



May 3, 2016

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Successor Collective Bargaining Agreement for  
Cambridge Education Association Unit E September 1, 2015 – August 31, 2018

**Recommendation:** That the School Committee approve the attached agreement between the Cambridge School Committee and the Cambridge Education Association Unit E for a collective bargaining agreement for the period of September 1, 2015 through August 31, 2018, which was ratified by their members.

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

- Clarification of grievance and arbitration procedure language
- Effective September 1, 2016, increase of substitute teaching rate to \$66.00
- Inclusion of new language regarding salary lane adjustments and inclusion of new language regarding provision of educational stipends
- Effective September 1, 2016, increase in health insurance waiver to \$1,600.00.
- Effective September 1, 2017, increase in health insurance waiver to \$1,800.00.
- Inclusion of provision granting members 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.

- Inclusion of new language regarding substance and alcohol testing
- Inclusion of new language regarding Hubway membership
- Effective September 1, 2016, increase emergency bystander stipend by \$50.00
- Effective September 1, 2017, increase emergency bystander stipend by \$50.00 and after application of September 1, 2017 cost of living increase for September 1, 2017, eliminate the emergency bystander stipend provision of the collective bargaining agreement in its entirety and in consideration for deletion of this section of the collective bargaining agreement add \$250.00 to the base.
- Effective September 1, 2016 increase the hourly before and after school stipend rate and hourly workshop participant rate to \$22.00 per hour
- Effective July 1, 2016 increase the hourly summer school stipend rate to \$25.00 per hour
- Inclusion of language clarifying payments for eleven month paraprofessionals
- Inclusion of language updating leaves in accordance with Massachusetts Parental Leave Act
- 2.4% base wage increase effective September 1, 2015
- 2.0% base wage increase effective September 1, 2016
- 3.5% base wage increase effective September 1, 2017(2.5% 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 April 1, 2013 (when 25% for new hires went into effect.)
- Contract clean up

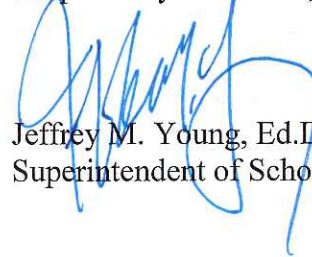
Funding for this agreement is to be made from the School Department budget. The financial costs for the settlement are as follows:

•	FY16	•	\$163,700
•	FY17	•	\$150,375
•	FY18	•	\$250,220

Supporting data:

Cambridge School Committee and Cambridge Education Association Unit E tentative agreement for a collective bargaining agreement effective from September 1, 2015 through August 31, 2018 dated March 24, 2016

Respectfully submitted,



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

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**Cambridge School Committee**

**and**

**Cambridge Education Unit E**

This document sets forth the tentative agreement between the Cambridge School Committee and the Cambridge Education Association Unit E for a collective bargaining agreement to be effective from September 1, 2015 through August 31, 2018, which shall be a successor to the parties September 1, 2012 through August 31, 2015 agreement. This tentative agreement is subject to ratification by both the Cambridge School Committee and the Cambridge Education Association Unit E.

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

**I. Economic Package**

September 1, 2015 - 2.4% on base wages

September 1, 2016 - 2% on base wages

September 1, 2017 - 3.5% on base wages (2.5% 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 April 1, 2013 (when 25% for new hires went into effect.)

**II. Substantive Language Changes**

**Article 3 Grievance and Arbitration Procedure**

**Section 3**

Delete current Step 3 language and insert the following in its place:

**Step 3**

If the grievance still remains unsolved, it shall be presented to the School Committee in writing within ten (10) business days after the response of the Superintendent is due. The School Committee shall respond in writing within twenty-five (25) business days after its second regularly scheduled meeting following the presentation of the grievance to the School Committee. Failure by the School Committee to respond within this period shall be construed as a denial of the grievance.

**Step 4**

If a grievance involving the interpretation or application of any provision of this Agreement shall not have been disposed of at Step 3 to the satisfaction of the Union, or if no decision is rendered within twenty-five (25) business days after the second regularly scheduled meeting of the School Committee, the Union may, within fifteen (15) business days, whatever is

sooner, notify the School Committee insisting that the grievance be brought to arbitration. The Union may submit the grievance to the American Arbitration Association to binding arbitration to be processed according to its rules. The costs for the services of the arbitrator, including per diem expenses and the actual and necessary travel and subsistence expenses, will be borne equally by the Cambridge School Committee and the Union.

#### **Section E, subsection 2**

Effective September 1, 2016, increase the substitute teaching rate to \$66.00. The substitute teaching rate will be pro-rated if the paraprofessional is substituting for a teacher in a program or school that is regularly scheduled as a seven or eight hour day.

### **Article 4 Salaries**

#### **Section D**

Delete current language of Section D in its entirety and insert the following new section in its place:

Any salary lane adjustment to which an employee is entitled to in September shall be based upon documentation of enrollment by July 15. Such documentation shall be based on an official document from the participating institution or increment credit. The salary lane adjustment will be implemented in September if the employee provides:

1. Documentation of enrollment by July 15.
2. By August 15<sup>th</sup> a letter from the Registrar on university/college stationery stating that the individual has successfully completed the course.
3. An official transcript must be received by October 1<sup>st</sup>.

It is the responsibility of the employee to follow the procedure listed above. On October 1<sup>st</sup> the salary adjustment may be rescinded for failure to provide official documentation of satisfactory completion of the course.

Separate from salary lane adjustments, effective September 1, 2016, unit members are eligible to receive an educational stipend of one hundred twenty-five (\$125.00) for each successfully completed unit of staff training which has been approved by the Principal or supervisor prior to the unit member starting the course, up to a maximum stipend of six hundred twenty-five dollars (\$625.00). The stipend shall be paid annually in December of each year based on documentation of successfully completed staff units of training as of October 31<sup>st</sup> of the same year.

A staff unit of training is defined as follows:

1. One (1) university, college, junior college or community college level course of three (3) credit hours.
2. Two internal courses or workshops of at least ten (10) hours each, offered by the school department for Paraprofessional Increment Credit, and taken after regular working hours and outside of the pool of 35 hours required for professional

development that is required by Article 6, subsection B(2) of the collective bargaining agreement between the parties.

Upon completion of the course or workshops, all documentation, including transcript, certification, or other evidence of satisfactory completion of the course, shall be provided to the Office of Human Resources to support eligibility for the educational stipend. The deadline for submission of this documentation is October 31. No salary credit will be given for courses offered or required during regular working hours, or for courses taken when the employer is compensating the individual for the time required to take the course.

Courses and internal workshops accorded Paraprofessional Increment Credit may be accumulated and applied towards either a salary lane adjustment or towards the educational stipend. Credits earned cannot be applied or counted towards both a salary lane adjustment and the educational stipend. The paraprofessional shall stipulate whether s/he wishes specific credit(s) earned to be applied towards a salary lane adjustment, or, towards the educational stipend at the time credits are submitted to the Office of Human Resources.

## **Article 10 Insurance**

### **Section A, Subsection D**

September 1, 2016 - Effective September 1, 2016 increase the health insurance waiver to \$1,600.00 (one thousand six hundred dollars).

September 1, 2017 - Effective September 1, 2017 increase the health insurance waiver to \$1,800.00 (one thousand eight hundred dollars).

Within sixty (60) days of ratification of the collective bargaining agreement by both parties, the City and school department will offer a one-time thirty (30) window for enrollment in the health insurance waiver to those members of Unit E who are currently un-enrolled in either any health insurance or health waiver.

## **Article 11 Sick Leave**

### **Section C**

Insert at end of last paragraph: 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 13 Extended Leaves of Absence**

### **Section A**

Delete "Massachusetts Maternity Leave Act ("MMLA") and insert Massachusetts Parental Leave Act ("MPLA") in its place (to align to revisions to M.G.L.c. 149, section 105D that went into effect on April 7, 2015)

## **Section B**

Insert the phrase ", or for placement of a child with the unit member pursuant to a court order" after the phrase "adopted child." (to align to revisions to M.G.L.c. 149, section 105D that went into effect on April 7, 2015)

### **Insert a new subsection 6 under Section B which states as follows:**

6. In accordance with the provisions of MPLA and for leaves under the MPLA, if both the unit member and his/her spouse work for the school district, then they are only entitled to eight weeks of leave in the aggregate for the birth or adoption of the same child.

### **Insert the following new section P:**

#### **Substance and Alcohol Testing**

- a. Controlled Substance Testing. Upon reasonable cause, the Cambridge School Committee will require an employee to be tested for the use of controlled substances.

Reasonable cause is defined as an employee's observable action, appearance or conduct that clearly indicates the need for a fitness-for-duty medical evaluation.

The employee's conduct must be witnessed by at least two (2) supervisors, if available. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor(s) addresses an employee, a union representative should be made available. If no union representative is present, the employee may select another hourly paid employee to accompany him/her.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior, or before the test results are released, whichever is earlier. In addition, a copy will be sent to the Union in a timely manner.

At the time the urine specimen is collected, the employee may opt to also give a blood sample. If the employee takes this option, the blood sample must confirm positive presence for the substance confirmed in the urine test. If no positive is confirmed in the blood specimen, the employee will be given a warning letter and offered an opportunity for rehabilitation as set forth below. However, if there is a second occasion where reasonable cause testing results in a positive urine test, then the employee will be subject to discharge.

If an employee is offered an opportunity for rehabilitation, the employee must meet with the Medical Review Officer or his/her designee to review

the test results. If the Medical Review Officer determines a specimen is positive, the employee will have five (5) calendar days to evaluate his/her situation with an approved Employee Assistance Program counselor and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence. The Cambridge School Committee will follow the final recommendations of the Medical Review Officer, who has consulted with the rehabilitation treatment professional as to the appropriate after-care protocol and post-rehabilitation unannounced drug testing.

It is understood that if the grievance procedure is utilized contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

- b. Alcohol Testing. Upon reasonable cause, the Cambridge School Committee will require an employee to be tested for the use of alcohol. Reasonable cause is defined as an employee's observable action, appearance or conduct that clearly indicates the need for a fitness-for-duty medical evaluation.

The employee's conduct must be witnessed by at least two (2) supervisors, if available. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor addresses an employee, a union representative should be made available. If no union representative is present, the employee may select another hourly paid employee to accompany him/her.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior. In addition, a copy will be sent to the Union in a timely manner.

An employee who is tested for reasonable cause and whose alcohol level is 0.020 to - 0.039 will be taken out of service for twenty-four (24) hours and receive a warning letter.

An employee who is tested for reasonable cause and whose alcohol level is 0.040 to 0.069 will be taken out of service for twenty-four (24) hours, referred to a Substance Abuse Professional (SAP) and suspended for ten (10) days. If the employee has committed another disciplinary offense, the results of the test may be used in support of the Employer's disciplinary action.

A second positive test of 0.020 or above is a dischargeable offense.

A positive test of 0.070 or above is a dischargeable offense.

A presumption exists that the employee was drinking on the job if the observation, time of testing and alcohol level combine to show the

employee's level was too high to have consumed alcohol prior to the employee's report time.

An employee taken out of service for a positive test result must have a negative test prior to returning to work.

If after a positive test result, an employee is removed from service, he/she will have five (5) calendar days to evaluate his/her situation with an approved SAP and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence. The Cambridge School Committee will follow the final recommendations of the SAP, working in conjunction with the Medical Review Officer, who has consulted with the rehabilitation treatment professional as to the appropriate aftercare protocol and post rehabilitation unannounced alcohol testing.

It is understood that if the grievance procedure is utilized contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

These provisions will apply to all employees requesting enrollment in a rehabilitation program following a positive alcohol test. Employees may use the Employee Assistance Program, a union sponsored program as well as any other referral service in choosing an approved program of treatment.

**Insert the following new section Q:**

Hubway Membership: Effective three months after the ratification, the City shall offer Hubway memberships to unit members on the same terms as non-union employees.

**Article 17 General  
Section D**

Effective September 1, 2016 increase the emergency bystander stipend by \$50.00 (fifty dollars).

Effective September 1, 2017 increase the emergency bystander stipend by \$50.00 (fifty dollars). Additionally, effective September 1, 2017, after application of the cost of living increase for September 1, 2017, this section of the collective bargaining agreement and the emergency bystander stipend will be eliminated in its entirety and in consideration for deletion of this section of the collective bargaining agreement \$250.00 (two hundred fifty dollars) will be added to the base.

**Article 19 Duration**

**Section A**

Change "September 1, 2012" to "September 1, 2015" and change "August 31, 2015" to August 31, 2018"

**APPENDIX SALARY SCHEDULES**

Delete the fourth paragraph in its entirety and insert the following in its place:

Effective September 1, 2016, the hourly before school and after school stipend rate and the hourly participant workshop rate will be \$22.00 per hour.

Effective July 1, 2016, the hourly summer school stipend rate will be \$25.00 per hour.

Insert at the end of the paragraphs in the Appendix Salary Schedules the following paragraph:

Eleven Month Paraprofessionals. Paraprofessionals who are employed in eleven month paraprofessional positions are paid an additional ten percent (10%) of the annual ten month salary of the unit member. If the unit member also receives an expanded day stipend, the amount of the expanded day stipend is not included in the ten percent calculation for the eleventh month.

**II. Contract clean-up**

Change dates to reflect term of new CBA

**Article 10 Sick Leave**

**Section D**

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)

**Article 17 General**

**Section O**

Delete this section in its entirety.

Make other adjustments in dates, as necessary, throughout CBA, to reflect term of new CBA.

Cambridge School Committee

By: 

Date: 

Cambridge Education Association

Unit E

By: 

Date: 3-24-16