



June 16, 2015

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Cambridge Education Association Unit C Collective Bargaining Agreement  
7/1/15 – 6/30/18

**Recommendation:** That the School Committee approve the attached agreement between the Cambridge School Committee and the Cambridge Education Association Unit C for a collective bargaining agreement for the period of July 1, 2015 through June 30, 2018, which was ratified by the members of the bargaining unit.

**Description:** The attached agreement reached by the negotiating teams was ratified by the unit membership. The agreement includes the following:

Three Year Agreement – 7/1/15-6/30/18

July 1, 2015 - 3.4% on base wages (2.4% of which is a general across the board increase and 1% of which is in return for a 3% increase in the employee health insurance contribution rate from 12% to 15%, effective on this same date, for employees hired prior to July 1, 2012 (when 25% for new hires went into effect.)

July 1, 2016 - 2% on base wages

July 1, 2017 - 2.5% on base wages

With no increase on any other economic items in the collective bargaining agreement except as detailed in this tentative agreement.

Should, during the life of this contract, any City or School unit reach voluntary agreement with the City for a general across-the-board base wage increase greater in percentage than that provided to this Union, then the City and the Union agree to reopen the contract for the limited purpose of discussing base

wages.

In Article 1, Recognition, insert "Clerk Specialist," in the seventh line of the first paragraph after "Office of Special Education Student Support Specialist" and change references to "Office of Special Education" to "Office of Student Services"

Additionally, change reference in Hourly Salary Schedule from "OSE Specialist" to "Clerk Specialist"

In Article 7, Hours of Work, in Section 2 insert at the end of the section the following sentence: The principal or upper school heads, dean of a school or department head may adjust the start and end times of the above existing regular schedule for full-time office personnel by up to one (1) full hour in order to meet the needs of his/her school except that no start time shall be after 9:00 a.m. In the event that there will be an adjustment in the start and end times of the regular schedule for full-time office personnel to meet the needs of his/her school, notification will be provided to the full-time office personnel by no later than July 15th prior to the start of the school year in which the schedule change will be made.

Additionally, in Article 7, Hours of Work, in in Section 3, insert the following additional text: Notwithstanding the preceding sentence, principals and upper school heads, deans or department head may determine the workday (hours) for all school clerks in accordance with the provisions of Section 2, above.

In Article 7, Hours of Work, in Section 4, insert at the end of the section the following sentence: The principal, upper school head, dean or department head may adjust the start and end times of the above existing regular schedule for part-time office personnel by up to one (1) full hour in order to meet the needs of his/her school or department.

Delete Article 9, Compensatory Time, in its entirety.

In Article 14, Personal Illness, in Section 1, insert at end of last paragraph of the section: Members will have the option to exclude up to \$5,000 (five thousand dollars) of sick leave buyback monies from the one time transfer of sick leave buyback monies to a 403B plan at the time of retirement in accordance with the provisions of the 403B plan and IRS

regulations.

In Article 19, Medical Insurance, in Section 2, effective July 1, 2015, increase the annual sum of the health insurance waiver from \$1,500.00 (one thousand five hundred dollars) to \$1,600.00 (one thousand six hundred dollars), and effective July 1, 2017, increase the annual sum of the health insurance waiver from \$1,600.00 (one thousand six hundred dollars) to \$1,800.00 (one thousand eight hundred dollars).

In Article 23, General Provisions, Section 10, effective July 1, 2015, delete "forty dollars (\$40.00)" and insert "fifty dollars (\$50.00)" in its place.

In Article 24, Staff Development, in Section G increase each of the amounts listed under "Annual Amount" for Units Earned 1 through 12 by \$25.00 (e.g., \$100 increased to \$125, \$200 is increased to \$250, etc) and add the following to the end of the "Annual Amount" and "Units Earned" columns:

\$1625 13  
\$1750 14

In Article 24, Staff Development, in Section H in the first line delete the phrase "Effective July 1, 2010,"; in the second and third lines delete "accredited two year or accredited four year college or university" and insert "accredited college or university" in its place; in the third and fourth lines delete "\$500.00 (five hundred dollars)" and insert "\$750.00 (seven hundred fifty dollars)" in its place; and in the eighth line delete "\$5,000.00 (five thousand dollars)" and insert \$7,500.00 (seven thousand five hundred dollars)" in its place.

Effective July 1, 2017 include reasonable suspicion drug and alcohol testing language

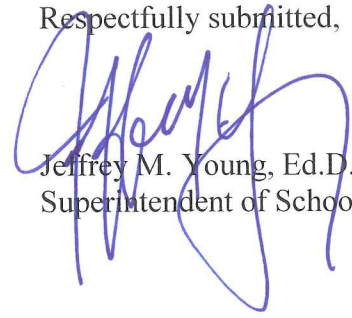
Contract Clean Up

Funding for this agreement is to be made from the School Department budget. The financial costs for the settlement are as follows:

<b>2016</b>	<b>104,100</b>
<b>2017</b>	<b>63,317</b>
<b>2018</b>	<b>80,730</b>

Supporting Data: Attached tentative agreement

Respectfully submitted,



Jeffrey M. Young, Ed.D.  
Superintendent of Schools

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**Cambridge School Committee  
and  
Cambridge Education Association Unit C**

This document sets forth the tentative agreement between the Cambridge School Committee and the Cambridge Education Association Unit C for a three year collective bargaining agreement to be effective from July 1, 2015 through June 30, 2018, which shall be successors to the parties' July 1, 2012 through June 30, 2015 collective bargaining agreement. This tentative agreement is subject to ratification by both the Cambridge School Committee and the Cambridge Education Association Unit C.

The language of the 2012-2015 collective bargaining agreement shall continue in the successor agreement except as modified below.

**I. Language Proposals**

**Article 1 Recognition**

Insert "Clerk Specialist," in the seventh line of the first paragraph after "Office of Special Education Student Support Specialist"

Change references to "Office of Special Education" to "Office of Student Services"

Additionally, change reference in Hourly Salary Schedule from "OSE Specialist" to "Clerk Specialist"

**Article 7 Hours of Work**

**Section 2**

Insert at the end of the section the following sentence: The principal or upper school heads, dean of a school or department head may adjust the start and end times of the above existing regular schedule for full-time office personnel by up to one (1) full hour in order to meet the needs of his/her school except that no start time shall be after 9:00 a.m.

In the event that there will be an adjustment in the start and end times of the regular schedule for full-time office personnel to meet the needs of his/her school, notification will be provided to the full-time office personnel by no later than July 15th prior to the start of the school year in which the schedule change will be made.

**Section 3**

Insert the following additional text: Notwithstanding the preceding sentence, principals and upper school heads, deans or department head may determine the workday (hours) for all school clerks in accordance with the provisions of Section 2, above.

**Section 4**

Insert at the end of the section the following sentence: The principal, upper school head, dean or department head may adjust the start and end times of the above existing regular schedule for

part-time office personnel by up to one (1) full hour in order to meet the needs of his/her school or department.

**Article 9 Compensatory Time**

Delete this provision in its entirety (in order to align to FLSA requirements).

**Article 14 Personal Illness**

**Section 1**

Insert at end of last paragraph of the section: Members will have the option to exclude up to \$5,000 (five thousand dollars) of sick leave buyback monies from the one time transfer of sick leave buyback monies to a 403B plan at the time of retirement in accordance with the provisions of the 403B plan and IRS regulations.

**Article 19 Medical Insurance**

**Section 2**

Effective July 1, 2015, increase the annual sum of the health insurance waiver from \$1,500.00 (one thousand five hundred dollars) to \$1,600.00 (one thousand six hundred dollars).

Effective July 1, 2017, increase the annual sum of the health insurance waiver from \$1,600.00 (one thousand six hundred dollars) to \$1,800.00 (one thousand eight hundred dollars).

**Article 23 General Provisions**

**Section 10**

Effective July 1, 2015, delete "forty dollars (\$40.00)" and insert "fifty dollars (\$50.00)" in its place.

**Article 24 Staff Development**

**Section G**

Increase each of the amounts listed under "Annual Amount" for Units Earned 1 through 12 by \$25.00 (e.g., \$100 increased to \$125, \$200 is increased to \$250, etc).

Add the following to the end of the "Annual Amount" and "Units Earned" columns:

\$1625 13  
\$1750 14

**Section H**

In the first line delete the phrase "Effective July 1, 2010,"

In the second and third lines delete "accredited two year or accredited four year college or university" and insert "accredited college or university" in its place.

In the third and fourth lines delete "\$500.00 (five hundred dollars)" and insert "\$750.00 (seven hundred fifty dollars) in its place.

In the eighth line delete "\$5,000.00 (five thousand dollars)" and insert \$7,500.00 (seven thousand five hundred dollars") in its place.

**Insert the following as a new section Drug and Alcohol Testing:**

Effective July 1, 2017;

A. Drug and Alcohol Testing

The following procedures shall govern the administration of the drug and alcohol screening process by the administration/management of the Cambridge Public Schools among members of this Unit to test for unauthorized use of a controlled substance and alcohol.

Testing will be conducted on those individual employees where the facts are sufficient to constitute reasonable suspicion of unauthorized use of a controlled substance and/or alcohol. The Cambridge Public Schools shall have the right to require that the employee submit without delay to a urinalysis test and/or a breath alcohol test.

Reasonable suspicion shall be based on information of objective facts obtained by the Cambridge Public Schools and the rational inferences which may be drawn from those facts. The credibility and reliability of information obtained shall be weighed in determining the presence or absence of reasonable suspicion.

The employee's conduct must be observed by at least two (2) administrators, supervisors or managers of the Cambridge Public Schools that have received training on reasonable suspicion, referral procedures and the drug and alcohol screening process. When an employee is confronted, a union representative should be made available. If no union representative is available, the employee may select another bargaining unit member to accompany him or her. The employee's selection of a union representative or other member of the bargaining unit to accompany him or her shall not undermine the right of the Cambridge Public Schools to require that the employee submit without delay to a urinalysis test and/or a breath alcohol test.

The employee to be drug and/or alcohol tested will be notified of the test requirement just prior to obtaining the urine sample and/or breath alcohol test. Advance notification of the testing will not be given, in any circumstances, to prevent the likelihood of urine sampling tampering.

The testing officer will maintain the sterility of the sample and the integrity of the sampling process, by executing a chain-of-custody process for the sample given and all related documentation. The sample shall be split into two parts. One part of the sample shall be tested. The other part of the sample shall be preserved for independent analysis in the event the first part of the sample tests positive, and the

employee wishes to dispute that finding. The results of the drug and/or alcohol test shall be reported to the Executive Director of Human Resources for the Cambridge Public Schools.

If an employee refuses to submit to a drug and/or alcohol screening test, under the agreement, it shall be considered insubordination warranting discipline under a just cause standard.

A result of .04 as a breath alcohol level will be sufficient for a positive confirmatory alcohol screening test.

An employee with a positive confirmatory drug and/or alcohol screening result will be suspended or discharged from employment under a just cause standard. An employee with two (2) positive confirmatory drug and/or alcohol screening results will be discharged from employment.

Nothing in this provision shall preclude the Cambridge Public Schools from disciplining or discharging an employee under a just cause standard for any misconduct engaged in by him/her collateral to the use of a controlled substance or the abuse of alcohol (e.g., assault and battery), provided that the fact of a positive screening result for a controlled substance or alcohol may not be used in any way in proving such misconduct.

An employee who tests positive for a controlled substance and/or alcohol shall be medically evaluated, counseled and treated for rehabilitation as recommended by the employee's personal medical provider.

An employee who completes a rehabilitation program will be retested randomly once every quarter for the following twenty-four (24) months. An employee who tests positive during the twenty-four (24) month period shall be subject to disciplinary action, up to and including discharge from employment. During this twenty-four (24) month period, a result of .04 as a breath alcohol level will be sufficient for a positive confirmatory alcohol screening test.

The Cambridge School Committee agrees that in connection with the implementation of the procedures set forth above governing the administration of the drug and alcohol screening process that the Cambridge Public Schools will, during the course of the 2017-2018 school year, provide training for administration/supervisors/management of the Cambridge Public Schools on reasonable suspicion, referral procedures and the drug and alcohol screening process, such training to be conducted by a trainer knowledgeable in these areas.

Where a member of the CEA Unit C alleges that the Cambridge School Committee has violated the terms of these procedures governing the administration of drug and alcohol screening in applying it to an employee, the



employee's union may file and pursue a grievance consistent with the terms of the grievance/arbitration provision of this collective bargaining agreement.

**II. Contract Clean-Up**

**Article 14 Personal Illness**

**Section 1**

Delete the last sentence of the fourth paragraph in its entirety. (Members have access to accrual balance in Novatime)

**Article 19 Medical Insurance**

**Section 5**

Delete this provision in its entirety (Deletion due to Treasury and IRS announcing all legal same-sex marriages will be recognized for federal tax purposes)

Adjust dates as necessary throughout collective bargaining agreement to reflect new term of collective bargaining agreement

**III. Economic Proposals**

July 1, 2015 - 3.4% on base wages (2.4% of which is a general across the board increase and 1% of which is in return for a 3% increase in the employee health insurance contribution rate from 12% to 15%, effective on this same date, for employees hired prior to July 1, 2012 (when 25% for new hires went into effect.)

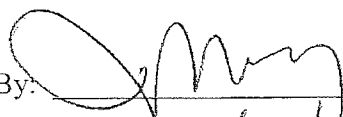
July 1, 2016 - 2% on base wages

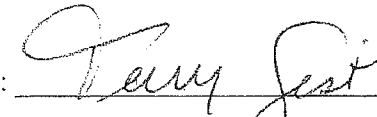
July 1, 2017 - 2.5% on base wages

With no increase on any other economic items in the collective bargaining agreement except as detailed in this tentative agreement.

Should, during the life of this contract, any City or School unit reach voluntary agreement with the City for a general across-the-board base wage increase greater in percentage than that provided to this Union, then the City and the Union agree to reopen the contract for the limited purpose of discussing base wages.

CAMBRIDGE SCHOOL COMMITTEE    CAMBRIDGE EDUCATION ASSOCIATION  
UNIT C

By:   
Date: 5/27/15

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Date: 5-27-15