



June 19, 2018

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Cambridge Education Association Unit D Collective Bargaining Agreement,
9/1/18 – 8/31/21

Recommendation: That the School Committee approve the attached agreement between the Cambridge School Committee and the Cambridge Education Association Unit D for a collective bargaining agreement for the period of September 1, 2018 through August 31, 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 – 9/1/18-8/31/21

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

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

Adjustment in dates in grievance procedures

Effective September 1, 2019 creation of induction program of up to four hours at the rate of \$20.00 per hour for all newly hired substitutes

Inclusion of provision that all eligible building substitutes and general substitutes who decline City health insurance are eligible for health insurance waiver

Inclusion of provision that eligible building substitutes and general substitutes who lose alternative health insurance through no fault of their own will be entitled to enroll in City plan

Inclusion of provision agreement to request that Cambridge Public Employees Dental and Vision Fund modify its eligibility requirements so that members of this bargaining unit who are eligible for health insurance benefits can participate in City Fund's dental and vision care plans.

Adjustments in holiday language including compensating general substitutes who substitute the day before and the day after a holiday

Adjustments in professional development language with increase in rate to \$21.00 effective September 1, 2018 and increase in rate to \$25.00 effective September 1, 2020

Adjustments in school facilities language and provision of language that building substitutes will be issued a school department photo identification card

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	\$60,109
FY20	\$61,612
FY21	\$63,152

Supporting Data:

Cambridge School Committee and Cambridge Education Association Unit D tentative agreement for a collective bargaining agreement effective from September 1, 2018 through August 31, 2021 dated June 4, 2018

Respectfully submitted,



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

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Cambridge School Committee

and

Cambridge Education Association Unit D

This document sets forth the tentative agreement between the Cambridge School Committee and the Cambridge Education Association Unit D for a collective bargaining agreement to be effective from September 1, 2018 through August 31, 2021, which shall be a successor to the parties' September 1, 2015 through August 31, 2018 agreement. This tentative agreement is subject to ratification by both the Cambridge School Committee and the Cambridge Education Association Unit D.

The language of the 2015-2018 collective bargaining agreement shall continue in the successor agreement except as modified below.

I. Language Proposals

Article 5 Grievances

Level One

In the second and third lines of the first sentence of the first paragraph delete "ten (10) school days" and insert "fifteen (15) business days" in its place.

Delete the second and third sentences of the first paragraph in their entirety and insert the following in its place: "The grievant shall receive a written response from the principal/head of upper school or designee within twenty-five (25) business days."

Level Two

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

In the second sentence delete "to the Association" and insert "from receipt of the Level II grievance from the Association" in its place.

Article 7 Work Hours and Load

Insert a new section 4

Insert a new section 4 which provides as follows:

Effective as of September 1, 2019, all newly hired substitutes shall be required to participate in a new substitute induction program of not more than four (4) hours duration, at the rate of \$20.00 (twenty dollars per hour). This induction program will be developed by the School Department and the Association and may be in an electronic format.

Article 10 Health Benefits

Insert a new Section 4

Eligible Building substitutes and general substitutes who decline City Health Insurance, but have health insurance coverage through another source, not contributed to by the City, are eligible to receive an annual sum of \$1,600.00 (one thousand six hundred dollars) payable on a monthly basis at the rate of \$133.34 (one hundred thirty-three dollars and thirty-four cents per month, for as long as the individual remains eligible for such payments in accordance with the rules and procedures established by the City of Cambridge. This payment shall not be included in pay for any other purpose.

Insert a new Section 5

Eligible Building substitutes and general substitutes who lose the alternative health insurance through no fault of their own (e.g., spouse loss of job and hence insurance) will be entitled to enroll in the City plan outside of open enrollment periods with no waiting periods or preexisting condition limitations. Building substitutes eligible for health insurance can elect coverage at open enrollment without limitation as to other coverage.

Insert New Section 6

Dental and Vision Insurance

The School Committee agrees to request that the Cambridge Public Employees Dental and Vision Fund modify its eligibility requirements so that members of this bargaining unit who are eligible for health insurance benefits under Article 10 will participate in the Fund's dental and vision care plans. If the Fund is agreeable to its request, the City anticipates that any newly-covered members will be eligible for benefits under these plans on or around September 1, 2019. The School Committee would further agree to contribute up to \$13.00 per week per member. All costs above \$13.00 per week would be shared on a fifty percent (50%) basis between the employer and the employee.

Article 11 Holidays

Insert at the end of the last sentence of the first paragraph the following phrase:

provided, however, that there shall be no right to a holiday or holiday pay when the School Committee schedules a school day. General substitutes will be compensated for these holidays when they have substituted the school day prior to and the school day following the holiday.

Change "Columbus Day" to "Indigenous Peoples Day"

Insert "Day after Thanksgiving"

Change "Washington's Birthday" to "Presidents Day"

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Insert "Patriots Day"

Insert "Yom Kippur"

Insert "Rosh Hashanah"

Insert "Eid"

Article 13 Professional Development

Number each of the paragraphs in the Article

In the first paragraph, second delete the phrase "posting in schools, and shall be given to the Association at its regular place of business" and insert the following in its place "an online listing that will be periodically updated throughout the school year of professional development available to substitute teachers."

In the second and third paragraphs, delete "\$20.00" and insert "\$21.00"

In the third paragraph delete the phrase "effective as of September 1, 2016"

Insert at the end of the second and third paragraphs of this Article the following sentence: Effective September 1, 2020, the rate shall increase to \$25.00 per hour.

Article 15 Use of School Facilities

Delete the phrase "Use of" from the title of the Article

Number the first paragraph under the article as "1"

Insert a new numbered "2" paragraph which states the following:

Building substitutes will be issued a school department photo identification card.

Article 18 General

Insert a new Section 4

If any provisions of the Agreement or any application of the Agreement to any employee or group of employees, shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect for the duration of this Agreement.

II. Contract Clean-Up

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

Article 9 Sick Leave

In the last paragraph of the article delete "Massachusetts Maternity Leave Act (MMLA)" and insert "Massachusetts Parental Leave Act (MPLA)" in its place.

Article 10 Health Benefits

Section 1, subsection (a)

Delete the second sentence of the first paragraph in its entirety.

III. Economic Proposal

Article 12 Salaries

September 1, 2018 – 2.5%

September 1, 2019 – 2.5%

September 1, 2020 – 2.5%

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

CAMBRIDGE EDUCATION ASSOCIATION
UNIT D

CAMBRIDGE SCHOOL COMMITTEE

