



June 19, 2018

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Cambridge Education Association Unit C Collective Bargaining Agreement,
7/1/18 – 6/30/21

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, 2018 through June 30, 2021, 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 – 7/1/18-6/30/21

- 2.5% base wage increase effective July 1, 2018
- 2.5% base wage increase effective July 1, 2019
- 2.5% base wage increase effective July 1, 2020

With no increase on any other economic items in the collective bargaining agreement.

Adjustment in dates in grievance procedures

Removal of Evacuation Day from list of holidays and elimination of half day prior to day before Christmas and day before New Year's

Adjustment in sick leave bank language

Increase in amount of sick leave incentive plan and adjustment of language in article

Removal of language regarding option to exclude up to \$5,000 of sick leave buy back monies as a one-time transfer to a 403B plan at the time of retirement.

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Inclusion of requirement that all unit members will be required to have direct deposit and will receive direct deposit paycheck notifications only via their school district email account. Any unit members hired prior to June 30, 2018 who do not have direct deposit as of June 30, 2018 will be exempt from this requirement.

Removal of first three steps from clerk salary schedule

Elimination of past practice of clerks always starting employment at Step 1 of salary schedule

Elimination of language regarding seniority in placement in vacancies

Creation of senior clerk salary schedule

Effective July 1, 2019 increase in number of days in work schedule for clerks

Adjustments in drug and alcohol testing language

Increase in stipend rate for emergency training to \$350.00

Clean up of contract language

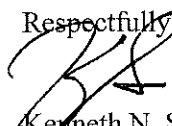
Funding for this agreement is to be made from the School Department budget. The financial costs for the settlement are as follows:

FY19	\$138,968
FY20	\$85,680
FY21	\$87,822

Supporting Data:

Cambridge School Committee and Cambridge Education Association Unit C tentative agreement for a collective bargaining agreement effective from July 1, 2018 through June 30, 2021 dated June 8, 2018

Respectfully submitted,



Kenneth N. Salim, Ed.D.
Superintendent of Schools

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 collective bargaining agreement to be effective from July 1, 2018 through June 30, 2021, which shall be a successor to the parties' July 1, 2015 through June 30, 2018 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 2015-2018 collective bargaining agreement shall continue in the successor agreement except as modified below.

I. Language Proposals

Article 4 Grievance and Arbitration Procedures

Step 1

In the second line delete "ten (10) business days" and insert "fifteen (15) business days" in its place.

Step 2

In the second line delete "ten (10) business days" and insert "twenty-five (25) business days" in its place.

Step 3

In the second line delete "ten (10) business days" and insert "twenty-five (25) business days" in its place.

Article 11 Holidays

Section 1

Delete "and Evacuation Day" from the second last sentence in this section.

Article 13

Section 1 Personal Illness

Delete the last sentence of the last paragraph in its entirety.

Section 2 Sick Leave Bank

In the second paragraph of the section, delete ", 2015" and insert in its place "of each school year."

In the third paragraph of the section in subsection a, delete "employees" and insert "members of the bargaining unit" in its place.

In the third paragraph of the section in subsection b, delete the second sentence of the section in its entirety.

In third paragraph of the section in subsection c, delete the first two sentences of the subsection in its entirety. Delete the third sentence of the subsection in its entirety and insert the following in its

place: The Superintendent has the right to request additional supporting medical information or to require an independent medical examination.

In third paragraph of this section in subsection d, delete the phrase “she can be allotted” and insert the following in its place” the effective date of the additional”

Article 13 Sick Leave

Section 3 Sick Leave Incentive Plan

Delete “Sick Leave” in title of section 3 and insert “attendance” in its place.

In exchange for delete the phrase “two (2) or fewer” and inserting “one (1)” in its place, increase the rate for full-time employees to \$300 and the rate for part-time employees to \$250.

Delete first sentence of second paragraph of section 3 of Article 13 in its entirety and insert the following in its place:

Unpaid days off are considered sick days for purposes of this provision.

The attendance incentive will only be paid to a member of the bargaining unit who is an active employee within the Cambridge Public Schools and not to a member of the bargaining unit who is on a leave of absence from their employment.

Article 14 Temporary Leaves of Absence

Section A

Delete the second sentence in its entirety.

Article 16 Salaries and Salary Schedule

New Section D

Insert a new second paragraph which states: Effective June 30, 2018 all unit members will be required to have direct deposit and will receive direct deposit paycheck notifications only via their school district email account. Any unit members hired prior to June 30, 2018 who do not have direct deposit as of June 30, 2018 will be exempt from this requirement.

Salary Schedules

Effective July 1, 2018 drop steps 1, 2, and 3 from the Clerk Salary Schedule and renumber the remaining steps in the Clerk Salary Schedule

AND

Eliminate past practice of all clerks always starting employment at Step 1 of Clerk Salary Schedule

AND

Article 6 Vacancies and Transfers

Section B

Delete the first sentence of this section in its entirety.

IN EXCHANGE FOR

5

Creation of a Senior Clerk Salary Schedule as detailed in the attached chart at Attachment A.

All current school clerks* would move to the newly created Senior Clerk salary schedule effective as of July 1, 2018 and each of these current school clerks would be placed on a step in the newly created Senior Clerk salary schedule to give them an incremental pay increase. The current hourly and monthly work schedule of the school clerks would not change as a result of their being moved to the newly created Senior Clerk salary schedule effective as of July 1, 2018. This change would not impact current school clerks who are on the Senior Clerk II or Clerk Specialist salary schedule and those individuals would remain on their current salary schedules.

**For purposes of this section, school clerks are defined as the clerks who work in the main office of the elementary schools, the upper schools, CRLS, RSTA and the High School Extension Program. A complete list of the school clerks included in this definition are detailed in the attached list at Attachment B.*

AND

Article 7 Hours of Work

Section 6

Effective July 1, 2018, delete "five (5)" in the first sentence and insert "ten (10)" in its place.

Section 7

Delete section 7 in its entirety and insert the following in its place:

Effective, July 1, 2019, the work schedule for elementary and upper school clerks is eleven (11) months per year, eight (8) hours per day, forty (40) hours per week. This 11-month work schedule is defined as the school academic year for students, plus a full twenty-five (25) additional days to be worked between the end of one school year and the start of the next and/or during school vacation periods if so requested by the administrator and agreed to by the clerk. The work year for 11-month elementary and upper school clerks commences on the third Tuesday in August during the week that administrators return to work for school opening.

AND

Article 11

Section 1 Holidays

In the third sentence of the third paragraph, delete the phrase "a half (1/2) of" in the last sentence of the third paragraph and remove the reference to "1/2" where it appears in chart immediately following this paragraph with respect to day before Christmas and/or the day before New Year's.

Article 20, Maternity Leave

Change title of Article from "Maternity Leave" to "Parental Leave"

Section 1

Delete the phrase "purpose of giving," delete the word ", and" after the word "birth" and insert the phrase "of a child" after the word "birth."

Insert the phrase "of a child" after the word "adoption"

Section 2

Delete the two occurrences of the word “maternity” and insert “parental” in each place.

Article 24 Drug and Alcohol Testing

Change title of article to “Substance and Alcohol Testing”

Delete the current text of Article 24 and insert the following in its place:

- 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. 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 building union representative should be made available. If no building union representative is present, a CEA officer will be contacted and the employee may select another CEA member 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. 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 building union representative should be made available. If no building union representative is present, a CEA officer will be contacted and the employee may select another CEA member 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.

c. If during the term of this collective bargaining agreement, the Medical Review Officer that is used by the City and CPS begins to utilize saliva or other scientifically valid tests for the presence of marijuana, the School Committee agrees to discuss with the CEA the use of such alternate testing procedures.

Article 25 Emergency Training

Section C

Delete "\$200.00" and insert "\$350.00" in its place.

II. Contract Clean-Up

Align dates throughout contract where applicable to reflect dates of successor collective bargaining agreement

Article 12 Vacation

Section 3, subsection H

In the last sentence, delete "thereof" and insert "therefore" in its place.

Article 15 Extended Leave of Absence

Section 5

Delete "Massachusetts Maternity Leave Act ("MMLA")" and insert "Massachusetts Parental Leave Act" in its place.

Article 18 Medical Insurance

Section 2

Delete the first sentence of this section in its entirety.

Article 22 General Provisions

Section 3

Delete the word "creed" and insert after the word "sex" the following: sexual orientation, gender identity, pregnancy, pregnancy-related condition, religion, disability, genetic information"

Section 10

Delete the phrase "fifty (\$50.00)" and insert "sixty (\$60.00) in its place.

III. Economic Proposal

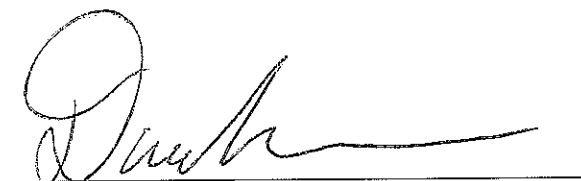
July 1, 2018 – 2.5%

July 1, 2019 - 2.5%

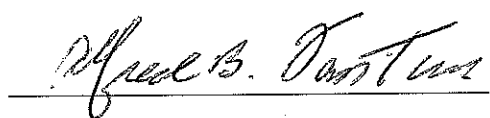
July 1, 2020 – 2.5%

With no increase on any other economic items in the collective bargaining agreement

CAMBRIDGE EDUCATION ASSOCIATION
UNIT C



CAMBRIDGE SCHOOL COMMITTEE



ATTACHMENT A

PROPOSED NEW SALARY SCHEDULE: "Senior Clerk" Add to Existing Structure																
Lane 1							Lane 2 - Associates Degree				Lane 3- Bachelors Degree					
Step	Hourly Rate	ASSOCIATES DEGREE		BACHELORS DEGREE		Full Time	11 Month (200 Days)	10 Month (190 Days)	AS Full		AS 11 Mo (200 days)	AS 10 mo (190 days)	BA Full		BA 11 Mo (200 days)	BA 10 mo (190 days)
		Step	Hourly Rate	Step	Hourly Rate				AS Full	AS 11 Mo (200 days)			BA Full	BA 11 Mo (200 days)		
1	24.42	1	24.69	1	24.97	50,794	39,072	37,118	51,358	39,506	37,530.49	51,942.15	39,955.50	37,957.72		
2	24.97	2	25.24	2	25.51	51,938	39,952	37,954	52,504	40,388	38,368.52	53,066.44	40,820.33	38,779.32		
3	25.60	3	25.87	3	26.15	53,241	40,954	38,907	53,817	41,398	39,327.73	54,393.10	41,840.84	39,748.80		
4	26.25	4	26.53	4	26.80	54,601	42,000	39,900	55,177	42,444	40,321.45	55,752.92	42,886.86	40,742.52		
5	26.92	5	27.19	5	27.47	55,983	43,064	40,911	56,560	43,507	41,332.02	57,135.80	43,950.61	41,753.08		
6	28.24	6	28.52	6	28.80	58,749	45,192	42,932	59,325	45,635	43,353.14	59,901.55	46,078.11	43,774.21		
7	28.93	7	29.21	7	29.49	60,178	46,291	43,976	60,754	46,734	44,397.39	61,390.52	47,177.32	44,818.46		
8	29.62	8	29.91	8	30.18	61,607	47,390	45,021	62,206	47,851	45,458.48	62,782.54	48,294.26	45,879.55		

ATTACHMENT B

Amigos School Main Office Clerk

Baldwin School Main Office Clerk

Cambridgeport School Main Office Clerk

Fletcher/Maynard School Main Office Clerk

Graham & Parks School Main Office Clerk

Haggerty School Main Office Clerk

Kennedy/Longfellow School Main Office Clerk

King School School Main Office Clerk

King Open School Main Office Clerk

Morse School Main Office Clerk

Peabody School Main Office Clerk

Tobin Montessori School Main Office Clerk

Cambridge Street Upper School Main Office Clerk

Putnam Avenue Upper School Main Office Clerk

Rindge Avenue Upper Main Office Clerk

Vassal Lane Upper School Main Office Clerk

High School Extension Program School Main Office Clerk

CRLS-General Main Office Clerk

CRLS-General Main Office Clerk

Rindge School of Technical Arts Main Office Clerk