fee for his/her child to attend extended day or extended year programs offered by the Chelmsford Public Schools.

<u>Section 4-09. Retirement:</u> As soon as practical after ratification of this Agreement, the Committee shall commence payroll deductions of employee retirement contributions from wages paid to members of the bargaining unit for work performed pursuant to Appendix A, and shall remit such contributions to the Middlesex Retirement Board.

The Committee will continue to make such contributions to the extent permitted by law, as determined by the Middlesex Retirement Board. The Union agrees to indemnify the Committee against any financial liability relating to such payroll deductions or retirement contributions in the event of subsequent rulings by the Middlesex Retirement Board that such contributions are not permitted by law.

The Union acknowledges that it does not represent employees for the purpose of negotiating wages, hours and conditions of employment or any other bargaining subject at any of the childcare, summer school or adult education programs for which the rates in force at the time or ratification of this Agreement are listed in Appendix B. The Union further agrees that the listing of programs in Appendix B shall not be considered as evidence in support of the Union's position in any subsequent representation proceeding at the Massachusetts Labor Relations Commission.

<u>Section 4-10.</u> Science Lab Clerk: The Committee agrees to pay for the costs associated with obtaining and maintaining OSHA certification for this position.

Section 4-11. Toileting and Diapering Stipend: All Paraeducators who are assigned to diapering or toileting students (including sanitary products) on a regular basis will be paid an annual stipend, prorated as needed and as authorized by the Director of Student Support Services. Starting in the 2022-2023 school year, the stipend will be \$ 600 per year prorated as needed and as authorized by the Director of Student Support Services. Starting in the 2025-2026 school year, the stipend will be \$ 700 per year prorated as needed and as authorized by the Director of Student Support Services. Starting in the 2026-2027 school year, the stipend will be \$ 750 per year prorated as needed and as authorized by the Director of Student Support Services. Starting in the 2027-2028 school year, the stipend will be \$ 800 per year prorated as needed and as authorized by the Director of Student Support Services. Starting in the 2027-2028 school year, the stipend will be \$ 800 per year prorated as needed and as authorized by the Director of Student Support Services.

A paraeducator who is assigned to diapering or toileting students, shall upon their request, be in the vicinity of another adult.

## Section 4-12. Applied Behavior Analysis/ Paraeducator:

- a. Paraeducators who have completed the required training as offered by the Employer and are performing ABA duties shall receive a differential in the amount of one dollar (\$1.00) per hour.
- b. The Employer shall determine the number of ABA Paraeducators needed. In the event there is less of a need than the previous year, the Employer shall reassign the least senior ABA Paraeducator to a non-ABA Paraeducator position.
- c. In the event the Employer requires additional ABA Paraeducators, the Employer shall seek volunteers to attend ABA training. The Employer shall select internal candidates for training prior to any advertising of the vacancy outside the bargaining unit.
- d. Paraeducators that are approved by the Employer to attend ABA training shall suffer no loss of pay at training sessions.
- e. The Employer shall provide a list of Paraeducators who have previously successfully completed the ABA training each year by November 1<sup>st</sup>.

**Section 4-13. Annual Training/Testing:** All bargaining unit employees who are required to take annual training/testing shall be provided the necessary time to complete such requirements during normal working hours with no loss of pay.

In the event employees are required to attend training outside of their normal working hours, they shall be compensated at their hourly rate in compliance with wage laws.

<u>Section 4-14. Direct Deposit:</u> All employees shall be required to use direct deposit to receive their paycheck.

Section 4-15. Overpayment and Underpayment: If the school department discovers an overpayment in an employee's salary, the employee will be notified in writing by the Business Administrator at the employee's home address by registered mail as soon as practical after the overpayment is discovered. The Business Administrator and employee will mutually agree to a repayment schedule.

If the school department discovers an underpayment in the employee's salary, the employee will be notified in writing by the Business Administrator at the employee's home address by registered mail as soon as practical after the underpayment is discovered. The Business Administrator will facilitate payment for the next scheduled payment period.

<u>Section 4-16.</u> By October 1<sup>st</sup>, or as soon as practical, each returning employee will be provided with written verification of his/her placement on the appropriate salary scale.

## ARTICLE 5 HOLIDAYS

**Section 5-01. Educational Secretaries:** All employees in this group shall be entitled to the following holidays with pay if the holiday is celebrated <u>within the defined work year</u>, and if it is officially celebrated on a Monday through Friday.

New Year's Day Martin Luther King Day Presidents Day Patriots Day Good Friday (if no school) Memorial Day Independence Day\* Day before New Year's Day Labor Day Columbus Day Veterans Day Thanksgiving Day Day after Thanksgiving Day Day before Christmas Day Christmas Day Juneteenth\*

\*For twelve (12) month employees and school year employees required to work past the holiday as part of their work year.

The day before Thanksgiving will be considered as a half day; however, secretarial coverage will be required in buildings housing students and at the Administration building until one-half hour after the students have been dismissed. Scheduling of the secretarial time will be the responsibility of the building Principal and/or Superintendent. Any holiday which falls on a Saturday or Sunday shall be scheduled by the Employer consistent with the district calendar.

### Section 5-02. Educational Support Personnel:

a. All employees in this group will be paid for the following holidays:

New Year's Day	Juneteenth*
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Patriots Day	Thanksgiving Day
Good Friday (if no school)	Day after Thanksgiving Day
Memorial Day	Christmas Day

Labor Day (if bargaining unit employees are required to report to work before Labor Day)

Any holiday which falls on a Saturday or Sunday shall be scheduled by the Employer consistent with the district calendar.

b. Pay shall be computed at one-fifth (1/5) the regular weekly salary for Christmas and New Year's. Pay for the other holidays shall be computed on the basis of the number of hours employees normally work on that day of the week on which the holiday fell.

## ARTICLE 6 VACATION

**Section 6-01. Educational Secretaries (Year Round):** All twelve (12) month, 260 day employees in this group shall receive vacation as follows:

a) The vacation year shall be the period from July 1<sup>st</sup> to June 30<sup>th</sup>, inclusive. Each employee shall be credited as of June 30<sup>th</sup> with vacation credits as follows:

i.	<u>Continuous Service Period*</u>	Vacation Days
ii.	Less than six months	0
iii.	Six months but less than one year	5
iv.	One year but less than five years	10
v.	Five years but less than ten years	15
vi.	Ten years and beyond	20
vii.	*Length of service is as defined in A	Article 19, Seniority

- b) An employee shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs which falls on a normal workday.
- c) Secretaries shall provide to their immediate Supervisor reasonable notice as to when earned vacation shall be scheduled. Such Supervisor shall make every effort to accommodate such requests subject to operating needs. When possible, secretaries shall provide to the immediate supervisor, at the beginning of the work year, a planned vacation and work schedule, which shall be subject to amendment by the secretaries. If there is any conflict between employees working the same or similar jobs as to when vacation shall be taken, senior employees will be given preference.

Vacations must be taken in the year in which they are due and shall not accumulate from year to year.

d) Upon voluntary or no fault termination of an employee, all unused benefits legally accrued to the date of termination, except as noted in Article 12-04, shall be paid to the employee or to the employee's estate (if death is the reason for termination) providing that such employees shall have been in continuous employ at least one (1) calendar year (12 months). Employees terminated for cause shall not be entitled to payment of such benefits. In lieu of cash payment, eligible employees may be granted time off (a number of work days) ahead of the actual termination date calculated at the employee's then current rate equal to the value of the accrued benefits. The employee shall sign a release statement indicating full value received.

Section 6-02. Educational Secretaries and Clerks (School Year): All school year, 180, 190, and 195 day employees in this group have the economic equivalent of vacation days and paid holidays converted in an annualized pay schedule as referenced in Appendix A.

**Section 6-03. Educational Support Personnel:** All employees in this group have the economic equivalent of vacation days and paid holidays converted in an annualized pay schedule as referenced in Appendix A.

## ARTICLE 7 LUNCH PERIOD

**Section 7-01.** All employees who work in excess of four (4) hours per day shall be entitled to a daily duty-free lunch period of one-half hour or more. Such time is at the discretion and scheduling of the Principal or immediate supervisor.

## <u>ARTICLE 8</u> WORK BREAK

**Section 8-01.** Employees working a minimum of 3.5 hours per day will be allowed a paid fifteen (15) minute work break to be scheduled in a cooperative atmosphere with the building Principal.

<u>Section 8-02.</u> The parties agree in principle that there shall be no reduction of time in the scheduling of the lunch period (30 minutes) and work break (15 minutes). Every effort will be made to avoid the regular scheduling of a combined lunch period and work break without the approval of the employee.

## ARTICLE 9 STORM DAYS

**Section 9-01.** In the event of school cancellation due to inclement weather, employees grouped as educational secretaries will not be expected to report to work and shall suffer no loss of pay as a result.

<u>Section 9-02.</u> If there is a delayed opening or an early release, all bargaining unit employees shall suffer no loss of pay as a result.

## ARTICLE 10 VACANCIES AND TRANSFERS

**Section 10-01.** A vacancy in a bargaining unit position occurs when an incumbent leaves an existing position or when a "new" position is created. A position will also be deemed "new," and thus considered a vacancy under this article, when the regular work hours are increased to twenty (20) or more hours a week, or the hours of a position are increased by five (5) or more hours per week.

A position will not be deemed "vacant" under this section (or "open" under Section 10-06) when the incumbent is offered the opportunity to work beyond the regular work year, as, for example, during the summer months.

All vacancies will be posted by the Employer for a minimum of five (5) working days prior to the filling of such vacancy. The Federation will be notified of such posting.

<u>Section 10-02.</u> Notices of vacancies will contain a description of the duties of the position, requisite qualifications, length of workday, length of work year, and salary.

**Section 10-03.** In the event of the creation of any new position, the Union President and the PSP Unit Vice President will be provided with a copy of the notice of vacancy, prior to posting.

**Section 10-04.** Employees covered by this Agreement who are not eligible to fill a posted vacancy by voluntary transfer under Section 10-09 may apply and be considered for any vacancy or new position. An employee's areas of competence, qualifications and skills required by the job, and seniority in the Chelmsford School System will be considered. If two or more qualified employees applying for a vacant position are relatively equal in their qualifications and skills, the most senior employee shall be awarded the position. Seniority shall be as defined in Article 19. Unpaid leaves of absence do not constitute a break in service for purposes of seniority. "Qualified" shall mean possessing the requisite skills and experience to perform a specific job assignment. The Superintendent or designee shall have the exclusive right to determine whether to fill a vacancy with an applicant for voluntary transfer under Section 10-09 or otherwise under this Section.

<u>Section 10-05.</u> All openings in bargaining unit positions, including openings for summer school, summer workshops, evening school positions, and for positions under federal programs will be adequately publicized by the Superintendent by means of an electronic notice as far in advance of appointment as possible. A candidate must apply to the Superintendent to be considered for the posted position.

<u>Section 10-06.</u> The Chelmsford School Department shall notify any members of the bargaining unit by June 1<sup>st</sup> if they will not be employed for the following school year. Bargaining unit members will be notified of a change of assignment for the following school year as soon as practical and under normal circumstances not later than August 15.

<u>Section 10-07.</u> At the discretion of the Principal/Administrator, the members of this bargaining unit shall be given the opportunity to work extra substitute hours when available.

**Section 10-08.** A voluntary transfer is the filling of a posted vacancy offering the same, less, or more hours per day at the same or lower salary. The Superintendent or Principal will make the formal decision in accordance with the following:

- a. Employees who apply for transfer will be considered on the basis of an employee's area of competence, quality and skills required by the job, and seniority as defined in Article 19.
- b. Notice of transfer will be given to the employee in writing by June 1<sup>st</sup>. However, it is recognized that circumstances may require change in assignment after that date.
- c. Employees who desire a transfer to another building, shall submit a written request to the Superintendent, not later than the third week following Town meeting of a school year, stating the building to which the employee wishes to be considered for transfer in the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.
- d. Denial of a transfer shall include a written statement of the reason for denial.

Section 10-9. An involuntary transfer to another building will be made only after a meeting between the employee, the Principal/Administrator, and the Superintendent (or his/her designee) at which time the employee will be notified of the reason(s) for the transfer. If the transferring employee so desires, he/she may have a representative of the Union present at this meeting.

If the involuntary transfer was the result of a staff reduction based upon lack of student/service need(s), and if the position from which the employee was involuntarily transferred is restored during the first year of service as an involuntary transferee, such employee shall be notified of their previous position being restored and shall have the right to return to his/her original position as of the beginning of the next school year.

<u>Section 10-10.</u> Employees who transfer from one assignment to another in this bargaining unit shall retain insurance coverage, accrued sick days, vacation, and seniority rights.

Any person who transfers to a higher category position will go to Step 1 of the new category. If Step 1 of the new category represents a decrease in salary, the person will be advanced to the first step, which represents an increase in salary for the new category.

<u>Section 10-11.</u> The appointment process for vacancies in Paraeducator and Aide positions will be as follows:

- a. Applicants who appear to be qualified from their written applications will be interviewed for the posted position.
- b. Once an applicant has been interviewed for a position in a particular job category during a particular school year, such applicant may apply for additional vacancies in the same job category during the same school year, but it is entirely within the discretion of the administration whether such applicant will receive any further interviews.
- c. Acceptance for a vacancy for part or all of a school year requires a commitment on the part of the Paraeducator to remain in the position through the balance of the school year. After accepting a transfer to such a vacancy, employees shall not apply or be considered for positions in the same or lower category for the balance of the school year.

<u>Section 10-12 Classification</u>: Special Education Paraeducator positions are classified into three categories at two distinct levels. Six distinct positions (A-F) appear below:

	Secondary Level	Elementary Level
Classroom Paraeducator	А	D
One-on-One Paraeducator	В	E
Personal Care Paraeducator	С	F

**Transfer:** Special Education Paraeducator staff may transfer to or apply for a new position according to Article 10; however, if a Special Education Paraeducator staff member is interested in transferring to another Special Education Paraeducator position, he/she may transfer only to a position for which he/she is qualified. All Special Education Paraeducators may transfer from one level to another, i.e. elementary/secondary, but only if they possess the qualifications to meet job responsibilities at the other level. Classification into classroom, one-on-one, or personal care positions will occur at the time of hiring or at any point during employment when the employee presents qualifications to his/her supervisor that correspond to the qualifications found in Job Description 6.04.2.

**Pool Concept:** All Special Education Paraeducators in an individual building will be part of a pool of Paraeducators that may change assignments within the school at the beginning of each year depending on the needs of students and the interests of Paraeducators. All changes in assignments shall be made at the discretion of the building principal as soon as practical and under normal circumstances not later than August 15. Changes to assignments shall be made only after a meeting between the employee involved, and at the employee's request with a Federation representative, and the Principal and/or his/her designee, at which time the employee shall be notified of the reasons for the reassignment. A change in assignment assumes there are a sufficient number of positions for all Special Education Paraeducators in

the building. If a sufficient number of positions do not exist, then there will be a reduction in force as described in Article 20.

**Elementary/Middle/High School Transfers:** No Special Education Paraeducator working on a one-on-one or personal care basis with an individual student will be forced to move from one level to another level when a student graduates to the next level, i.e. elementary to middle or middle to high school. The Special Education Paraeducator may remain in the building to serve in a position for which he/she is qualified. If no position exists, then continued employment will be governed by the rules and regulations of Article 10.

### ARTICLE 11 EMPLOYEE EVALUATION

### Section 11-01.

Section 1: Bargaining unit employees shall be evaluated at least once per academic year. Bargaining unit employees shall be provided with a copy of all written evaluations if requested. An evaluation form is attached as Appendix "D." Section 2: Any bargaining unit employee who receives an overall rating of "needs improvement" may be placed on a directed growth plan for up to one (1) year.

Any bargaining unit employee who receives an overall rating of "unsatisfactory" shall be placed on an improvement plan for at least thirty (30) school days and/or be subject to discipline/discharge where circumstances warrant such action. A bargaining unit employee on an improvement plan may be subject to supervisory meetings.

The Employer shall be responsible for clearly identifying areas of concern and ways to improve on the undesired behavior/performance within both directed growth and improvement plans.

Section 3: A bargaining unit member rated "needs improvement" or "unsatisfactory" overall may request a conference with their evaluator to discuss an evaluation. The bargaining unit member may request a union representative attend the conference.

Section 4: Evaluations should be completed by June 15<sup>th</sup> of each academic year. This deadline may be extended where the Superintendent or his/her designee determines that the circumstances warrant such action and shall notify the President of the Federation of such. If no evaluation is completed in an academic year, it shall be recorded that the bargaining unit employee was "proficient" in all areas of the evaluation. Section 5: The Employer shall not provide an overall lower evaluation rating if the Employer did not previously address the concern(s) referenced in the evaluation with the bargaining unit employee.

Section 6: Teachers (Unit "A" employees) shall not perform evaluations/evaluation duties of bargaining unit employees.

**Section 11-02.** Employees have the right, upon request, to review the contents of their personnel file. An employee may, if he/she wishes, have a representative of the Union accompany him/her during such review.

<u>Section 11-03.</u> No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that each 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 his/her answer shall be reviewed by the Superintendent, and attached to the file copy.

### ARTICLE 12 SICK LEAVE

**Section 12-01.** Effective each July 1<sup>st</sup> bargaining unit employees shall be entitled to thirteen (13) days of paid leave for sick leave per year. Any new employee who is hired after the start of the school year shall have their sick leave pro-rated.

**Section 12-02.** Sick leave may be accumulated from year to year up to a maximum of 210 days.

**Section 12-03.** Sick leave may not be used for any other purpose except illness or injury of an employee except that up to eight (8) paid sick leave days may be used to care for family members who are ill, or for arranging for care of a sick member of the employee's immediate family. A doctor's certificate may be required from an employee who is absent in excess of three (3) consecutive days at any time. Such certificate may be required from an employee who requests the use of sick leave for an extended time. The employee must notify his/her supervisor on or before the first day of the absence due to illness or injury, informing the supervisor as closely as possible when the employee expects to return to work. The employee is expected to keep the supervisor reasonably informed during his/her absence. If deemed to be in the best interest of the Chelmsford Public School System, the Supervisor may require a physical examination to be administered without charge to the employee.

The employee shall report absences through an electronic system, provided and specified by the Employer.

Employees shall be required to use sick leave in 25% (quarter) of day increments based on their regular hours worked with notification provided to their supervisor.

**Section 12-04.** Employees hired after January 1, 1993, shall not be eligible for any sick leave buy back benefit. The Committee will pay, at the date of retirement from the Middlesex Country Retirement System, or its successor, to an employee who has accumulated seventy (70) days of unused sick leave in the Chelmsford Public Schools, thirty percent (30%) of the employee's accumulated sick leave on such date to a maximum of two thousand dollars (\$2,000) to be computed at the rate of forty dollars (\$40) per day, prorated by the ratio of regular hours worked to 32.5 hours for employees grouped as educational support personnel and 35 hours for employees grouped as educational secretaries.

<u>Section 12-05.</u> The Committee and the Union agree to the establishment of a voluntary sick leave bank to be operated under the following terms and conditions:

- Management of the sick leave bank shall be directed by a "Sick Leave Bank Committee" whose membership shall be comprised of three (3) members from the Chelmsford Federation of Teachers and two (2) designees of the Superintendent.
- b. The record keeping of the sick leave bank shall be conducted by designees of the Superintendent.
- c. A condition precedent to applying to the Sick Leave Bank shall be that any bargaining unit member who wishes to apply to the Sick Leave Bank shall first exhaust his/her accrued vacation and/or sick leave prior to applying to the Sick Leave Bank. No person shall be eligible to use more than one hundred and eighty (180) days or the equivalent of the number of working days in a school year from the sick leave bank for any single incident or occurrence for which an employee shall be entitled to request sick days from the Sick Leave Bank Committee.
- d. Participation in the sick leave bank shall be voluntary. Employees must contribute one (1) day of sick leave in order to join the sick leave bank.
  New employees and present members of the bargaining unit may apply for membership in the sick leave bank on or before the last school day in September. Employees who are not members of the bank after such date shall not be eligible to use the bank until the next open period in the next school year. Employees hired during the year shall be eligible to apply for the bank within thirty (30) days following their employment.
- e. The Sick Leave Bank Committee shall establish a minimum four hundred (400) sick leave days which must remain in the bank. When the number of days in the bank falls below four hundred (400), the Sick Leave Bank Committee shall assess each participant one or more days to be subtracted from his/her respective individual balance of accumulated sick leave, as is necessary, to replenish the Sick Leave Bank over the four hundred (400) day minimum balance.
- f. Any employee whose personal illness extends beyond the period for which he or she is compensated by sick leave, or for which he or she has been granted additional sick leave by the Sick Leave Committee, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, but in no event will such leave of absence extend beyond the

termination of the school year in which sick leave is exhausted, or a determination that the employee is permanently incapacitated from returning to work, whichever is sooner.

### ARTICLE 13 PERSONAL LEAVE

<u>Section 13-01.</u> It is recognized that absence of employees interrupts the educational process and must, therefore, be held to a minimum. It is understood that employees will make every effort to attend to their personal business on "non-work days" and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the employee's work day.

It is further understood that approval of any unusual request not specifically listed under legitimate reasons for personal leave (13-05) will be at the discretion of the Superintendent.

<u>Section 13-02.</u> In each school year an employee will be eligible for three (3) days of personal leave with pay. Such leave will be for personal, legal, business, religious, household or family matters which require the absence of the employee during work hours and that cannot otherwise be scheduled.

Employees shall be required to use personal leave in 25% (quarter) of day increments based on their regular hours worked and with approval by their supervisor.

**Section 13-03.** Absence for any reason other than personal illness must be approved by the Principal and/or Supervisor in advance of such absence. Ordinarily such request shall be submitted through an electronic system, provided and specified by the Employer, at least three (3) school days prior to the date on which the employee wishes to be absent. Requests for personal leave shall be reviewed by the school Principal and/or Supervisor. Employees who fail to request approval in advance shall forfeit full pay for each day of unauthorized absence. If, because of lack of time in any emergency situation, permission is sought and granted orally, such permission must be confirmed in writing using the standard form.

Personal leave requests that exceed the three (3) days provided in the contract, precede or follow a holiday or school vacation, or occur during the last ten (10) work days of the school year require the employee to request the personal leave directly from the Superintendent. Requests shall not be unreasonably denied.

**Section 13-04.** If the Committee believes the purpose of the leave not to be of an emergency nature requiring the absence of the employee, it may refuse to pay for such leave. Said determination will be subject to the grievance and arbitration procedure.

<u>Section 13-05.</u> The following reasons for personal leave as described in 13-02 are approvable by the building Principal and/or Supervisor without referral to the Superintendent and shall not be unreasonably withheld or capriciously or arbitrarily denied:

- a. Emergency or illness in the immediate family. "Immediate family" shall be understood to include the employee's mother, father, siblings, spouse, child, motherin-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, or other members of the employee's immediate household.
- b. Religious Observance (Where established religious discipline expects actual presence at services and/or for the employees to desist from his/her daily occupations).
- c. Personal Business Court obligations, mortgage closing, adoption of child, summons by a government agency such as Draft Board or the Internal Revenue Service, or equivalent personal business affairs that either (1) could not reasonably be scheduled during non-work hours or (2) are beyond the immediate control or influence of the employee involved for the purpose of setting the schedule or meeting time.
- d. Commencement exercises for the employee or a member of the family as defined in 13-05(a), ordination or entrance into religious orders for the employee or member of their immediate family.

**Section 13-06.** Each member of the bargaining unit shall be entitled to two (2) days' leave with pay for the purpose of the member observing religious holy days where the tenets of the member's religion obligate abstention from work and where the formal religious observance of the day conflicts with the school day. All members shall provide written notice to the Superintendent of Schools during the first week of school, or within a reasonable period of time, said time to be not less than two (2) weeks before the date of observance. The Superintendent, in his/her discretion, may grant additional religious days, which shall be deducted from the member's personal days. In the event that a member has exhausted his/her personal days, one (1) additional religious day may be deducted from the member's accrued sick leave. The Superintendent's decision shall not be subject to the grievance and arbitration process.

**Section 13-07.** Unused personal leave days shall be added to the employee's accumulated sick leave. In the event the employee is at maximum accrual, unused personal leave days may be added above the sick leave maximum accrual for sick leave purposes only.

<u>Section 13-08.</u> Paid leave or unpaid leave provided under this Agreement shall be credited against leave entitlements under the Family and Medical Leave Act ("FMLA") to the extent permitted under FMLA.

Employees in the bargaining unit shall be eligible for benefits under the FMLA provided that they work one thousand fifty (1,050) or more hours in the previous twelve (12) months for the Committee and they meet all other eligibility requirements under the FMLA.

<u>Section 13-09.</u> An employee in the bargaining unit called for jury duty shall be able to fulfill this duty without loss of benefits and will be paid by the Committee the difference between his/her regular pay during such period of time, and the compensation received for such duty

from the appropriate governmental body upon presentation to the school system of evidence of such pay.

## ARTICLE 14 BEREAVEMENT LEAVE

**Section 14-01.** Three (3) days bereavement leave without loss of pay will be granted to an employee upon the death of anyone in the immediate family as defined in Article 13-05(a).

<u>Section 14-02.</u> The employee will be granted up to two (2) additional workdays without loss of pay if either or both of the aforesaid work days are required as travel time to enable the employee to attend the funeral. Attendance at the funeral shall be a prerequisite to being granted either or both of the two (2) aforesaid additional workdays as funeral leave.

**Section 14-03.** It is understood that the provisions for granting leave under this Article shall be liberally construed and that the granting of leave without loss of pay under the provisions of this paragraph shall be liberally granted and not unreasonably or arbitrarily withheld. Should the funeral services be conducted on a day which is preceded by or followed by a non-work day, the granting of either or both of the additional two (2) work days of leave referred to earlier in this paragraph may be withheld if the employee involved could have traveled to and/or from the location of the funeral on a non-work day.

**Section 14-04.** In the event of the death of an employee in the bargaining unit, the president or designee will be granted release time sufficient to attend the funeral services of such employee.

## ARTICLE 15 LEAVE OF ABSENCES WITHOUT PAY

**Section 15-01.** After five years' continuous employment in the Chelmsford School System, an employee may be granted a leave of absence without pay or benefit for up to six (6) months for personal or family health purposes. Requests for such leave will be submitted in writing and will be supported by appropriate medical evidence. During an extended leave of absence, the employee shall maintain the seniority he/she has accumulated but shall not continue to accumulate additional seniority until such time as he/she returns to work.

After six (6) months' absence, an employee will be rehired in the same position, at the same grade, as when leave of absence started.

<u>Section 15-02.</u> Parental Leave. Every bargaining unit employee who has completed an initial probationary period of ninety (90) days will be entitled to an eight (8) week leave of absence for the purpose of parental leave, provided he/she gives at least two (2) weeks' notice of his/her anticipated date of departure and of his/her intention to return. Employees are

urged to give earlier notification in order to provide the Employer with additional time to secure a replacement. Upon return from an eight (8) week leave of absence the employee will be restored to his/her previous position. An employee eligible for parental leave under M.G.L. C. 149, § 105D may use accumulated sick leave for up to four (4) weeks of the parental leave. An employee may use up to an additional four (4) weeks of accumulated sick leave for a parental leave during said eight (8) week period under the conditions set forth in paragraph 12-03. The Superintendent or designee(s) will not unreasonably deny approval of the employee's use of up to an additional four (4) weeks of accumulated sick leave based upon a doctor's certificate. The Superintendent may grant unpaid leave beyond the eight (8) weeks at his/her discretion and such decision is not arbitrable.

<u>Section 15-03.</u> An employee shall be restored to the same or similar position within the same job category, with seniority, where applicable, as of the date her leave commenced, provided such same or similar job has not been abolished due to economic conditions or other changes in operating conditions affecting employment during the period of such leave.

### <u>ARTICLE 16</u> <u>PERSONAL INJURY BENEFITS</u>

**Section 16-01.** Employees will continue to be covered by the Workers' Compensation Act as amended from time to time.

**Section 16-02.** Where an employee's injury is the result of an assault on the employee on school property or at a school related function, the Committee shall provide funds which, when added to payments received under the Worker's Compensation Act as amended from time to time, would equal the regular annual salary of the injured or ill employee.

## ARTICLE 17 INSURANCE AND ANNUITY

**Section 17-01.** The Committee agrees to continue to provide the same Health and Insurance Plans as provided to town employees. The premiums and benefits under these plans are administered by the Chelmsford Select Board, the Authorizing Agent.

**Section 17-02.** If the town, by a change in the town by-laws, provides additional insurance programs for town employees, or agrees to pay a larger percentage of the premiums, then such improvements will be granted to employees represented by the Union at the same time.

**Section 17-03.** During the summer months of July and August, health benefits coverage will be provided for all employees who complete the school year on the same basis as it is provided during the school year.

<u>Section 17-04.</u> Employees will be eligible to participate in a Tax Sheltered Annuity Plan established pursuant to United States Public Law No. 87-370. The Committee agrees to

deduct from employee's salaries the premium payment for tax sheltered annuities in specified amounts when requested in writing by the employee.

Section 17-05. The Committee agrees to deduct from employee's salaries the premium payment for the Washington National Insurance Company's Group Health Insurance Plan in specified amounts when requested in writing by the employee. Said written request including change in premium payments must be received by the Office of the Superintendent by October 1<sup>st</sup>, except that in the case of employees who were not actually employed during the previous school year said notice must be received no later than November 1<sup>st</sup>. Employees failing to meet the appropriate deadline set forth above shall not be entitled to have Washington National Insurance's Group Plan premiums paid through payroll deductions. Additionally, the Committee agrees to deduct from employee's salaries the premium payment for any group insurance made available to members of the bargaining unit through the Union when requested in writing by the employee.

<u>Section 17-06.</u> Payroll deductions shall be made available to those employees who wish to participate in the following programs:

- a. Tax Sheltered Annuity Plan established pursuant to U.S. Public Law \*87-370.
- b. Payroll deduction plans sponsored by the Union for the purpose of savings, loan repayments, mortgage payment, Committee on Political Education, and Massachusetts Federal Credit Union.

<u>Section 17-07.</u> The parties agree that all provisions of the Massachusetts Retirement Plan shall be made a part of this Agreement.

**Section 17-08.** The bargaining unit will be provided the same benefits offered by the Town of Chelmsford.

## <u>ARTICLE 18</u> PROFESSIONAL DEVELOPMENT

**Section 18-01.** An employee will submit in writing his/her request to take courses within the contract year to improve his/her "on the job performance." An employee who is facing layoff may apply to obtain reimbursement for a course to receive training for another position in the Bargaining Unit. Requests will be submitted to the Superintendent's Office on the "Application for Course Approval" and, to be eligible for reimbursement, must be approved prior to taking the course; will be limited to one (1) course per employee per term; and will be further limited dependent upon the total number of requests. An employee granted permission by the Superintendent will be partially reimbursed for the course satisfactorily completed at the rate of seventy-five percent (75%) but no more than four hundred dollars (\$400) per course, upon submission of a passing grade report and evidence of tuition payment. The Committee's obligation for tuition reimbursement is limited to five thousand dollars (\$5,000) per year and any money not encumbered pursuant to notification to the Superintendent by May 31<sup>st</sup> of the given contract year will revert to the Committee.

## ARTICLE 19 SENIORITY

**Section 19-01.** The Superintendent shall provide the Union with a dovetailed seniority list for all persons covered by this Agreement. The seniority list, the most current copy incorporated by reference in this Agreement, shall be kept current. Seniority is defined as to the length of service in the Chelmsford Public Schools, less any time off during an unpaid leave of absence, from date of initial appointment. If two or more employees are hired on the same day, their names shall appear alphabetically on the seniority list.

### ARTICLE 20 REDUCTION IN FORCE

<u>Section 20-01.</u> For the purposes of this Article, positions shall be grouped in the following job categories:

Job Category	Job Title
1	Secretary to Elementary Principal
	Secretary to Middle School Principal
	Secretary to CHS Principal
	Secretary to Assistant Principal - Middle School
	Secretary to House Dean
2	Secretary for Student Support Services
	Secretary to SPED Office
	Secretary to Supervisor, Bldgs. & Grounds, C.O. Recep.
	Secretary for Communication/Middle School
	Secretary for Communication/CHS
	Secretary for Community Ed. Office
	Secretary to Curriculum Coordinators
	Secretary to Athletic Director
3	Information Processing Clerk
4	Career Center Facilitator
5	Regular Ed. PSP
	Kindergarten PSP
6	Special Education IPSP - Classroom Assignment - Elem. Level
	Special Education IPSP - One-on-One Assignment - Elementary
	Special Education IPSP - Personal Care Assignment - Elementary
	Special Education IPSP - Classroom Assignment - Secondary Level
	Special Education IPSP - One-on-One Assignment - Secondary
	Special Education IPSP - Personal Care Assignment - Secondary
	Special Education IPSP - Applied Behavior Analysis/ Instructional
	Professional Support Personnel

7	Library PSP/Elementary
	Library PSP/Middle
8	Technology PSP
9	Science Lab PSP
10	Library PSP - Periodicals
	Library PSP - Audio Visual
	Library PSP - Circulation
11	Accounts Payable Specialist
	Accounts Payable Specialist/Transportation
	Accounts Payable Specialist/Payroll
11.5	Clerk - Chelmsford Integrated Preschool Program
12	Clerk - Elementary
	Clerk - Middle School
	Clerk - Chelmsford High School
13	PSP Safety Monitor

**Section 20-02.** In the event of a reduction in force, seniority as defined in Article 19 shall apply as described below, subject to the following:

- a. A more senior employee may volunteer for layoff
- b. If a least senior employee targeted for layoff has demonstrably unique skills, the employee with the second-least seniority will be targeted for layoff

### Section 20-03.

- a. In the event of a reduction in force in any job title, the employee in such title with the least seniority will be targeted for layoff. Such employee may fill a vacancy in the same or lower pay grade within the job category or, if there is no vacancy, may displace a less senior employee with the least seniority in the same or lower pay grade within the same job category.
- b. If there is no such vacancy or such displacement rights are not available, but there is a vacancy in a higher pay grade within the same job category, or there is a less senior employee in a higher pay grade within the same job category, the Superintendent reserves the right to utilize the transfer (voluntary) or promotion procedure in Article 10 to reassign personnel within the same job category <u>except</u> that the applicant pool shall be limited to persons employed in the same job category. If there was no vacancy in such higher pay grade, the least senior employee with less seniority than the person in the lower pay grade who had been targeted for layoff shall become the target of layoff.

### Section 20-4. Other Displacement Rights:

a. An employee who is targeted for layoff from Job Category 1 may move into Job Category 2 under the following rules. If there is a vacancy in the same or lower pay grade, such employee may fill the vacancy. If there is no vacancy, such employee

may displace the least senior employee with less seniority. If such displacement rights are not available but there is a vacancy in a higher pay grade in Job Category 2, or there is a less senior employee in such higher pay grade in Job Category 2, the provisions of Section 20-3(b) shall be applicable.

- b. An employee will be required to fill a vacancy outside of his/her job category before exercising displacement rights as stated herein:
  - 1. Any employee targeted for layoff from Job Category 1 or 2 may displace the least senior employee with less seniority in Job Category 13.
  - 2. Any employee targeted for layoff in Job Category 7 may displace the least senior employee with less seniority in Job Category 10.
  - 3. The least senior safety monitor may be displaced by any other bargaining unit member who is targeted for layoff.
  - 4. Any employee targeted for layoff not covered by any other displacement rule may seek to exercise seniority to displace the least senior employee in a lower job category if the Superintendent or Principal determines that such employee is qualified. The decision of the Superintendent or Principal on qualifications shall be final and not subject to the grievance and arbitration procedure.

**Section 20-05. Recall Rights:** An employee on layoff will be recalled by seniority to vacancies in the job category from which he or she was laid off or to any other vacancy in a position to which such person would have displacement rights or to any other vacancy to which the Superintendent or Principal determines that such employee is qualified. The decision of the Superintendent or Principal on qualifications shall be final and not subject to the grievance and arbitration procedure. In the event an employee has recall rights to a vacancy in a higher pay grade, the Superintendent reserves the right to fill such vacancy through the transfer or promotion procedure, limited to the job category in which the vacancy exists. Employees who are recalled within one (1) year of the effective date of the reduction in force will resume employment with previously accrued benefits and shall return at their full rate - not the 60-day probationary rate. Recall rights expire one (1) year from the effective date of layoff.

## <u>ARTICLE 21</u> PERMANENT STATUS, WORK YEAR AND WORK DAY

<u>Section 21-01. Probationary Period</u>: A new hire achieves permanent status upon completion of one (1) calendar year of continuous employment – a three hundred and sixty (360) day probationary period.

Section 21-02. Work Year: The work year will be defined as follows:

Secretaries:	260 days - These employees will have vacation days to take
Secretaries:	195 days - These employees will receive vacation pay
Clerks:	190 days - These employees will receive vacation pay

Paraeducators:	181 days - These employees will receive vacation pay
Aides:	181 days - These employees will receive vacation pay

260 days: 12-month employee

195 days: 5 days after the last day for students and 10 days before the students' first day

190 days: 5 days after the last day for students and 5 days before the students' first day

181 days: Return to work with teachers the day before the first day for students

The following secretary positions are 260 day/12 months. All other secretaries will work 195 days.

Secretary to Middle School Principal Secretary to High School Principal Secretary to Special Education Office Secretary to Community Education Office Secretary to High School Office Secretary to Department Coordinator

**Section 21-03.** The regular workday for persons employed in any particular position is spelled out in the job description. On "early release" days, employees will be scheduled to work their regular number of hours during the time when students are in session.

### <u>ARTICLE 22</u> <u>SUBSTITUTING WITH THE UNIT</u>

**Section 22-01.** In the event that a bargaining unit member substitutes for another bargaining unit member for five (5) full, consecutive days in a position that is of a higher classification, the employee will be paid at the first step of the higher category beginning on the sixth day.

Section 22-02. Any bargaining member who performs the function of a substitute teacher shall receive a forty dollar (\$ 40.00) stipend per day in addition to their regular compensation. The forty dollar (\$ 40.00) per day of additional compensation shall be paid to a bargaining unit member for any given day during which the bargaining unit member substitutes for a teacher for a total of three (3) or more hours. Substituting for a teacher means that the paraeducator is acting in place of a teacher and therefore acts as the adult in charge of the class of students. The agreed upon payment is contingent upon the paraeducator's submission of a payment voucher form provided by the Employer, to the school principal, at the beginning of the next school day when the paraeducator is present at school.

### ARTICLE 23 LABOR MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee (LMC) which shall meet upon mutual agreement of the Superintendent and PSP Union leadership for the purpose of discussing issues of mutual concern.

The Committee shall consist of the Superintendent, one or more members of the Central Office Management Team, and an equal number of Union leaders to be chosen by the President of the PSP Union.

All meeting(s) of the LMC will be scheduled in a timely manner at the convenience of all participants. All agreements resulting from a meeting(s) of the LMC will be reduced to writing and kept by each side as a record of Committee discussions and decisions. In the event a meeting(s) of the LMC does not result in agreement, the LMC shall transmit that recommendation to the parties for negotiations. If both parties agree to negotiate, the collective bargaining representatives shall meet within thirty (30) days after receiving such recommendation. If both parties do not agree to negotiate, the issue shall be remanded to the LMC for continued discussion. Meetings that take place under the provisions of this article shall not replace the grievance/arbitration procedures or the collective bargaining process.

## ARTICLE 24 UNION SECURITY

**Section 24-01. Dues Deduction:** The Committee agrees to deduct from each employee's salary a single deduction for dues for CFT-AFT Massachusetts or CFT-AFT Massachusetts, AFL-CIO as said employee individually and voluntarily authorizes the Committee to make such deduction. The Committee will transmit said monies deducted to the Treasurer of the Chelmsford Federation of Teachers, Local 3569. The Chelmsford Federation of Teachers will be responsible for the allocation of monies deducted to the appropriate Union or Unions. Employee must contact their local Union representative to request a dues deduction form.

<u>Section 24-02.</u> Deductions referred to in Subsection <u>24-01</u> will be made in equal biweekly installments. The employee's authorization card will be received by the Committee no later than two (2) weeks prior to the distribution of the payroll from which the deduction is made.

## ARTICLE 25 UNION RIGHTS

<u>Section 25-01.</u> The Employer shall provide bulletin board space in every building for purposes of Union business.

<u>Section 25.02.</u> In the event the AFT MA biannual convention falls during the workweek, the Employer shall release three (3) unit members, as determined by the Union, without pay and

without loss of seniority. The Union shall provide reasonable notice of the convention and attendees.

<u>Section 25.03.</u> The Union shall be allowed access to all worksites. The Union representative must obtain permission from the principal of the building entered for the purpose of conducting Union business; such permission not to be unreasonably withheld. Such business shall be conducted without interruption of the teaching-learning process. The Union will, whenever possible, try to meet with union members to conduct union business during non-school hours.

**Section 25-04.** The Employer shall make district policies and procedures available to employees at the time of initial hire and thereafter notify employees of where they may be accessed.

## <u>ARTICLE 26</u> EFFECT OF AGREEMENT

<u>Section 26-01.</u> This instrument constitutes the entire Agreement of the Committee and the Union arrived at as a result of collective bargaining and negotiations.

**Section 26-02.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to, or covered by this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplations of either or both parties at the time that they negotiated or signed this Agreement.

<u>Section 26-03.</u> Any waiver or breach of condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

## <u>ARTICLE 27</u> ANNUALIZED PAY SCHEDULE

During the 2017 successor negotiations, the parties agreed to convert the economic equivalent of vacation days (for school year employees) and paid holidays (for school year employees) into a new annualized pay schedule for all bargaining unit members as referenced in Appendix A.

The parties recognize that the annualizing of employee pay requires the updating of language within the current contract reflecting this change in practice. The parties agree to review the current contract language and remove conflicting and/or duplicative language by mutual agreement.

This Agreement has been duly executed by the authorized representatives of the Committee and the Association on the 27<sup>th</sup> day of June, 2025.

Chelmsford School Committee

Dennis F. King, II, Chair

Maria L. Santos, Vice Chair

Diana M. Lebeaux, Secretary

Susan Mackinnon

John W. Moses

Chelmsford Federation of Teachers Local 3569, AFT-Massachusetts, AFL-CIO Professional Support Personnel

thryn A. Sullivan, President

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#### **Paraeducators Hourly Schedule**

0 mour ra				i		
	202	25 - 2026	202	26 - 2027	2027 - 202	
Step 1	\$	19.90	\$	20.50	\$	21.11
Step 2	\$	20.13	\$	20.73	\$	21.35
Step 3	\$	20.36	\$	20.97	\$	21.60
Step 4	\$	20.60	\$	21.22	\$	21.85
Step 5	\$	20.83	\$	21.45	\$	22.09
Step 6 *	\$	21.63	\$	22.28	\$	22.95
Step 7 *	\$	22.28	\$	22.95	\$	23.64
Step 8 *	\$	22.95	\$	23.64	\$	24.34
Step 9 *	\$	23.64	\$	24.34	\$	25.08

#### 6 Hour Paraeducator - 181 Days

#### 6.25 Hour Paraeducator - 181 Days

	202	25 - 2026	202	2026 - 2027		27 - 2028
Step 1	\$	19.90	\$	20.50	\$	21.11
Step 2	\$	20.13	\$	20.73	\$	21.35
Step 3	\$	20.36	\$	20.97	\$	21.60
Step 4	\$	20.60	\$	21.22	\$	21.85
Step 5	\$	20.83	\$	21.45	\$	22.09
Step 6 *	\$	21.63	\$	22.28	\$	22.95
Step 7 *	\$	22.28	\$	22.95	\$	23.64
Step 8 *	\$	22.95	\$	23.64	\$	24.34
Step 9 *	\$	23.64	\$	24.34	\$	25.08

#### Note:

Step 6 *: 6 - 10 Years of Service
Step 7 *: 11 - 15 Years of Service
Step 8 *: 16 - 20 Years of Service
Step 9 *: 21+ Years of Service

The "years of service" credit/increment steps are for years of service in an employee category ( i.e. paraeducator, clerk, aide or secretary).

#### **ABA Paraeducators Hourly Schedule**

#### 6 Hour Paraeducator - ABA - 181 Days

	2025 - 2026		202	26 - 2027	2027 - 2028	
Step 1	\$	20.90	\$	21.50	\$	22.11
Step 2	\$	21.13	\$	21.73	\$	22.35
Step 3	\$	21.36	\$	21.97	\$	22.60
Step 4	\$	21.60	\$	22.22	\$	22.85
Step 5	\$	21.83	\$	22.45	\$	23.09
Step 6 *	\$	22.63	\$	23.28	\$	23.95
Step 7 *	\$	23.28	\$	23.95	\$	24.64
Step 8 *	\$	23.95	\$	24.64	\$	25.34
Step 9 *	\$	24.64	\$	25.34	\$	26.08

#### 6.25 Hour Paraeducator - ABA - 181 Days

	2025 - 2026		202	2026 - 2027		27 - 2028
Step 1	\$	20.90	\$	21.50	\$	22.11
Step 2	\$	21.13	\$	21.73	\$	22.35
Step 3	\$	21.36	\$	21.97	\$	22.60
Step 4	\$	21.60	\$	22.22	\$	22.85
Step 5	\$	21.83	\$	22.45	\$	23.09
Step 6 *	\$	22.63	\$	23.28	\$	23.95
Step 7 *	\$	23.28	\$	23.95	\$	24.64
Step 8 *	\$	23.95	\$	24.64	\$	25.34
Step 9 *	\$	24.64	\$	25.34	\$	26.08

#### 7 Hour Paraeducator - ABA - 181 Days

	2025 - 2026		202	26 - 2027	2027 - 2028	
Step 1	\$	20.90	\$	21.50	\$	22.11
Step 2	\$	21.13	\$	21.73	\$	22.35
Step 3	\$	21.36	\$	21.97	\$	22.60
Step 4	\$	21.60	\$	22.22	\$	22.85
Step 5	\$	21.83	\$	22.45	\$	23.09
Step 6 *	\$	22.63	\$	23.28	\$	23.95
Step 7 *	\$	23.28	\$	23.95	\$	24.64
Step 8 *	\$	23.95	\$	24.64	\$	25.34
Step 9 *	\$	24.64	\$	25.34	\$	26.08

#### **Paraeducators Salary Schedule**

	2025 - 2026		202	2026 - 2027		27 - 2028
Step 1	\$	23,403	\$	24,105	\$	24,829
Step 2	\$	23,674	\$	24,384	\$	25,108
Step 3	\$	23,945	\$	24,663	\$	25,403
Step 4	\$	24,231	\$	24,957	\$	25,696
Step 5	\$	24,498	\$	25,221	\$	25,978
Step 6 *	\$	25,956	\$	26,735	\$	27,537
Step 7 *	\$	27,269	\$	28,087	\$	28,930
Step 8 *	\$	28,087	\$	28,930	\$	29,798
Step 9 *	\$	28,930	\$	29,798	\$	30,692

#### 6 Hour Paraeducator - 181 Days

#### 6.25 Hour Paraeducator - 181 Days

	202	25 - 2026	202	26 - 2027	2027 - 2028	
Step 1	\$	24,378	\$	25,110	\$	25,863
Step 2	\$	24,660	\$	25,400	\$	26,154
Step 3	\$	24,943	\$	25,691	\$	26,462
Step 4	\$	25,240	\$	25,997	\$	26,766
Step 5	\$	25,517	\$	26,282	\$	27,060
Step 6 *	\$	27,038	\$	27,849	\$	28,684
Step 7 *	\$	28,407	\$	29,259	\$	30,137
Step 8 *	\$	29,261	\$	30,139	\$	31,034
Step 9 *	\$	30,141	\$	31,034	\$	31,977

#### Note:

Step 6 *: 6 - 10 Years of Service
Step 7 *: 11 - 15 Years of Service
Step 8 *: 16 - 20 Years of Service

Step 9 \*: 21+ Years of Service

The "years of service" credit/increment steps are for years of service in an employee category ( i.e. paraeducator, clerk, aide or secretary).

## ABA Paraeducators Salary Schedule

#### 6 Hour Paraeducator - ABA - 181 Days

	202	2025 - 2026		26 - 2027	2027 - 2028	
Step 1	\$	24,579	\$	25,281	\$	26,005
Step 2	\$	24,850	\$	25,560	\$	26,284
Step 3	\$	25,121	\$	25,839	\$	26,579
Step 4	\$	25,407	\$	26,133	\$	26,872
Step 5	\$	25,674	\$	26,397	\$	27,154
Step 6 *	\$	27,156	\$	27,935	\$	28,737
Step 7 *	\$	28,493	\$	29,311	\$	30,154
Step 8 *	\$	29,311	\$	30,154	\$	31,022
Step 9 *	\$	30,154	\$	31,022	\$	31,916

#### 6.25 Hour Paraeducator - ABA - 181 Days

	2025 - 2026		202	2026 - 2027		27 - 2028
Step 1	\$	25,603	\$	26,335	\$	27,088
Step 2	\$	25,885	\$	26,625	\$	27,379
Step 3	\$	26,168	\$	26,916	\$	27,687
Step 4	\$	26,465	\$	27,222	\$	27,991
Step 5	\$	26,742	\$	27,507	\$	28,285
Step 6 *	\$	28,288	\$	29,099	\$	29,934
Step 7 *	\$	29,682	\$	30,534	\$	31,412
Step 8 *	\$	30,536	\$	31,414	\$	32,309
Step 9 *	\$	31,416	\$	32,309	\$	33,252

#### 7 Hour Paraeducator - ABA - 181 Days

	2025 - 2026		202	26 - 2027	2027 - 2028	
Step 1	\$	28,676	\$	29,495	\$	30,339
Step 2	\$	28,992	\$	29,820	\$	30,664
Step 3	\$	29,308	\$	30,146	\$	31,009
Step 4	\$	29,641	\$	30,489	\$	31,350
Step 5	\$	29,951	\$	30,808	\$	31,679
Step 6 *	\$	31,682	\$	32,590	\$	33,526
Step 7 *	\$	33,244	\$	34,198	\$	35,181
Step 8 *	\$	34,201	\$	35,184	\$	36,186
Step 9 *	\$	35,186	\$	36,186	\$	37,242

## **Appendix A: Hourly Schedule**

#### **Clerks Hourly Schedule**

#### 3.5 Hour Clerk - 190 Days

	2025 - 2026		202	26 - 2027	2027 - 2028		
Step 1	\$	19.90	\$	20.50	\$	21.11	
Step 2	\$	20.13	\$	20.73	\$	21.35	
Step 3	\$	20.36	\$	20.97	\$	21.60	
Step 4	\$	20.60	\$	21.22	\$	21.85	
Step 5	\$	20.83	\$	21.45	\$	22.09	
Step 6 *	\$	22.15	\$	22.81	\$	23.49	
Step 7 *	\$	22.81	\$	23.49	\$	24.20	
Step 8 *	\$	23.49	\$	24.20	\$	24.92	
Step 9 *	\$	24.20	\$	24.92	\$	25.67	

#### 5 Hour Clerk - 190 Days

	202	25 - 2026	202	26 - 2027	2027 - 2028	
Step 1	\$	19.90	\$	20.50	\$	21.11
Step 2	\$	20.13	\$	20.73	\$	21.35
Step 3	\$	20.36	\$	20.97	\$	21.60
Step 4	\$	20.60	\$	21.22	\$	21.85
Step 5	\$	20.83	\$	21.45	\$	22.09
Step 6 *	\$	22.15	\$	22.81	\$	23.49
Step 7 *	\$	22.81	\$	23.49	\$	24.20
Step 8 *	\$	23.49	\$	24.20	\$	24.92
Step 9 *	\$	24.20	\$	24.92	\$	25.67

#### 5 Hour Clerk - 180 Days (Copy Clerk)

	202	5 - 2026	202	2026 - 2027		27 - 2028
Step 1	\$	19.90	\$	20.50	\$	21.11
Step 2	\$	20.13	\$	20.73	\$	21.35
Step 3	\$	20.36	\$	20.97	\$	21.60
Step 4	\$	20.60	\$	21.22	\$	21.85
Step 5	\$	20.83	\$	21.45	\$	22.09
Step 6 *	\$	22.15	\$	22.81	\$	23.49
Step 7 *	\$	22.81	\$	23.49	\$	24.20
Step 8 *	\$	23.49	\$	24.20	\$	24.92
Step 9 *	\$	24.20	\$	24.92	\$	25.67

Note:

Step 6 \*: 6 - 10 Years of Service Step 7 \*: 11 - 15 Years of Service Step 8 \*: 16 - 20 Years of Service Step 9 \*: 21+ Years of Service

#### **Clerks Hourly Schedule**

6.5 Hour Clerk - 190	Days
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	202	2025 - 2026		2026 - 2027		27 - 2028
Step 1	\$	19.90	\$	20.50	\$	21.11
Step 2	\$	20.13	\$	20.73	\$	21.35
Step 3	\$	20.36	\$	20.97	\$	21.60
Step 4	\$	20.60	\$	21.22	\$	21.85
Step 5	\$	20.83	\$	21.45	\$	22.09
Step 6 *	\$	22.15	\$	22.81	\$	23.49
Step 7 *	\$	22.81	\$	23.49	\$	24.20
Step 8 *	\$	23.49	\$	24.20	\$	24.92
Step 9 *	\$	24.20	\$	24.92	\$	25.67

#### 7 Hour Clerk - 190 Days

	202	25 - 2026	202	2026 - 2027		2027 - 2028	
Step 1	\$	19.90	\$	20.50	\$	21.11	
Step 2	\$	20.13	\$	20.73	\$	21.35	
Step 3	\$	20.36	\$	20.97	\$	21.60	
Step 4	\$	20.60	\$	21.22	\$	21.85	
Step 5	\$	20.83	\$	21.45	\$	22.09	
Step 6 *	\$	22.15	\$	22.81	\$	23.49	
Step 7 *	\$	22.81	\$	23.49	\$	24.20	
Step 8 *	\$	23.49	\$	24.20	\$	24.92	
Step 9 *	\$	24.20	\$	24.92	\$	25.67	

#### 7.5 Hour Clerk - 190 Days

	2025 - 2026		202	2026 - 2027		27 - 2028
Step 1	\$	19.90	\$	20.50	\$	21.11
Step 2	\$	20.13	\$	20.73	\$	21.35
Step 3	\$	20.36	\$	20.97	\$	21.60
Step 4	\$	20.60	\$	21.22	\$	21.85
Step 5	\$	20.83	\$	21.45	\$	22.09
Step 6 *	\$	22.15	\$	22.81	\$	23.49
Step 7 *	\$	22.81	\$	23.49	\$	24.20
Step 8 *	\$	23.49	\$	24.20	\$	24.92
Step 9 *	\$	24.20	\$	24.92	\$	25.67

### Note:

The "years of service" credit/increment steps are for years of service in an employee category ( i.e. paraeducator, clerk, aide or secretary).

## **Appendix A: Salary Schedule**

#### **Clerks Salary Schedule**

#### 3.5 Hour Clerk - 190 Days

	2025 - 2026		202	2026 - 2027		2027 - 2028	
Step 1	\$	14,279	\$	14,707	\$	15,148	
Step 2	\$	14,444	\$	14,877	\$	15,319	
Step 3	\$	14,609	\$	15,047	\$	15,499	
Step 4	\$	14,784	\$	15,227	\$	15,677	
Step 5	\$	14,946	\$	15,394	\$	15,850	
Step 6 *	\$	16,203	\$	16,689	\$	17,183	
Step 7 *	\$	17,005	\$	17,515	\$	18,040	
Step 8 *	\$	17,512	\$	18,041	\$	18,578	
Step 9 *	\$	18,041	\$	18,578	\$	19,135	

#### 5 Hour Clerk - 190 Days

	202	25 - 2026	202	2026 - 2027		2027 - 2028	
Step 1	\$	20,398	\$	21,010	\$	21,641	
Step 2	\$	20,634	\$	21,253	\$	21,884	
Step 3	\$	20,870	\$	21,496	\$	22,141	
Step 4	\$	21,119	\$	21,753	\$	22,396	
Step 5	\$	21,351	\$	21,991	\$	22,642	
Step 6 *	\$	23,147	\$	23,841	\$	24,547	
Step 7 *	\$	24,293	\$	25,021	\$	25,772	
Step 8 *	\$	25,017	\$	25,773	\$	26,540	
Step 9 *	\$	25,773	\$	26,540	\$	27,336	

#### 5 Hour Clerk - 180 Days (Copy Clerk)

	202	25 - 2026	20	26 - 2027	202	27 - 2028
Step 1	\$	19,403	\$	19,985	\$	20,585
Step 2	\$	19,628	\$	20,217	\$	20,816
Step 3	\$	19,852	\$	20,448	\$	21,061
Step 4	\$	20,089	\$	20,692	\$	21,304
Step 5	\$	20,309	\$	20,919	\$	21,538
Step 6 *	\$	22,039	\$	22,700	\$	23,373
Step 7 *	\$	23,152	\$	23,847	\$	24,562
Step 8 *	\$	23,842	\$	24,563	\$	25,294
Step 9 *	\$	24,563	\$	25,294	\$	26,053

Note:

Step 6 \*: 6 - 10 Years of Service Step 7 \*: 11 - 15 Years of Service Step 8 \*: 16 - 20 Years of Service Step 9 \*: 21+ Years of Service

#### **Clerks Salary Schedule**

#### 6.5 Hour Clerk - 190 Days

	2025 - 2026		20	2026 - 2027		27 - 2028
Step 1	\$	26,518	\$	27,313	\$	28,133
Step 2	\$	26,825	\$	27,629	\$	28,449
Step 3	\$	27,131	\$	27,945	\$	28,784
Step 4	\$	27,455	\$	28,279	\$	29,115
Step 5	\$	27,756	\$	28,589	\$	29,435
Step 6 *	\$	30,091	\$	30,993	\$	31,911
Step 7 *	\$	31,580	\$	32,528	\$	33,504
Step 8 *	\$	32,522	\$	33,505	\$	34,502
Step 9 *	\$	33,505	\$	34,502	\$	35,540

#### 7 Hour Clerk - 190 Days

	202	25 - 2026	202	2026 - 2027		27 - 2028
Step 1	\$	28,558	\$	29,414	\$	30,297
Step 2	\$	28,888	\$	29,755	\$	30,637
Step 3	\$	29,218	\$	30,095	\$	30,998
Step 4	\$	29,567	\$	30,454	\$	31,355
Step 5	\$	29,891	\$	30,788	\$	31,699
Step 6 *	\$	32,405	\$	33,378	\$	34,366
Step 7 *	\$	34,010	\$	35,030	\$	36,081
Step 8 *	\$	35,024	\$	36,082	\$	37,156
Step 9 *	\$	36,082	\$	37,156	\$	38,270

#### 7.5 Hour Clerk - 190 Days

	202	2025 - 2026		2026 - 2027		2027 - 2028	
Step 1	\$	30,597	\$	31,515	\$	32,461	
Step 2	\$	30,951	\$	31,880	\$	32,826	
Step 3	\$	31,305	\$	32,245	\$	33,212	
Step 4	\$	31,679	\$	32,629	\$	33,594	
Step 5	\$	32,026	\$	32,987	\$	33,963	
Step 6 *	\$	34,720	\$	35,762	\$	36,821	
Step 7 *	\$	36,439	\$	37,532	\$	38,658	
Step 8 *	\$	37,525	\$	38,660	\$	39,810	
Step 9 *	\$	38,660	\$	39,810	\$	41,004	

#### Note:

The "years of service" credit/increment steps are for years of service in an employee category (i.e. paraeducator, clerk, aide or secretary).

# **Appendix A: Hourly Schedule**

### **Aides Hourly Schedule**

### 2.5 Hour Aide - 181 Days

	2025 - 2026		202	26 - 2027	2027 - 2028		
Step 1	\$	16.84	\$	17.35	\$	17.87	
Step 2 *	\$	17.53	\$	18.06	\$	18.60	
Step 3 *	\$	17.53	\$	18.06	\$	18.60	

#### **3 Hour Aide - 181 Days**

	2025 - 2026		202	26 - 2027	2027 - 2028		
Step 1	\$	16.84	\$	17.35	\$	17.87	
Step 2 *	\$	17.42	\$	17.94	\$	18.48	
Step 3 *	\$	17.42	\$	17.94	\$	18.48	

#### 3.5 Hour Aide - 181 Days

	2025 - 2026		202	26 - 2027	2027 - 2028		
Step 1	\$	16.84	\$	17.35	\$	17.87	
Step 2 *	\$	17.33	\$	17.85	\$	18.39	
Step 3 *	\$	17.33	\$	17.85	\$	18.39	

#### Note:

Step 2 \*: 6 - 14 Years of Service Step 3 \*: 15+ Years of Service

The "years of service" credit/increment steps are for years of service in an employee category ( i.e. paraeducator, clerk, aide or secretary).

# Appendix A: Salary Schedule

### **Aides Salary Schedule**

#### 2.5 Hour Aide - 181 Days

	2025 - 2026		202	6 - 2027	2027 - 2028		
Step 1	\$	8,254	\$	8,501	\$	8,756	
Step 2 *	\$	8,764	\$	9,031	\$	9,302	
Step 3 *	\$	8,941	\$	9,209	\$	9,485	

#### 3 Hour Aide - 181 Days

	2025 - 2026		202	26 - 2027	2027 - 2028		
Step 1	\$	9,904	\$	10,201	\$	10,507	
Step 2 *	\$	10,454	\$	10,762	\$	11,090	
Step 3 *	\$	10,659	\$	10,979	\$	11,309	

### 3.5 Hour Aide - 181 Days

	2025 - 2026		20	26 - 2027	2027 - 2028		
Step 1	\$	11,555	\$	11,902	\$	12,259	
Step 2 *	\$	12,132	\$	12,496	\$	12,871	
Step 3 *	\$	12,377	\$	12,748	\$	13,131	

<u>Note:</u> Step 2 \*: 6 - 14 Years of Service Step 3 \*: 15+ Years of Service

The "years of service" credit/increment steps are for years of service in an employee category ( i.e. paraeducator, clerk, aide or secretary).

### **Appendix A: Hourly Schedule**

### **Secretaries Hourly Schedule - 195 Days**

	2025 - 2026		202	2026 - 2027		27 - 2028
Step 1	\$	21.71	\$	22.36	\$	23.03
Step 2	\$	23.20	\$	23.89	\$	24.61
Step 3	\$	24.19	\$	24.92	\$	25.67
Step 4	\$	25.22	\$	25.98	\$	26.76
Step 5	\$	26.22	\$	27.01	\$	27.82
Step 6 *	\$	27.01	\$	27.82	\$	28.65
Step 7 *	\$	27.82	\$	28.65	\$	29.51
Step 8 *	\$	28.65	\$	29.51	\$	30.40
Step 9 *	\$	29.51	\$	30.40	\$	31.31

#### 5.5 Hour Secretary - 195 Days

#### 7 Hour Secretary - 195 Days

	202	2025 - 2026		26 - 2027	2027 - 2028	
Step 1	\$	21.71	\$	22.36	\$	23.03
Step 2	\$	23.20	\$	23.89	\$	24.61
Step 3	\$	24.19	\$	24.92	\$	25.67
Step 4	\$	25.22	\$	25.98	\$	26.76
Step 5	\$	26.22	\$	27.01	\$	27.82
Step 6 *	\$	27.01	\$	27.82	\$	28.65
Step 7 *	\$	27.82	\$	28.65	\$	29.51
Step 8 *	\$	28.65	\$	29.51	\$	30.40
Step 9 *	\$	29.51	\$	30.40	\$	31.31

6.5 Hour Secretary - 195 Days

	2025 - 2026		202	26 - 2027	202	27 - 2028
Step 1	\$	21.71	\$	22.36	\$	23.03
Step 2	\$	23.20	\$	23.89	\$	24.61
Step 3	\$	24.19	\$	24.92	\$	25.67
Step 4	\$	25.22	\$	25.98	\$	26.76
Step 5	\$	26.22	\$	27.01	\$	27.82
Step 6 *	\$	27.01	\$	27.82	\$	28.65
Step 7 *	\$	27.82	\$	28.65	\$	29.51
Step 8 *	\$	28.65	\$	29.51	\$	30.40
Step 9 *	\$	29.51	\$	30.40	\$	31.31

#### Note:

Step 6 \*: 6 - 10 Years of Service Step 7 \*: 11 - 15 Years of Service Step 8 \*: 16 - 20 Years of Service Step 9 \*: 21+ Years of Service

The "years of service" credit/increment steps are for years of service in an employee category (i.e. paraeducator, clerk, aide or secretary).

#### 7.5 Hour Secretary - 195 Days

	202	2025 - 2026		26 - 2027	202	27 - 2028
Step 1	\$	21.71	\$	22.36	\$	23.03
Step 2	\$	23.20	\$	23.89	\$	24.61
Step 3	\$	24.19	\$	24.92	\$	25.67
Step 4	\$	25.22	\$	25.98	\$	26.76
Step 5	\$	26.22	\$	27.01	\$	27.82
Step 6 *	\$	27.01	\$	27.82	\$	28.65
Step 7 *	\$	27.82	\$	28.65	\$	29.51
Step 8 *	\$	28.65	\$	29.51	\$	30.40
Step 9 *	\$	29.51	\$	30.40	\$	31.31

### **Appendix A: Salary Schedule**

### Secretaries Salary Schedule - 195 Days

	202	2025 - 2026		26 - 2027	2027 - 2028	
Step 1	\$	25,143	\$	25,888	\$	26,664
Step 2	\$	27,817	\$	28,644	\$	29,503
Step 3	\$	29,004	\$	29,874	\$	30,778
Step 4	\$	30,240	\$	31,148	\$	32,082
Step 5	\$	31,436	\$	32,380	\$	33,351
Step 6 *	\$	33,128	\$	34,122	\$	35,139
Step 7 *	\$	34,886	\$	35,933	\$	37,011
Step 8 *	\$	35,933	\$	37,011	\$	38,121
Step 9 *	\$	37,011	\$	38,121	\$	39,265

#### 5.5 Hour Secretary - 195 Days

#### 7 Hour Secretary - 195 Days

	202	2025 - 2026		2026 - 2027		2027 - 2028	
Step 1	\$	32,000	\$	32,948	\$	33,936	
Step 2	\$	35,404	\$	36,456	\$	37,550	
Step 3	\$	36,914	\$	38,021	\$	39,172	
Step 4	\$	38,488	\$	39,642	\$	40,832	
Step 5	\$	40,010	\$	41,210	\$	42,447	
Step 6 *	\$	42,156	\$	43,420	\$	44,723	
Step 7 *	\$	44,394	\$	45,726	\$	47,097	
Step 8 *	\$	45,726	\$	47,097	\$	48,518	
Step 9 *	\$	47,097	\$	48,518	\$	49,974	

6.5 Hour Secretary - 195 Days

	2025 - 2026		202	26 - 2027	2027 - 2028	
Step 1	\$	29,849	\$	30,594	\$	31,512
Step 2	\$	32,875	\$	33,852	\$	34,868
Step 3	\$	34,277	\$	35,306	\$	36,374
Step 4	\$	35,739	\$	36,811	\$	37,915
Step 5	\$	37,152	\$	38,267	\$	39,415
Step 6 *	\$	39,151	\$	40,326	\$	41,535
Step 7 *	\$	41,230	\$	42,467	\$	43,741
Step 8 *	\$	42,467	\$	43,741	\$	45,053
Step 9 *	\$	43,741	\$	45,053	\$	46,404

#### Note:

- Step 6 \*: 6 10 Years of Service
- Step 7 \*: 11 15 Years of Service

Step 8 \*: 16 - 20 Years of Service

Step 9 \*: 21+ Years of Service

The "years of service" credit/increment steps are for years of service in an employee category ( i.e. paraeducator, clerk, aide or secretary).

#### 7.5 Hour Secretary - 195 Days

	2025 - 2026		202	2026 - 2027		2027 - 2028	
Step 1	\$	34,286	\$	34,111	\$	36,360	
Step 2	\$	37,933	\$	39,060	\$	40,232	
Step 3	\$	39,551	\$	40,737	\$	41,970	
Step 4	\$	41,237	\$	42,474	\$	43,748	
Step 5	\$	42,868	\$	44,154	\$	45,479	
Step 6 *	\$	45,167	\$	46,522	\$	47,917	
Step 7 *	\$	47,565	\$	48,992	\$	50,461	
Step 8 *	\$	48,992	\$	50,461	\$	51,984	
Step 9 *	\$	50,461	\$	51,984	\$	53,544	

### **Appendix A: Hourly Schedule**

#### **Secretaries Hourly Schedule - 260 Days**

	2025 - 2026		202	2026 - 2027		27 - 2028
Step 1	\$	21.71	\$	22.36	\$	23.03
Step 2	\$	23.20	\$	23.89	\$	24.61
Step 3	\$	24.19	\$	24.92	\$	25.67
Step 4	\$	25.22	\$	25.98	\$	26.76
Step 5	\$	26.80	\$	27.60	\$	28.43
Step 6 *	\$	27.60	\$	28.43	\$	29.29
Step 7 *	\$	28.43	\$	29.29	\$	30.16
Step 8 *	\$	29.29	\$	30.16	\$	31.07
Step 9 *	\$	30.16	\$	31.07	\$	32.00

#### 6.5 Hour Secretary - 260 Days

#### 7.5 Hour Secretary - 260 Days

	202	2025 - 2026		2026 - 2027		2027 - 2028	
Step 1	\$	21.71	\$	22.36	\$	23.03	
Step 2	\$	23.20	\$	23.89	\$	24.61	
Step 3	\$	24.19	\$	24.92	\$	25.67	
Step 4	\$	25.22	\$	25.98	\$	26.76	
Step 5	\$	26.80	\$	27.60	\$	28.43	
Step 6 *	\$	27.60	\$	28.43	\$	29.29	
Step 7 *	\$	28.43	\$	29.29	\$	30.16	
Step 8 *	\$	29.29	\$	30.16	\$	31.07	
Step 9 *	\$	30.16	\$	31.07	\$	32.00	

#### 7 Hour Secretary - 260 Days

	202	25 - 2026	202	26 - 2027	2027 - 2028	
Step 1	\$	21.71	\$	22.36	\$	23.03
Step 2	\$	23.20	\$	23.89	\$	24.61
Step 3	\$	24.19	\$	24.92	\$	25.67
Step 4	\$	25.22	\$	25.98	\$	26.76
Step 5	\$	26.80	\$	27.60	\$	28.43
Step 6 *	\$	27.60	\$	28.43	\$	29.29
Step 7 *	\$	28.43	\$	29.29	\$	30.16
Step 8 *	\$	29.29	\$	30.16	\$	31.07
Step 9 *	\$	30.16	\$	31.07	\$	32.00

#### Note:

Step 6 \*: 6 - 10 Years of Service Step 7 \*: 11 - 15 Years of Service Step 8 \*: 16 - 20 Years of Service

Step 9 \*: 21+ Years of Service

The "years of service" credit/increment steps are for years of service in an employee category (i.e. paraeducator, clerk, aide or secretary).

#### 8 Hour Secretary - 260 Days

	202	2025 - 2026		26 - 2027	2027 - 2028	
Step 1	\$	21.71	\$	22.36	\$	23.03
Step 2	\$	23.20	\$	23.89	\$	24.61
Step 3	\$	24.19	\$	24.92	\$	25.67
Step 4	\$	25.22	\$	25.98	\$	26.76
Step 5	\$	26.80	\$	27.60	\$	28.43
Step 6 *	\$	27.60	\$	28.43	\$	29.29
Step 7 *	\$	28.43	\$	29.29	\$	30.16
Step 8 *	\$	29.29	\$	30.16	\$	31.07
Step 9 *	\$	30.16	\$	31.07	\$	32.00

### **Appendix A: Salary Schedule**

### Secretaries Salary Schedule - 260 Days

	2025 - 2026		2026 - 2027		2027 - 2028	
Step 1	\$	36,690	\$	37,791	\$	38,924
Step 2	\$	39,209	\$	40,374	\$	41,585
Step 3	\$	40,881	\$	42,108	\$	43,382
Step 4	\$	42,624	\$	43,903	\$	45,220
Step 5	\$	45,285	\$	46,644	\$	48,043
Step 6 *	\$	46,644	\$	48,043	\$	49,500
Step 7 *	\$	48,043	\$	49,500	\$	50,970
Step 8 *	\$	49,500	\$	50,970	\$	52,508
Step 9 *	\$	50,970	\$	52,508	\$	54,084

#### 6.5 Hour Secretary - 260 Days

#### 7.5 Hour Secretary - 260 Days

	2025 - 2026		2026 - 2027		2027 - 2028	
Step 1	\$	42,335	\$	43,602	\$	44,910
Step 2	\$	45,241	\$	46,586	\$	47,983
Step 3	\$	47,171	\$	48,586	\$	50,057
Step 4	\$	49,182	\$	50,657	\$	52,177
Step 5	\$	52,260	\$	53,828	\$	55,443
Step 6 *	\$	53,828	\$	55,443	\$	57,106
Step 7 *	\$	55,443	\$	57,106	\$	58,819
Step 8 *	\$	57,106	\$	58,819	\$	60,584
Step 9 *	\$	58,819	\$	60,584	\$	62,401

#### 7 Hour Secretary - 260 Days

	2025 - 2026		202	26 - 2027	2027 - 2028	
Step 1	\$	39,512	\$	40,698	\$	41,918
Step 2	\$	42,225	\$	43,480	\$	44,784
Step 3	\$	44,026	\$	45,347	\$	46,719
Step 4	\$	45,903	\$	47,280	\$	48,698
Step 5	\$	48,776	\$	50,239	\$	51,746
Step 6 *	\$	50,239	\$	51,746	\$	53,299
Step 7 *	\$	51,746	\$	53,299	\$	54,898
Step 8 *	\$	53,299	\$	54,898	\$	56,545
Step 9 *	\$	54,898	\$	56,545	\$	58,241

#### Note:

- Step 6 \*: 6 10 Years of Service
- Step 7 \*: 11 15 Years of Service

Step 8 \*: 16 - 20 Years of Service

Step 9 \*: 21+ Years of Service

The "years of service" credit/increment steps are for years of service in an employee category ( i.e. paraeducator, clerk, aide or secretary).

#### 8 Hour Secretary - 260 Days

	2025 - 2026		20	2026 - 2027		2027 - 2028	
Step 1	\$	45,157	\$	46,509	\$	47,904	
Step 2	\$	48,257	\$	49,691	\$	51,182	
Step 3	\$	50,315	\$	51,825	\$	53,394	
Step 4	\$	52,460	\$	54,034	\$	55,655	
Step 5	\$	55,744	\$	57,416	\$	59,139	
Step 6 *	\$	57,416	\$	59,139	\$	60,913	
Step 7 *	\$	59,139	\$	60,913	\$	62,740	
Step 8 *	\$	60,913	\$	62,740	\$	64,623	
Step 9 *	\$	62,740	\$	64,623	\$	66,561	

# Appendix **B**

# **Programs Recognized by the Chelmsford Public Schools:**

Extended Day50%Summer Fest50%

Toddler Care/Lions Pride 10%

# Appendix C

## **Chelmsford Public Schools**

## **Chelmsford, Massachusetts**

## **GRIEVANCE FORM**

Date:

**Grievance:** (State nature of grievance and articles and sections of the agreement which have been violated or the policy or practice that has been violated)

**Relief Sought:** 

Copies to: 1.

2. Grievant

Principal

3. Chelmsford Federation of Teachers, Local 3569, Grievance Committee

Signed:

(To be signed by grievant or if a group grievance by at least two (2) members of the class affected)

# **Appendix D: Evaluation Form**

## Chelmsford Federation of Teachers – Support Bargaining Unit

Employee Name:

School:

Position:

Inclusive Dates: Through:

**Evaluation Overall Rating:** 

Ratings will be:

- 1. Proficient
- 2. Needs Improvement
- 3. Unsatisfactory

Professional Responsibilities	Rating
Knowledge of position and quality of work	
Working relationships	
Care and use of equipment	
Other (Specify):	
Commenter	

Comments:

Personal Responsibilities	Rating
Professional appearance	
Cooperation	
Dependability	
Flexibility	
Other (Specify):	

Comments: