



September 25, 2018

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Cambridge Education Association Unit E Collective Bargaining Agreement,
to be effective September 1, 2018 through August 31, 2021

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, 2018 through August 31, 2021, which was ratified by 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

Inclusion of language regarding granting leaves of absence for paraprofessionals to assume extended term substitute teaching positions

Adjustment in number of days in processing of grievances

Increase in the substitute teaching rate effective September 1, 2019

Clarification of circumstances when paraprofessional is eligible to be paid substitute teaching rate

Creation of a new paraprofessional induction program effective September 1, 2019

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.

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 September 1, 2018 who do not have direct deposit as of September 1, 2018 will be exempt from this requirement.

Adjustment in accrual date for sick leave

Adjustment in dates utilized in sick leave bank language and clean-up of language with respect to procedural operations related to sick leave bank committee

Clarification in language as to eligibility for attendance incentive plan

Increase in amount paid to individuals for tuition reimbursement and total amount of tuition reimbursement pool

Increase in amount of stipend for unit members in kindergarten, junior kindergarten or pre-school class or who are primarily assigned to a classroom that requires them to primarily and regularly deal with custodial care procedures.

Change language to provide for equal sharing of costs of paying for printing of copies of collective bargaining agreement

Adjustments in language related to substance and alcohol testing

Inclusion of provision permitting unit members who purchase t-passes through payroll deduction who are receiving paychecks in the summer months to be eligible for t-pass reimbursement during these months

Effective September 1, 2019 provision of a professional educator stipend for the purpose of affording unit members with the opportunity for independent professional growth

Side letter agreement for adding two unit members to existing advisory Diversity Committee

Side letter agreement creating an Evaluation Form Working Committee

Side letter agreement creating a Professional Development Joint Working Group

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Effective September 1, 2019, creation of the inclusion of a Master's Degree column

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 \$203,980

FY20 \$275,943

FY21 \$248,137

Supporting Data: Cambridge School Committee and Cambridge Education Association Unit
E tentative agreement for a collective bargaining agreement effective from
September 1, 2018 through August 31, 2021.

Respectfully submitted,



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

**TENTATIVE AGREEMENT BETWEEN THE
CAMBRIDGE SCHOOL COMMITTEE AND
CAMBRIDGE EDUCATION ASSOCIATION 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, 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 E.

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

I. Language Proposals

Article 1 Recognition

Section 3

Delete the phrase "and who work thirty (30) or more days"

Article 4 Salaries

Section E, New subsection 9

Insert a new subsection which states:

Paraprofessionals with at least a Bachelor's degree from an accredited college/university requesting and being granted an approved leave of absence through the Office of Human Resources to assume an Extended Term Substitute position of one year or less shall remain members of the CEA Unit E bargaining unit, and maintain dental/vision insurance coverage, holiday pay, sick leave accumulation and other fringe benefits as eligible under the CEA Unit E collective bargaining agreement as then in effect. The daily pay rate shall be the same as what is accorded to Extended Term Substitutes in CEA Unit D collective bargaining agreement as then in effect. If the paraprofessional who has been granted an approved leave of absence through the Office of Human Resources to assume an Extended Term Substitute position is working in a school with Extended Learning Time and has been selected to work as an Extended Term Substitute for a teacher that works during Extended Learning Time hours on a regular basis, then while serving as an Extended Term Substitute, the paraprofessional shall also be paid the Extended Term Substitute rate for the additional hours worked at the Extended Learning Time school as set forth in the Extended Learning Time Agreement between the Cambridge School Committee and the Cambridge Education Association as then in effect.

Section F

Insert a new second paragraph which states: Effective September 1, 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 September 1, 2018 will be exempt from this requirement.

Article 3 Grievance and Arbitration Procedures

Step 1

In the second sentence delete "fifteen (15) business day" and insert "twenty-five (25) business days in its place.

Step 3

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

Step 4

Delete the first sentence in this step in the grievance process in its entirety and insert the following in its place: If a grievance involving the interpretation or application of any provision of this Agreement shall either (i) not have been disposed of at Step 3 to the satisfaction of the Union, or (ii) not have had a decision rendered within twenty-five (25) business days after the second regularly scheduled meeting of the School Committee, then the Union may, within fifteen (15) business days of the date of that event, whichever is sooner, notify the School Committee that the grievance be brought to arbitration.

Article 4 Salaries

Section E, subsection 2

Effective September 1, 2019, increase the substitute teaching rate to \$72.00.

Section E, subsection 7

Insert at the end of the current paragraph: or (iv) the paraprofessional is substituting for a full forty-minute period or longer class period in the case when a teacher is absent from school or is on an approved staff-on-assignment, or (v) the paraprofessional is regularly scheduled to cover a substantially separate classroom teacher's preparation period which has been pre-approved by the Office of Student Services.

Article 6 Work Hours, Work Week and Work Year

Insert a new Section H

Insert a new section H which provides as follows:

Effective as of September 1, 2019, all newly hired paraprofessionals shall be required to participate in a new paraprofessional induction program of not more than eight (8) hours duration during the two weeks in August prior to the date on which Unit E members report to work, at the rate of \$20.00 per hour. This induction program will be developed by the School Department and the Association. Paraprofessionals who are hired after the annual induction program has occurred will be able to attend the induction program the following year at the rate of \$20.00 per hour. In August 2020, when the first induction program is held, all unit members will have the option to attend the induction program and be compensated at the rate of \$20.00 per hour.

Article 10 Insurance

Section A

Subsection 1

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

In the fourth sentence of the first paragraph of this subsection delete the word "Additionally,"

In the fourth sentence of the first paragraph of this subsection delete the words "increase to" and insert "be" in its place.

Delete the second full paragraph of this subsection in its entirety.

Section C

Delete the phrase "City Health & Welfare Trust Fund" and insert "Cambridge Public Employees Dental and Vision Fund" in its place.

Article 11 Sick Leave

Section A

Effective as of the first occurrence of September 1st after the date of ratification of the tentative agreement for a successor collective bargaining agreement, in the first sentence of this section, delete "September 30th" and insert "September 1st" in its place.

Section C

Delete second sentence of last paragraph of section in its entirety.

Section D

Subsection 1

Delete "July 1st" and insert "August 1st" in its place in the first sentence of the subsection.

Insert the phrase "for the use of members during the upcoming school year" at the end of the first sentence of the subsection.

Delete "June 30" and insert "July 31" in its place in the second sentence of the subsection.

In the second sentence in the subsection delete the phrase "cease and a new bank will be funded as of the following July 1" and insert "be reduced to zero" in its place.

Subsection 3, A

Delete the word "Association" and insert "bargaining unit" in its place

Subsection 3, B

Delete the second sentence in its entirety

Subsection 3, C

Delete this subsection in its entirety

Subsection 3, D

Re-letter this subsection as subsection C and delete the phrase "examination by the City's chief medical officer or his representative" and insert "an independent medical examination or additional medical documentation be submitted to Human Resources" in its place.

Section E

Insert at the end of the Section E of Article 11 Sick Leave, the following:

Unpaid days off and personal days chargeable as sick days 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 17 General**Section I**

Delete "and addresses" in both the first and second sentences of the section and insert "addresses and work email addresses" in its place in both the first and second sentences of the section.

Section K

Delete this section in its entirety and insert in its place: "The Association and the Committee shall share equally in the cost of printing this agreement."

Section M

Delete "five hundred dollars (\$500.00)" and insert "\$1,000 (one thousand dollars)" in its place.

In the third year of the collective bargaining agreement delete "fifteen thousand dollars (\$15,000.00)" and insert "thirty thousand dollars (\$30,000.00)" in its place.

Section N

Delete the sentence "Such stipend will be paid in a separate check at the end of the school year" in its entirety.

Delete "one hundred dollars (\$100.00)" and insert "one hundred twenty-five dollars (\$125.00)" in its place.

In the third year of the collective bargaining agreement, delete "one hundred twenty-five dollars (\$125.00)" and insert "one hundred fifty dollars (\$150.00)" in its place.

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Section O

Subsection A

In the first sentence of second paragraph delete the phrase “, if available.”

In the fourth sentence of the second paragraph:

Insert “building” before the word “union”

Insert the phrase “a CEA officer will be contacted and” before the phrase “the employee”

Delete the phrase “hourly paid employee” and insert the phrase “CEA member” in its place.

Subsection B

In the first sentence of second paragraph delete the phrase “, if available.”

In the fourth sentence of the second paragraph:

Insert “building” before the word “union”

Insert the phrase “a CEA officer will be contacted and” before the phrase “the employee”

Delete the phrase “hourly paid employee” and insert the phrase “CEA member” in its place.

Insert a new Subsection C

- 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 18 T-Pass Reimbursement

Make current Article 18 Section Q of Article 17 and renumber subsequent Articles in the collective bargaining agreement.

Insert the following sentence at the end of the current section:

Paraprofessionals who purchase T-passes through the payroll deduction process and who are receiving are receiving paychecks during the summer months shall be eligible for T-pass reimbursement during these months.

Insert a New Section R which provides the following

Effective September 1, 2019, there shall be a \$200.00 (two hundred dollar) professional educator stipend for the purpose of affording unit members with the opportunity for independent professional growth.

Effective September 1, 2020, there shall be a \$300.00 (three hundred dollar) professional educator stipend for the purpose of affording unit members with the opportunity for independent professional growth.

Enter into a side letter agreement which states the following:

The Committee and the CEA agree that there shall be two (2) Unit E members designated by the CEA president to join the current existing advisory Diversity Committee that is co-chaired by the Superintendent or designee and the CEA President. This Diversity Committee shall be advisory to the Superintendent and the purpose of the Diversity Committee shall be to bring forward to the Superintendent issues of diversity identified by the CEA and to develop advisory recommendations to the Superintendent with respect to such issues. The terms of this side letter shall expire on August 31, 2020 and shall not continue unless the parties mutually agree to the continuation of the terms of this side letter.

Enter into a side letter which states the following:

The Committee and the CEA agree that there shall be an Evaluation Form Working Committee which shall be co-chaired by the CPS Executive Director of Human Resources and the President of the CEA. In addition, the working group shall be comprised of three (3) other Unit E members who shall be designated by the CEA President and three principals or administrators designated by the Superintendent. This Working Committee shall meet on a schedule agreed to by the co-chairs. The terms of this side letter shall expire on August 31, 2021.

Enter into a side letter agreement which states the following:

The Committee and the CEA agree that there shall a Professional Development Joint Working Group consisting of three (3) Unit E members designated by the CEA president and up to three (3) administrators designated by the Superintendent. This Joint Working Group on Professional Development shall be co-chaired by one individual designated by the Superintendent and by one individual designated by the CEA. This Professional Development Working Group shall be advisory to the Superintendent. The work of the Joint Working Group is determined by the co-chairs of the Joint Working Group and members of the Joint Working Group. The meeting frequency of this Joint Working Group shall be bi-monthly or at any other frequency as jointly agreed to by the co-chairs of the Joint Working Group. The terms of this side letter shall expire on August 31, 2021.

Appendix Salary Schedules

Effective September 1, 2019 create a Master's Degree column in the amount of \$1000 (one thousand dollars) above the Bachelor's Degree column.

II. Contract Clean-Up

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

Article 17 General

Section D

Delete the first and thirds sentences in the third paragraph of the Article in its entirety.

Delete the fourth and fifth paragraphs in their entirety.

Insert the following sentence at the end of the Article: Effective September 1, 2017, the previously distributed stipend was added to the base salary and a portion of that stipend is included in each paycheck.

Appendix Salary Schedules

(in accordance with September 5, 2017 agreement between the parties)

Delete the Eleven Month Paraprofessional paragraph in its entirety and insert the following in its place:

Eleven Month Paraprofessionals: Paraprofessionals who are employed in eleven month paraprofessional positions are paid an additional 12.57 percent of the annual ten-month salary of the Unit E member. If the unit member also receives an expanded day stipend, the amount of the expanded day stipend is not included in this 12.57 percent calculation for the eleventh month.

III. Economic Proposal

Article 4 Salaries

Section A

September 1, 2018 – 2.5% on base wages

September 1, 2019 – 2.5% on base wages

September 1, 2020 – 2.5% on base wages

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

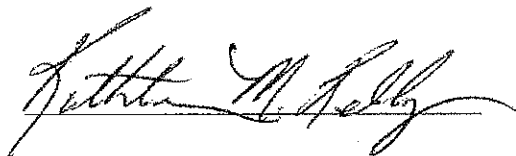
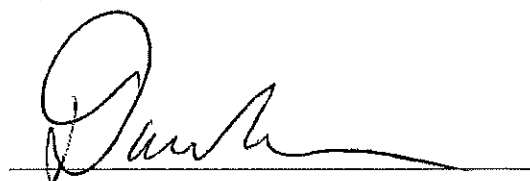
Reopener language: Should, during the life of the collective bargaining agreement for the period of September 1, 2018 through August 31, 2021, the School Committee, after receipt of a recommendation from the Superintendent, determine to make any adjustments or changes in either the length of the school year and/or school day for students and/or the length of the work year and/or work day for members of CEA Unit E, to have the most beneficial impact on improving student achievement for all students, then in consideration of those changes and

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adjustments, the School Committee and the CEA agree to reopen the collective bargaining agreement for the limited purpose of discussing time, compensation and language modifications related to such changes and adjustments.

CAMBRIDGE SCHOOL COMMITTEE

CAMBRIDGE EDUCATION ASSOCIATION
UNIT E

A handwritten signature in cursive script, appearing to read "Kathleen M. Kelly", written over a horizontal line.A handwritten signature in cursive script, appearing to read "Dan", written over a horizontal line.