

AGREEMENT

BETWEEN

THE

CAMBRIDGE SCHOOL COMMITTEE

AND

THE CAMBRIDGE PROFESSIONAL
SAFETY

SPECIALISTS ASSOCIATION

JULY 1, 2012 THROUGH JUNE 30, 2015



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Recognition Clause	1
2	Bargaining Procedure	1
3	Grievance Procedures	2
4	Deductions/Union Dues	5
5	Agency Fee	5
6	Seniority	5
7	Filling of Positions	6
8	Work Hours, Work Week, Work Year	7
9	Holidays	12
10	Facilities	12
11	Use of Facilities	13
12	Evaluation	13
13	Protection	13
14	Personal Injury	14
15	Health Benefits/Insurance	15
16	Tax Shelter Annuity	17
17	Sick Leave	17
18	Sick Leave Bank	18
19	Leaves of Absence	20
20	No Strike	24
21	Salaries	24
22	MBTA Pass Reimbursement	28
23	Chapter 41, Section III E (Annotated Laws)	28
24	General	28
25	Recommendation	29
26	School Committee Rights	29
27	Termination of Employment	30
28	Longevity	31
29	Professional Development	31
30	Reimbursement for use of Personal Vehicle	31
31	Details	32
32	Common Outfit for Athletic School Events	32
33	Drug and Alcohol Testing	33
34	Joint Labor/Management Committee	34
	Memorandum of Understanding	36

ARTICLE 1
RECOGNITION CLAUSE

The Cambridge School Committee hereinafter referred to as "Committee" recognizes the Professional Safety Specialists Association hereinafter referred to as the "Association" for the purpose of collective bargaining as the exclusive representative of the Association consisting of all regularly appointed Professional Safety Specialists of the Cambridge School Department. The group will be known as the Professional Safety Specialists Association (P.S.S.A.).

There shall be two units:

- (1) the Safety Specialists; and
- (2) the Liaison Coordinators.

ARTICLE 2
BARGAINING PROCEDURE

A. Not later than April 1st of the contract year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor agreement in accordance with the procedure set forth herein in good faith effort to reach agreement concerning safety employees' wages, hours, and other conditions of their employment. Any agreement so negotiated will apply to all P.S.S.A. members and will be reduced to writing and signed by the School Committee and the Association.

B. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. The Committee will make available to the Association for inspection all pertinent public records of the school system. Either party may, if it so desires, utilize the services of an outside consultant and may call upon professional and lay representatives to assist in the negotiations.

C. The Association and the Committee agree that each has a right to bargain for any provision that it wishes in the preparation of this contract. Each expressly waives the right to reopen the contract for any changes unless mutually agreed upon by the Association and the Committee.

D. TERM OF CONTRACT. The terms and conditions of this contract shall be effective July 1, 2012 through June 30, 2015. It is further agreed that upon receipt prior to April 1, 2015 of written notice from the Association of its desire to negotiate a new contract, the new contract will begin on July 1, 2015. The contract may by mutual agreement be extended beyond July 1, 2015 if negotiations for a successor agreement have not been completed.

ARTICLE 3
GRIEVANCE PROCEDURES

The purpose of this procedure is to produce prompt and equitable solutions to those complaints, which, from time to time, may arise involving the wages, hours, or the conditions of employment of the members.

The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the complaint involved at the procedural level involved.

Nothing herein shall prohibit a unit member from attempting to resolve complaints informally with his/her immediate supervisor prior to initiating the formal procedure set forth below.

A. DEFINITION:

A grievance shall mean a complaint that there has been as to a member a violation, misinterpretation or inequitable application of any of the provisions of this contract. As used in this Article the term "member" shall also mean a group of members having the same grievance. The Committee acknowledges the right of the Association to participate in the processing of any grievance at any level.

B. GRIEVANCE PROCESS:

Grievances shall be presented and adjusted in the following manner:

LEVEL ONE: All grievances will be filed and thoroughly discussed at this level. The grievance shall be filed in writing by the grievant and a representative of the Association with the grievant's supervisor.

The supervisor shall submit his written answer to the member and the Association within ten (10) days of the filing of the grievance.

LEVEL TWO: If the grievance shall not be disposed of thereunder to the member's satisfaction and the member and the Association shall have determined to proceed further, the member and a representative of the Association shall proceed further. The member and a representative of the Association shall present a written statement of the grievance to the Superintendent or his designee within five (5) business days of receipt of the supervisor's answer. The Superintendent or his designee shall meet with the members and a representative of the Association in an effort to settle the grievance.

The written answer of the Superintendent to the grievant and Association is due not later than twenty-five (25) business days after the filing of the grievance at this level.

Provided the parties agree, Level One and/or Level Two of the Grievance Procedure may be bypassed and the grievance brought directly to Level Three.

LEVEL THREE ARBITRATION: If a grievance involving the interpretation or application of any provision of this Agreement shall not have been disposed of under Level Two of the grievance procedure to the satisfaction of the member and the Association, the Association may, not later than twenty-five (25) business days next following receipt of response to the grievance under Level Two, initiate arbitration of the grievance under the rules then obtaining of the American Arbitration Association. This initiation may also be made by submission under such rules. The arbitration shall proceed under such rules except that the parties, may, if they can, mutually designate the arbitrator.

The arbitrator shall be without power to modify, alter, add to, or subtract from the provisions of this contract. The arbitrator's award, if within his jurisdiction, shall be final and binding on both parties.

The fees of the American Arbitration Association and of the arbitrator and the expenses of the arbitrator and the conduct of the hearing shall be shared equally by the parties but each party shall bear its own expenses for the presentation of its case.

Arbitration pursuant to this Article shall be the exclusive remedy available to members and the Association in the event that a grievance is not disposed of under the Grievance Procedure.

The School Committee will make available relevant existing information needed to process a grievance.

Each written statement of a grievance shall include: (1) a concise statement of the facts constituting the grievance; (2) a reference to the applicable provisions of this contract; (3) the date upon which the act or omission giving rise to the grievance occurred, and if applicable, the later date upon which the member should not be held to have learned of the same and a concise statement of the reasons why the member should not be held to have learned of the same earlier; and (4) the dates of all prior written presentations, if any. Each statement under Level One or Two shall be signed on behalf of the Association by its President or his/her designee.

A grievance must be submitted within twenty (20) calendar days after the event. When a grievant and the Union can establish the fact that neither could reasonably be expected to know of the grievable event, the twenty (20) days shall run from the date that the grievant or Association first knew or had reason to know of the act or omission giving rise to the grievance. The burden of establishing that the grievant and/or Association could not have reasonably been expected to know of the act or omission shall be upon the grievant and the Association.

Failure by the person to whom presented to make a determination with respect to a grievance by the time limit indicated shall be deemed a denial of the grievance.

Any grievance pending at the conclusion of the contract will remain operative in the subsequent contract period unless settled in negotiations.

Failure to present a proper written statement within the applicable time limit shall be deemed a waiver of the grievance. Time limits may be extended by mutual agreement in writing.

Times for meetings to discuss grievances shall be scheduled outside of school hours unless in the judgment of the Superintendent or his designee in the case of a Level Two proceeding, or of the Committee, in the case of a Level Three proceeding, a meeting during school hours is desirable to facilitate the production of appropriate information.

Grievance hearings shall be held after school hours except when otherwise authorized by the Superintendent. Attendance shall be without loss of pay during regular hours.

The Association shall have the right to use in its presentation at any level of the grievance procedure representative(s) of its own choosing, in accordance with the following:

- Level 1 - One representative plus Association President
- Level 2 - Two representatives plus Association President
- Level 3 - Three representatives plus Association President

C. RECORDS:

While both parties may maintain files of grievances and the disposition thereof, the Committee shall not make any entry or file any paper in the personnel file of any employee involved in a grievance except as may be required to implement the disposition thereof.

D. REPRISALS:

No reprisal of any kind shall be taken by any party hereto against any person who participates in any way in grievance proceedings by reason of such participation.

E. PRECEDENT:

A written record shall be made of the disposition of any grievance at Level One or Two.

If such disposition becomes final by acceptance by the Association, such disposition shall apply to all future complaints based on the same or similar facts to the extent the written settlement so stipulates.

ARTICLE 4 DEDUCTIONS - UNION DUES

- A. The Committee agrees to deduct from the salary of its employees dues for the Association or as said employees individually and voluntarily authorize the Committee to deduct and to transmit the moneys promptly to such Association. Employees' authorizations will be in writing in the legally permissible form provided by the Association.
- B. The Association will certify to the Committee in writing the current rate of its membership dues. If the Association changes the rate of its membership dues it must give the Committee thirty (30) days written notice prior to the effective date of such change.
- C. Deductions referred to in Section A above will be made in equal monthly installments during the school year.

ARTICLE 5 AGENCY FEE

The Committee agrees to require (during the term of this Agreement) that all employees covered by this Agreement except those employees certified to the Committee by the Association as being members of the Association, as of the thirtieth (30th) day of such employment or the thirtieth (30th) day after the effective date of this Agreement, whichever is later, pay to the Association a service fee. This provision is contingent upon compliance by the Association with all of the requirements, including ratification requirements, set forth in the Massachusetts General Laws. The Association further agrees as a condition of this provision to admit to membership any members of the bargaining unit who may apply for membership and to indemnify and save the School Committee harmless for any action it may take pursuant to this provision, including any claims made against it by any employee, or group of employees.

ARTICLE 6 SENIORITY

Seniority shall be defined as length of continuous employment by the School Department. In the case of employees hired after June 30, 1994, seniority shall be defined as length of continuous employment by the School Department as a "Professional Safety Specialist." An employee will acquire seniority after completing a six (6) month

probationary period, and seniority will then date from the beginning of his/her employment.

LOSS OF SENIORITY: Seniority will be lost by:

- (a) resignation;
- (b) discharge for just cause; and
- (c) failure to return from an approved leave of absence as scheduled.

ARTICLE 7 FILLING OF POSITIONS

- A. NOTICE: Notice of all unit vacancies shall be given to the Association President. Vacancies will not be filled permanently until at least twenty (20) days have passed. Notice of other vacancies shall also be given to the Association.
- B. TEMPORARY APPOINTMENTS: Unit positions will be filled in a temporary basis for no more than ten (10) months.
- C. RECRUITMENT: Recruitment plans shall be approved by the Affirmative Action Officer. The Association may submit proposed procedures to improve recruitment of the Unit to the Superintendent.
- D. APPLICATION: Application for positions declared vacant may be made by safety personnel under the existing rules and regulations of the Department for the position posted.
- E. APPOINTMENT: Appointment shall be made without regard to race, color, creed, sex, or national origin in conformance with equal opportunity laws and regulations.
- F. BIDS FOR 12-MONTH FULL-TIME POSITIONS: When a vacancy occurs in a 12-month position which management determines is to be filled as a 12-month position, members of the bargaining unit who are 10-month employees shall have the right to apply for such vacancy according to the following process:
 1. The vacancy shall be posted within the bargaining unit for a 10-day period and made available to all members of the unit.
 2. Interested members shall submit an application for the vacancy on a form to be supplied by the School Department.
 3. The Director of Safety at his discretion may establish an interview team to consider the applicants. He may select for appointment any one of the three applicants with the greatest seniority. When the Director of Safety

recommends any person other than the person with the greatest seniority, he shall, in writing, notify the person with the greatest seniority of his decision and his reason for such selection. The reason shall be specific, non-discriminatory and job-specific. The decision to select someone other than the most senior person shall be subject to the grievance process, but shall not be subject to arbitration. In all cases, seniority shall be defined in accordance with Article 6 of this Agreement.

- G. PROMOTIONAL OPPORTUNITIES: At the discretion of management, there shall be two promotional opportunities within the bargaining unit for which members of the unit may apply. The positions shall be identified as:

Senior Safety Specialist – CRLS
Elementary Security Contact Specialist

Individuals selected for these positions shall receive an additional annual salary payment of \$7,500 added to their base salary, for all purposes, effective upon appointment to the position. These opportunities shall not be considered as additional staffing added to the bargaining unit, but shall be opportunities posted within the existing staffing of the unit. Management has the right to determine whether or not to post and fill these promotional opportunities when vacancies occur.

All other qualifications being on balance equal (and qualifications, including training, experience, reliability and effectiveness of performance, and other related factors) members of the Unit will be given preference for promotional opportunities which may be established within the Unit.

- H. The Cambridge Public Schools may, in its discretion, hire part-time hourly security guards to work in the evening.

ARTICLE 8 WORKING HOURS/YEAR

- A. The time schedule for Safety Specialists will consist of an eight (8) hour day, Monday to Friday (inclusive of a half-hour lunch) in which the employee will be entitled to a fifteen (15) minute break in the first three (3) hours of the day and an additional fifteen (15) minute break in the last three hours of the day as approved by the Director of Safety. The lunch break will consist of a half (½) hour (duty free) in which the employee shall be allowed to leave the building except in case of emergencies as designated by the Director of Safety. When for emergency reasons the Director of Safety finds it necessary to require that a member of the Unit work through a lunch period, that period shall be made up at a mutually convenient time. The Superintendent or his designee shall establish shifts and assign personnel. The meal break shall not be used to shorten the regular work

shift. Starting times shall be between 7:00 a.m. and 9:00 a.m. for the regular shift. The evening shift shall end at or before 12:00 p.m.

- B. Effective July 1, 1998, the work year and workweek for Bilingual Liaison Coordinators shall be as follows:

1. The time schedule for Bilingual Liaison Coordinators shall consist of an eight (8) hour day (inclusive of a half (½) hour lunch). The regular eight (8) hour day shall be scheduled by the employee's supervisor between the hours of 7:00 a.m. and 5:00 p.m.
2. Further, each Liaison Coordinator shall be required to attend one meeting each month of the Bilingual PAC and shall be scheduled by their supervisor on a flex-time basis for such meetings by adjusting the regular work schedule for the week in which the PAC meeting is scheduled. There shall be no additional compensation or compensatory time for such meetings.
3. Further, each Liaison Coordinator shall also be required to work on a flex-time basis for up to 10 hours of evening sessions during the annual Kindergarten Registration period.

- C. A shift differential shall be paid for hours worked on the evening shift as follows:

July 1, 2000 - \$.97 per hour

- D. OVERTIME:

1. The Cambridge School Department shall pay employees at the rate of one and one-half (1 ½) times their regular rate of pay for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week. All work not regularly scheduled, performed on Sunday and holidays, shall be paid at the rate of two (2) times his/her regular rate of pay.
2. Members of the Unit will be notified and have the opportunity to volunteer for all overtime assignments in any and all school buildings.
3. Overtime will be voluntary except in: (1) an emergency as determined by the Superintendent or his designee or (2) in the case of a School Department function. Members will be given the opportunity if possible to sign up for Cambridge School Department details before an involuntary assignment or prior to obtaining outside security assistance. Whenever possible, overtime shall be posted five (5) days in advance. The Committee agrees to a good faith effort to rotate overtime assignments among the members of the bargaining unit. If, however, in the Director of Safety's judgment, a rotation is not appropriate for a specific assignment another

assignment may be made. This judgment is not subject to the grievance/arbitration procedure.

4. Compensatory time at the time and one-half rate is acceptable but time off scheduled must be approved by the Director of Safety.
5. Call back at the time and one-half (1½) or two (2) times (Sundays and holidays) his/her regular rate of pay contiguous hours (i.e., hours not connected to a regular shift) shall be as a minimum - three (3) hours.

E. HOME VISITS:

The School Committee requires members of the Unit to conduct home visits for purposes of residency verification, delivery of letters to students or parents of students, and similar purposes related to the responsibilities of the Security Department. Effective as of the implementation of the current contract, such paid assignments shall be performed after normal work hours at the discretion of management. For each successfully completed assigned home visit outside of regular working hours, a unit member shall be compensated the amount of twenty-five dollars (\$25.00) per home visit. Effective upon ratification (June 5, 2001) this amount shall be increased to forty dollars (\$40.00) per home visit. Reasonable efforts shall be made by management to assign such work on an equitable basis, available to all Safety Specialists who have indicated an interest in such assignments.

"Successfully completed" shall mean that the assigned employee shall have made "face-to-face" contact with a parent, guardian or other relative at the home address, or a landlord or building manager at the address, and shall provide documentation of such contact satisfactory to the Director of Safety. If a follow-up confirmation visit is required by an administrator, such follow-up visit shall be considered a separate compensable home visit.

F. WORK YEAR:

The work year for 12-month employees shall be the full calendar year less authorized vacations, holidays and leaves. Effective July 1, 1991 a 10-month employee category shall be established. The work year for 10-month employees shall consist of all days when school is in session, plus an additional five days at the beginning of the school year and five days at the end of the school year. Employees who are members of the Unit as of July 1, 1991 who are on a 12-month work schedule shall not be reduced involuntarily to a 10-month work schedule. The salary and benefits for 10-month employees shall be computed on a pro-rata basis computed at seventy-seven (77%) of the full-time rate, including paid holidays. Vacation pay shall be paid separately as specified below.

- G. ANNUAL TRAINING/PROFESSIONAL DEVELOPMENT TIME: Effective upon ratification of this agreement, each Safety Specialist shall be required to participate in eight (8) hours per year (July-June) of training and professional development time, in addition to the regular work year and work day specified in subsections A and F of this Article. This training time may be scheduled after the regular work day or on Saturdays, at the discretion of management. It is understood that this training time is in addition to any training that may be conducted during the regular workday, including during school vacation periods for Safety Specialists who are scheduled to work.

H. VACATION:

The vacation year for each employee for the purposes of determining length of vacation shall be determined with reference to the anniversary date of first permanent employment within the Safety Specialist unit. Vacation allowances are not cumulative, and any vacation time due any employee shall be taken before the end of the subsequent fiscal year unless carry-over is authorized by the Superintendent in writing. All employees will submit their preferences for the time of taking their vacations to the Director of Safety. Approval of vacation requests will be made on the basis of seniority; that is, in the event that two or more employees request the same vacation days during a week for which vacation is approved, the request of the most senior employee(s) will be granted. Employees may not take vacation during the time that schools are in session. Each full-time employee shall take at least one week of their vacation entitlement during school vacation periods between September and June of the school year, in order to provide adequate coverage during the summer.

Vacations will be scheduled with the approval of the Director of Safety to assure proper and adequate coverage. No vacation days shall be authorized prior to six (6) months service. Employees separated during the year shall have vacation days earned during the year but not taken.

Vacation pay for 10-month employees shall be paid to such employees by July 15 of each year for vacation time earned during the preceding year.

Annual vacation entitlements for all 12-month and 10-month employees shall be as follows, effective July 1, 1990:

a. Individuals Employed Prior to July 1, 1983	12-Month 5 weeks	10-Month 19 1/4 days
b. Individuals Employed July 1, 1983 and thereafter:		
Years Completed	12-Month	10-Month
0-2	2 weeks	7 3/4 days
3-9	3 weeks	11 1/2 days

10-19
20 or more

4 weeks
5 weeks

15 1/2 days
19 1/4 days

In addition to the above, effective July 1, 1991, each member of the Unit with five (5) or more years of service in the Unit, will be entitled to (1) additional week of vacation (3 3/4 days for 10 month employees). Also effective July, 1992, each member of the Unit hired within the Unit prior to July 1, 1985 shall be entitled to another additional week of vacation (3 3/4 days for 10 month employees).

c. Effective July 1, 2004, the vacation entitlement for individuals hired on or after July 1, 2004 shall be as follows:

<u>Years Completed</u>	<u>12-Month</u>	<u>10-Month</u>
0-2	2 weeks	7 3/4 days
3-9	3 weeks	11 1/2 days
10-19	4 weeks	15 1/2 days
20 or more	5 weeks	19 1/4 days

d. Employees may request approval of up to two (2) vacation days during the time that school is in session. All employees will submit their preferences for such vacation requests to the Director of Safety. Approval of such vacation requests will be made on the basis of seniority; that is, in the event that two or more employees request the same vacation days during a week for which vacation is approved, the request of the most senior employee(s) will be given first consideration. The use of vacation days while school is in session will be scheduled with the approval of the Director of Safety to assure proper and adequate coverage.

The following provision shall be a Pilot Program that will be effective from July 1, 2009 through June 30, 2012. This provision will be extended only upon mutual agreement of the parties; and if agreement is not reached, then this provision shall become null and void on June 30, 2012, notwithstanding the status of negotiations for any successor agreement (i.e., even if the parties are still negotiating for a successor agreement, this pilot program provision will be eliminated as of June 30, 2012). In addition to the two (2) vacation days set forth above in the first paragraph of this subsection, employees may request the approval of one (1) additional vacation day during the time that school is in session (for a total of three (3) vacation days during the time that school is in session). All employees will submit their preferences for such vacation requests to the Director of Safety. Approval of such vacation requests will be made on the basis of seniority; that is, in the event that two or more employees request the same vacation days during a week for which vacation is approved, the request of the most senior employee(s) will be given first consideration. The use of vacation days while school is in session will be scheduled with the approval of the Director of Safety to assure proper and adequate coverage.

I. SNOW DAYS:

Members of the unit shall not be required to work when school is not in session on snow days declared by the Superintendent. Management has the right to call in staff in an emergency.

ARTICLE 9 HOLIDAYS

Unit members shall be entitled to the holidays listed below:

1. Labor Day
2. Columbus Day (if not a school day)
3. Veterans' Day
4. Half (1/2) day before Thanksgiving (when school is not in session)
5. Thanksgiving Day
6. The day after Thanksgiving (if not a school day)
7. Full day before Christmas Day
8. Christmas Day
9. Full day before New Year's Day
10. New Year's Day
11. Martin Luther King, Jr. Day
12. Washington's Birthday
13. Patriots' Day (if not a school day)
14. Memorial Day
15. Independence Day

The full day before Christmas Day, Good Friday and Evacuation Day shall be paid holidays under the terms of this contract unless the schools in the system are in session on any of those days.

Unit members shall also be entitled to any other holiday declared by the School Committee, or by the Governor or the General Court of the Commonwealth of Massachusetts.

Also, the parties agree to sign a side letter of agreement regarding additional time worked on the half day before Thanksgiving when school is not in session.

ARTICLE 10 SAFETY SPECIALISTS FACILITIES

The Cambridge School Department will provide in the Cambridge Rindge and Latin complex for the Safety Specialists a secure storage area in which Safety Specialists may store personal articles or belongings, and a work area.

ARTICLE 11 USE OF SCHOOL FACILITIES

The Specialist Association will have the right to use school buildings without cost at reasonable times for meetings and training of staff. The Administrator of the building in question will be notified in advance of the time and place of the meeting and/or training session. The Secretary of the School Committee shall be notified at least one (1) school day in advance of scheduled (scheduling) of the facility requested. The Specialist Association will be responsible for all necessary custodial fees.

ARTICLE 12 EVALUATION

The work performance of each employee will be evaluated periodically by his/her immediate supervisor. Employees will be given a copy of any evaluation report. The written evaluation will be reviewed by the person evaluated and he/she shall sign the record indicating only that he/she has seen it. The employee may add such documentation including objectives to all or any part of the evaluation. Said evaluation is to be filed in the staff member's personnel file at the Office of the Executive Director of Human Resources. Security personnel will have the right, upon written request and reasonable notice, to review the contents of his/her personnel file during normal business hours.

Any proposed changes in the evaluation process will be implemented only after consultation between the Association and the School Committee.

ARTICLE 13 PROTECTION

A. Safety Specialists will immediately report in writing all incidents including assault in connection with their employment to their immediate supervisor. An "incident" shall be defined by the Director of Safety. A brief written report of the specific action taken will be made by the immediate supervisor within a reasonable period of time. Any employee acting within the scope of his or her duties, including the transportation of students, shall be protected to the full extent allowable under existing Massachusetts statutes and Cambridge ordinances as they may be amended in the future for all claims arising out of an accident provided that the individual has not been using or in possession of illegal drugs or alcohol and provided that the individual cooperates fully with the City Solicitor. Specifically included, relative to this section, shall be an assault by a public school student or any other individual which can reasonably be shown to have arisen in connection with the performance of the specialist's duties, wherever such assault may have occurred; provided, however, full cooperation is given to the Office of the City Solicitor in the prosecution of the case.

B. Any damage to an employee's property wherever located including his or her residence which can be reasonably shown to have been caused by Cambridge Public School student(s) and/or other persons as a revengeful act arising out of the employee's performance of his or her duties shall be fully compensated by the School Department (less insurance compensation) provided the incident is fully and promptly reported on forms provided by the Office of the City Solicitor and provided there is full cooperation on the part of the employee with that department in any prosecution.

C. An employee who as a result of performance of his or her duties is sued shall be defended by the Office of the City Solicitor provided the employee agrees to be represented by that office and fully cooperates.

D. Whenever an employee covered by this contract is assaulted by a student or any other individual, a full and complete written report of the incidents will be forward to the Director of Safety and forwarded by him to the City Solicitor's Office. The incident report will be a detailed account of the assault which will include statements from the victim and/or witnesses.

E. Notification that a claim has been filed will immediately be sent to the President of the Association. The victim will agree to fully cooperate with the City Solicitor's Office and/or any other governmental entity should it be necessary in the judgment of the Solicitor to prosecute in the criminal court or take action in a civil court. Given these conditions, the City Solicitor will vigorously pursue legal action against the student, parent and/or legal guardian, or any other individual.

F. The City Solicitor will decide all issues of interpretation and application of this provision.

ARTICLE 14 PERSONAL INJURY BENEFITS

Whenever an employee is absent from work as a result of personal injury because of an accident, including an assault, not specifically caused by his/her own negligence and occurring in the scope of his/her employment and the performance of his/her duties, the employee shall be eligible for the following:

1. Worker's Compensation benefits in accordance with the then existing rules and regulations for same administered through the Office of the City Solicitor.
2. Sick leave benefits in accordance with standard sick leave policy to the extent that individual sick leave entitlement balance is available with the Worker's Compensation Policy of the Office of the City Solicitor.

3. Effective upon ratification of this Agreement, if the personal injury is specifically caused by an assault on a Safety Specialist by a student(s) or other individual(s), or is a direct result of a Safety Specialist interceding in an altercation between students or others, the employee shall be eligible for payment of his/her full salary during the period of absence from work and such absence shall not be charged to sick leave, subject to the following conditions:

- a. The employee must file the appropriate Worker's Compensation forms with the Office of the City Solicitor, and cooperate fully in requirements of that office in submitting the claim.
- b. Any Worker's Compensation benefits received on account of the injury shall offset the full salary payment.
- c. The period of such salary payment while absent from work shall not exceed a total of one (1) year, and shall be terminated sooner by resignation, retirement or discharge.

ARTICLE 15 HEALTH BENEFITS/INSURANCE

1. Effective July 1, 1994, the following medical insurance plans are offered:

- a. HMO Insurance Offerings: Employees may participate in Healthflex Blue (a BC/BS HMO plan product), with benefits outlined as attached, Harvard Community Health Plan, or other plans available to City employees. The City will pay ninety (90%) percent of the premium for all HMO plans offered by the City.
- b. Effective July 1, 1999, the employer shall pay eighty-eight percent (88%) of the premium for all HMO Plans offered by the City, and the employee shall pay twelve percent (12%). Effective February 1, 2007, the employer will pay eighty-five percent (85%) of the premium of all HMO plans offered by the City, and the employee will pay fifteen percent (15%). Effective February 1, 2008, the employer will pay eighty-two percent (82%) of the premium of all HMO plans offered by the City, and the employee will pay eighteen percent (18%).

Effective July 1, 2012, the health insurance contribution rate for all employees hired after July 1, 2012 shall increase to 25%, in exchange for \$200.00 (two hundred dollars) being added to the base salary on July 1, 2012, a bonus of 200.00 (two hundred dollars) on July 1, 2013, and \$200.00 (two hundred dollars) being added to the base salary on January 1, 2014.

It is understood and agreed, that if any portion of the health insurance contribution rate change, set forth in the paragraph immediately above, which is an essential component of the parties' settlement, is held invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provision is in any way restrained, then the city shall have no obligation to pay or to continue in effect the additional \$200.00 (two hundred dollars) increase to the base salary on July 1, 2012 set forth in Article 21, Section 5(a) for fiscal year 2013, a bonus of \$200.00 (two hundred dollars) on July 1, 2013, and an additional \$200.00 (two hundred dollars) increase to the base salary on January 1, 2014 set forth in Article 21, Section 5(a) for fiscal year 2014, which is specifically linked to the increase in employee health contributions, until such time as a final judgment is rendered and not appealed which declares such provisions valid or removes any restraint on their enforcement.

- c. Indemnity Medical Insurance Offering: The City shall offer a BC/BS Major Medical with Benefit Management Plan. The City will pay ninety-nine (99%) of the premium of that plan.

2. Eligible employees who decline City Health Insurance, but have health insurance through another source, not contributed to by the City, are eligible to receive an annual sum of \$750 payable on a monthly basis at the rate of \$62.50 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. Starting July 1, 2007, eligible employees 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 \$900.00 (nine hundred dollars) payable on a monthly basis at the rate of \$75.00 (seventy-five dollars) 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. Starting July 1, 2008, eligible employees 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 \$1,000.00 (one thousand dollars) payable on a monthly basis at the rate of \$83.33 (eighty-three dollars and thirty-three 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. Employees 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 conditions limitations. Employees can elect coverage at open enrollment without limitation as to other coverage.

3. Employee health insurance premium contributions will be made on a pretax basis, in accordance with applicable law.

4. Employees may obtain health coverage for domestic partners pursuant to applicable City ordinances.

5. Dental/Vision Plan: A dental plan associated with the City Plan or an alternative approved by the Superintendent and School Committee will be offered effective July 1, 1983.

Effective January 15, 2001, if requested by the trustees of the existing dental plan, the employer shall contribute up to \$13.00 per member per week, and should the trustees of said plan inform the employer and the union that the fund requires additional payments, the cost of these payments above \$13.00 (thirteen dollars) per week per member shall be shared on a fifty percent (50%) basis between the employer and the employee.

ARTICLE 16 TAX-SHELTERED ANNUITY PLAN

Safety employees will be eligible to participate in a "tax-sheltered" annuity plan established pursuant to United States Public Law # 87-370 subject to the rules and regulations administered for such plans for all eligible employees.

ARTICLE 17 SICK LEAVE

1. Each member of the bargaining unit shall be granted sick leave of fifteen (15) days per year. Said member shall accumulate from year to year any unused of the specified sick leave. Such sick leave shall be credited on July 1st.

2. Safety Specialists joining the service after July will be granted sick leave promulgated on the basis of one and one-quarter (1¼) days for each month they have been contracted to work up to a maximum of fifteen (15) days.

3. The record of an employee's available sick leave will be furnished to the employee on or before November 1 of the work year.

4. In the event of the termination of employment during the middle of the work year, the annual allotment for that year of sick leave time shall be prorated, and the employee must pay back used but any unearned days.

5. Management reserve the right to require appropriate documentation when it believes there may be abuse of sick leave on the part of an employee.

6. Any member of the unit who retires, or the estate of any member who dies, during the term of the contract shall be entitled to receive the amount listed below for each day of the unused sick leave to which the employee is entitled.

<u>Number of Days</u>	<u>Amount</u>
1-50 Days	\$20.00 per day
51-99 Days	\$30 per day
100+ Days	50% of per diem rate in the year of retirement or death

For all members of the unit hired before September 1, 2009, the maximum number of accumulated sick days for which sick leave buyback will be permitted is 450 (four hundred fifty). For any member of the unit hired on or after September 1, 2009, the maximum number of accumulated sick day for which sick leave buyback will be permitted is 400 (four hundred).

The Committee agrees to implement the use of a 403B plan in accordance with IRS regulations so that all members of the Unit would make a one-time transfer of sick leave buyback monies at the time of retirement to a 403B plan to reduce tax liability in accordance with IRS regulations.

7. The Superintendent, Principal or designee may require medical or other relevant documentation, including without limitation, a doctor's note, for day(s) absent preceding or following a school vacation week, holiday or three-day weekend.

ARTICLE 18 SICK LEAVE BANK

The purpose of the Sick Leave Bank is to provide additional sick leave to those staff members who are ill and whose sick leave has been exhausted.

1. On July 1st of each school year, the School Committee will deposit fifteen (15) days in the Sick Leave Bank. It is agreed that on June 30th the bank will cease.

2. The Sick Leave Bank Committee will be composed of:

a. Three (3) members of the Bargaining Unit.

b. Two members appointed from Central Administration, one of whom will be the Superintendent's designee.

3. The Sick Leave Bank Committee will decide, on a majority vote, on an allotment of days from the Sick Leave Bank, using guidelines set forth below:

- h. A maximum of seven (7) days may be allotted to any one person in any one school year.
 - i. If the condition exists wherein a limited number of days remain in the bank and applications exceed this number, the following factors will be considered by the Sick Leave Bank Committee in making a decision as to the allocation of the days:
 1. Seriousness of illness.
 2. Seniority.
 3. Past use of Sick Bank.
 4. Financial circumstances of the individual.
 - j. Decisions of the Sick Leave Bank Committee are final provided all of the above provisions are met.
4. When a member of the Bargaining Unit who has borrowed days from the Sick Leave Bank retires, he or she will be required to return to the Cambridge School Committee one-half (1/2) of the days granted from the Sick Leave Bank. These days will be deducted from accumulated personal sick leave.

ARTICLE 19 LEAVES OF ABSENCE

A. TEMPORARY LEAVES OF ABSENCE:

1. Specialists will be entitled to the following temporary leaves of absence with pay each school year.
2. Three (3) days personal leave may be granted subject to the approval of the Superintendent whose approval will not be unreasonably withheld. Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in cases of emergencies). The last one (1) day of said leave shall be deducted from sick leave allowed under Article 17. Subject to exceptions by the Superintendent, no personal leave shall be requested or granted for the day immediately preceding or immediately following a holiday or a vacation period. Personal leave shall be granted for the purpose of transacting or attending to personal affairs and situations over which the applicant has no control.

Where the request for personal leave under this section would also constitute a qualifying reason for leave under the Massachusetts Small Necessities Leave Act, such leave will be designated as Small Necessities Leave. If such leave qualifies for SNLA leave, the School

- a. All members of the Bargaining Unit are eligible to apply for days from the bank.
- b. An official application form (form to be approved by both parties) must be completed. This application form is to include space for certification by a medical doctor.
- c. The doctor may be the personal physician of the applicant. Additional medical information may be required by the Sick Leave Bank Committee. The Superintendent has the right to require an examination by the City's chief medical officer or his representative whose opinion as to the nature or extent of the illness or injury will prevail.
- d. Applicant must have exhausted personal sick leave before the effective date of additional sick days (as per deductible clause).
- e. The following is the number of deductible days required per years of service:

<u>YEARS</u>	<u>DEDUCTIBLE</u>	<u>YEARS</u>	<u>DEDUCTIBLE</u>
1	10 days	7	4 days
2	9 days	8	3 days
3	8 days	9	2 days
4	7 days	10	1 day
5	6 days	11 or more	0 days
6	5 days		

Deductible days are those days an applicant must be on unpaid leave because of sickness or injury before Sick Leave Bank days can be effective.

- f. Applicants can be denied by the Sick Leave Committee if, in its opinion, any of the following apply:
 1. Previous abuse of personal sick leave.
 2. Insufficient medical evidence of need.
 3. Disability does not warrant absences from employment.
 4. Lack of days in the bank.
 5. Previous use of Sick Leave Bank (applicable only when applicant shows repeated use of Sick Leave Bank).
- g. A maximum of seven (7) days per applicant may be distributed at one time. If additional days are needed, a reapplication is required including medical evidence of continued need.

Committee will not prohibit the use of leave on the day before or the day after a holiday or school vacation period.

3. Time necessary for Association representatives to attend Association conferences, meetings or conventions, not to exceed two (2) days per year.
 4. Additional unpaid time may be granted for valid reasons at the discretion of the Superintendent.
- When an employee is on leave without pay and/or absent without pay for more than fifteen (15) cumulative scheduled work days in any vacation year, such employee shall have deducted from his vacation allowance that proportion of the allowance provided in the above schedule which the number of such work days of absence bears to the total number of scheduled work days in the vacation year.

No employee shall be permitted to use vacation days until she/he has been an employee of the School Department for at least six (6) months. An employee separated from employment for any reason will be entitled to regular pay for vacation days earned during the current year but not taken.

B. COURT APPEARANCE:

Employees shall be entitled to leave without loss of pay for any period of time in which Employees are required to serve as jurors pursuant to the dictates of the Massachusetts General Law, Chapter 234A, as then in effect as they are applicable to municipal employees and employers. Employees shall further be entitled to leave without loss of pay for any period of time in which the Employee is required by reasons of his/her employment, to appear as a witness in any court proceedings arising out of litigation involving the School Committee, the City of Cambridge, its agents, servants or employees. If such court appearance occurs during an employee's vacation period, the employee shall not be charged for vacation time. This section shall not apply if such court proceedings involve litigation between the Employer and the Employee.

C. BEREAVEMENT LEAVE:

Each member of the Bargaining Unit shall be granted leave of absence without loss of salary for five (5) consecutive days when such absence is occasioned by the death of a relative who resided in the home of the staff member, and when such absence is occasioned by the death of a parent, child, parent-in-law, sister or brother whose place of residence was other than in the home of the staff member.

Leave of absence without loss of salary for not more than one (1) day shall be granted when such absence is occasioned by the death of a grandparent, grandchild, nephew, niece, aunt, uncle, son-in-law, daughter-in-law, sister-in-law, or brother-in-law whose place of residence was other than in the home of the staff member.

D. MILITARY LEAVE:

1. Reserve Duty:

Necessary calendar days per school year for persons called in to temporary active duty of any unit of the United States Reserve or the National Guard, provided such obligation cannot be fulfilled on days when school is not in session.

2. Extended Duty:

Military leave, in time of a declared National Emergency, will be granted to any member who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a member will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of absence up to a maximum of three (3) years.

E. FAMILY AND MEDICAL LEAVE ACT AND SMALL NECESSITIES LEAVE ACT

Notwithstanding anything in this agreement to the contrary, any unit member eligible for leave under state or federal law may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), the Massachusetts Maternity Leave Act ("MMLA") or to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA").

F. MATERNITY LEAVE/PARENTHOOD LEAVE:

1. A leave of absence without pay will be granted for a period not to exceed one (1) year for the purpose of giving birth and receiving post partum care, provided the employee notifies her/his superior in writing. Upon the expiration of said leave, the employee shall be reinstated to her/his former position and department unless the position has been eliminated. Failure to return to work upon the expiration of said leave will result in termination unless the employee has received a written extension thereto from the Superintendent prior to the expiration date.
2. Except for the first thirty (30) days, the time taken for maternity/parenthood leave shall not accrue towards those benefits requiring certain periods of employment such as wage increments, vacation and sick leave, but the time taken for maternity leave shall not effect the employee's right to receive benefits for which she/he was eligible at the date of her/his leave.

3. Sick leave shall be available during periods of disability caused or contributed by pregnancy, miscarriage, abortion, childbirth and recovery there from in accordance with Article 17, Section 1.

4. Use of sick leave for maternity leave shall be in full accord with and to the extent required by law.

G. OTHER UNPAID LEAVES OF ABSENCE:

1. Time taken for any unpaid leaves of absence including maternity, parenthood, or unpaid sick leave, etc. shall not accrue toward those benefits requiring certain periods of employment such as wage increments, vacation and sick leave. Seniority shall not accumulate while an Employee is on an unpaid leave.

H. GENERAL:

1. All benefits to which a member was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return, and he will be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position if one exists. If a substantially equivalent position does not exist, employment may be terminated.

2. All requests for extended leave of absence or renewals of leaves under this Article will be applied for in writing and will be subject to approval of the School Committee.

3. The School Committee agrees to abide by state law and MCAD (Massachusetts Commission Against Discrimination) guidelines currently in effect as of the date of the copying of this agreement with reference to Maternity Leave.

4. Any Safety Specialist on leave must notify the Superintendent or his/her designee of his/her intention to return from leave by April 15. Failure to do so will result in the Safety Specialist being automatically terminated. This provision does not apply to members on an FMLA-qualifying leave.

5. After five (5) years of continuous employment in the Safety Specialist Unit, a Safety Specialist may be granted a leave of absence without pay for up to two (2) years.

I. TAX TREATMENT OF HEALTH BENEFITS FOR EMPLOYEES IN SAME SEX MARRIAGES

Employees who receive health and/or dental insurance benefits for their same sex spouses are required under federal law to pay taxes on the value of those benefits. These same benefits are not taxed for opposite sex spouses.

Effective July 1, 2012, the City will attempt to mitigate this inequity by providing a stipend to employees who enroll their same sex spouses in the City's health and/or dental insurance plans. This stipend shall equal twenty percent (20%) of the reported taxable income that is imputed to these employees as the value of the health and/or dental insurance benefits. Payment of the stipend shall be made on a quarterly basis.

The City reserves the right to end payment of this stipend upon any future change in federal tax law that equalizes the treatment of spousal and dependent benefits for both same and opposite sex couples.

ARTICLE 20
NO STRIKE

During the term of this Agreement, the Association agrees that they will not cause, condone, sanction or participate in any strike, walkout, slowdown or work stoppage. If during the term of the Agreement, new state or federal legislation becomes effective which allows any practice precluded by the preceding, the School Committee or the Association may reopen negotiations on this Article.

The Association and its members individually and collectively agree that if there is a violation of this clause, any individual violating this clause will, at the discretion of the Superintendent, be subject to disciplinary action, including discharge, suspension or complete loss of seniority, and the matter will be arbitrable. The individual or the Association may request a hearing before the School Committee on the matter.

ARTICLE 21
SALARIES

1. The salary for the 12-month Safety Specialists shall be paid on Mondays throughout the working year unless Monday falls on a holiday. In this case, the payment shall be made on the earliest working day.

2. The new salary schedule for 10-month employees shall be established effective July 1, 1991, calculated on a pro-rata basis at seventy-seven percent (77%) of the 12-month schedule.

3. The salary for the 10-month Safety Specialists shall be paid semi-monthly over 10 months on the 15th day and last day of each month, September through June.

4. The salary placement of an employee shall be determined by the effective start date of the employee within the Safety Specialist Unit. All employees employed within the unit after July 1, 1991, shall be placed at step one (1) of the appropriate salary schedule.

5. a. The salary schedule increases for the period July 1, 2012 through June 30, 2015 shall be as follows:

Effective Date	Percentage Increases
July 1, 2012	2.5%
July 1, 2013	2.5%
July 1, 2014	2%

b. Members of the unit who are classified as Safety Specialists shall be paid an additional amount of \$250.00 per month, which is in recognition of the hazardous nature of the duties they perform, and shall continue to be paid so long as they perform such duties. The additional amount shall be added to the base pay of each individual and paid each pay period. 12-month employees shall receive the payment for 12 months, and 10-month employees shall receive the payment for 10 months.

6. Direct deposit of paychecks shall be provided for bargaining unit members.

A. Twelve-Month (12-month) Employees:

July 1, 2012 - 2.5% increase

	Basic	Bachelor	Masters
Step 1	47,245.24	48,542.35	49,843.01
Step 2	49,576.03	50,870.77	52,169.07
Step 3	50,562.45	51,865.46	53,159.03
Step 4	54,111.19	55,407.12	56,707.77
Step 5	56,161.99	57,465.01	58,758.58
Step 6	58,215.16	59,513.45	60,811.75

July 1, 2013 - 2.5% increase

	Basic	Bachelor	Masters
Step 1	48,460.20	49,789.74	51,122.91
Step 2	50,849.25	52,176.37	53,507.12
Step 3	51,860.33	53,195.93	54,521.83
Step 4	55,497.79	56,826.12	58,159.29
Step 5	57,599.87	58,935.46	60,261.37
Step 6	59,704.37	61,035.12	62,365.87

January 1, 2014 \$200 Increase to Base Salary

	Basic	Bachelor	Masters
Step 1	48,660.20	49,989.74	51,322.91
Step 2	51,049.25	52,376.37	53,707.12
Step 3	52,060.33	53,395.93	54,721.83
Step 4	55,697.79	57,026.12	58,359.29
Step 5	57,799.87	59,135.46	60,461.37
Step 6	59,904.37	61,235.12	62,565.87

July 1, 2014 - 2% increase

	Basic	Bachelor	Masters
Step 1	49,667.06	51,023.19	52,383.03
Step 2	52,103.90	53,457.56	54,814.92
Step 3	53,135.20	54,497.50	55,849.93
Step 4	56,845.41	58,200.30	59,560.14
Step 5	58,989.53	60,351.83	61,704.26
Step 6	61,136.11	62,493.48	63,850.84

B. Ten Month (10-month) Employees:

July 1, 2012 - 2.5% increase

	Basic	Bachelor	Masters
Step 1	36,544.67	37,544.08	38,544.68
Step 2	38,339.12	39,336.17	40,336.77
Step 3	39,098.73	40,101.68	41,098.73
Step 4	41,831.16	42,829.40	43,831.17
Step 5	43,410.61	44,413.57	45,410.62
Step 6	44,991.25	45,991.84	46,990.07

July 1, 2013 - 2.5% increase

	Basic	Bachelor	Masters
Step 1	37,492.11	38,516.51	39,542.12
Step 2	39,331.43	40,353.40	41,379.01
Step 3	40,110.02	41,138.05	42,160.03
Step 4	42,910.77	43,933.96	44,960.78
Step 5	44,529.70	45,557.74	46,579.71
Step 6	46,149.85	47,175.46	48,198.65

January 1, 2014 \$200.00 Increase to Base Salary

	Basic	Bachelor	Masters
Step 1	37,692.11	38,716.51	39,742.12
Step 2	39,531.43	40,553.40	41,579.01
Step 3	40,310.02	41,338.05	42,360.03
Step 4	43,110.77	44,133.96	45,160.78
Step 5	44,729.70	45,757.74	46,779.71
Step 6	46,349.85	47,375.46	48,398.65

July 1, 2014 - 2% increase

	Basic	Bachelor	Masters
Step 1	38,479.61	39,524.50	40,570.62
Step 2	40,355.72	41,398.13	42,444.25
Step 3	41,149.88	42,198.47	43,240.89
Step 4	44,006.64	45,050.30	46,097.65
Step 5	45,657.96	46,706.55	47,748.97
Step 6	47,310.51	48,356.63	49,400.28

10-month salary = 77% of 12-month salary

ARTICLE 22
MBTA PASS REIMBURSEMENT

The school department shall reimburse each member of the bargaining unit who purchases one, up to a maximum of 65% of the cost of a "T" pass, up to a maximum of \$40 per month.

ARTICLE 23
CHAPTER 41, SECTION III
(ANNOTATED LAWS)

Whenever the employment of any person subject to Section 111 (one hundred eleven) or Sections 111A (one hundred eleven A), 111D (one hundred eleven D) or 111G (one hundred eleven G) is terminated during a year dismissal through no fault or delinquency on this person's part or by resignation, retirement or death, without having been granted the vacation to which a person is entitled under such Section, such person, or in the case of death, the estate, shall be paid, at the regular rate of compensation payable to the person at the termination of employment an amount in lieu of such vacation; provided, that no monetary or other allowance has been made therefore, the official head of the department in which the person was last employed shall enter on the departmental payroll all amounts payable under this Section. The provisions of this Section shall also apply to any person not subject to any of the aforesaid without his having been granted the vacation to which that person is entitled under a by-law, ordinance or executive order; provided that such by-law, ordinance or executive order so provides.

ARTICLE 24
GENERAL

- A. There will be no reprisals of any kind taken against any staff member by reason of his membership in the Association or participation in its activities.
- B. The Committee will upon request, make available to the Association any public documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the staff.
- C. A copy of the official Agenda of each School Committee meeting will be made available to the Association. A copy of the official report of each meeting, containing public documents will be made available to the Association after the minutes are approved by the Committee.
- D. The Association and the Committee will share equally the cost of printing an initial 25 (twenty-five) copies of this Agreement. A copy will be supplied for each staff member. Each party may print additional copies at its own expense.

- E. If any provisions of the Agreement or any application of the Agreement to any employee, or group of employees, shall be found to be contrary to law, then such provision 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.

- F. The Committee will publish annually a seniority list prior to April 15th.

ARTICLE 25 RECOMMENDATIONS

School Committee shall compile a handbook for all Safety Employees including safety policies and procedures.

ARTICLE 26 SCHOOL COMMITTEE RIGHTS

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the School Committee or to change any rule or policy adopted prior to the date to the acceptance of this Agreement except where such right, power, duty rule or policy is specifically limited or changed by this contract. It is agreed that no member of the Association shall contract the School Committee concerning any matter covered by this Agreement without first bringing the matter to the attention of the Superintendent.

School Committee is a public body established under the statutes of Massachusetts and has final responsibility for establishing the policies of the public schools for management of said schools and for directing their operation.

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the Committee not listed herein. Such inherent Committee responsibilities are not subject to arbitration and shall remain exclusively with the Committee except as they may be shared with the Association by specific provisions of this Agreement.

Among such responsibilities as are vested exclusively in the Committee or the Superintendent in accordance with the law are the following: the right to hire, promote, transfer, assign, schedule and retain employees in positions and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the School Department in situations of emergency.

ARTICLE 27 TERMINATION OF EMPLOYMENT

- A. During the first six months of employment with the School Department, a member of this unit shall be considered a probationary employee and employment may be terminated at the discretion of the employer at any time during such period.

- B. Thereafter, for the remainder of the first year and for the second and third years of employment, the employee may be disciplined or discharged for good cause. Each of the first three years of consecutive employment shall be considered annual appointments, and employment may be terminated at the end of each year at the discretion of the employer. Such termination shall not be grievable.

For purposes of this section, the standard of "good cause" shall only mean any grounds put forth by the Superintendent that are not arbitrary, irrational, unreasonable or in bad faith or irrelevant to the sound operation of the Cambridge Public Schools. No arbitrator may substitute a definition of the words "good cause" other than that stated herein.

- C. After three consecutive years of employment, an employee shall not be disciplined, discharged or terminated except for just cause, which shall include, but not be limited to economic reasons.

- D. Current members of the bargaining unit with at least one year of service as of June 30, 1998, shall be subject to the same just cause protection as employees with consecutive years of employment.

- E. Should the Committee reduce the number of positions covered by this Contract, the reduction shall be by seniority except:

1. the proposed representation of minorities in the unit shall be approximately the minority-nonminority ratio at Cambridge Rindge and Latin School.
2. the Superintendent may terminate first any employee whose performance has resulted in two (2) or more unsatisfactory ratings in the prior two (2) years notwithstanding the above.

Except for those terminated under item two (2) above, employees will be granted a one (1) year involuntary leave.

ARTICLE 28
LONGEVITY

Subject of the provisions of this Agreement, all bargaining unit employees employed in the unit prior to July 1, 1991 shall be compensated according to the following formula for longevity pay. Employees hired within the unit after June 30, 1991 shall not be eligible for longevity pay.

The approved longevity schedule shall be as follows:

<u>Years of Service</u>	<u>7/1/00</u>
After 5 years	702
After 10 years	1,101
After 15 years	1,900
After 20 years	2,168
After 25 years	2,634

Longevity payment shall be granted in a lump sum during the third week of November.

ARTICLE 29
PROFESSIONAL DEVELOPMENT

- A. The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by Safety Specialists who attend workshops, seminars, conferences, or other professional improvement sessions with the advance written approval of the Superintendent of Schools or his designee.
- B. Each Safety Specialist may take one (1) course per year during the life of this Agreement to be approved by the Superintendent or designee. The Committee agrees to reimburse the full tuition for said course, not to exceed a total tuition amount of \$750.00 per member per year, based on satisfactory completion of said course. If scheduled during the summer months, the course may be taken during work hours if approved.

ARTICLE 30
REIMBURSEMENT FOR USE OF PERSONAL VEHICLE

The Committee agrees to pay the following amounts to members of the unit who are required to use their personal motor vehicles in the performance of their duties:

1. An annual vehicle allowance payment of \$850, payable twice a year in December and June to employees classified as Bilingual Liaison Coordinators who are required to regularly use their personal motor vehicle in the performance of their duties.
2. An annual vehicle allowance payment of \$725, payable twice a year in December and June, for up to six (6) Safety Specialists who each year apply for and are selected by the Director of Safety to be regularly available and on call during regular work hours for assigned duties at various elementary schools and Upper Schools, delivery of notices to students' homes, residency verifications, and similar duties outside of their regular assignments at Cambridge Rindge & Latin School, requiring the use of their personal vehicles.
3. The selection of individuals for these duties shall be at the discretion of the Director of Safety and shall not be grievable.
4. An individual eligible for the annual vehicle allowance may elect to have the payment made in one lump sum in June of each year.
5. Other members of the unit who occasionally use their personal vehicles in the performance of their duties shall be eligible for mileage reimbursements at the rate of \$.30 per mile. Requests for reimbursement must be submitted on a form provided by the employer.

ARTICLE 31
DETAILS

The Committee agrees to indemnify the Safety Specialist for all salary for details not received within thirty (30) days of the time worked.

ARTICLE 32
COMMON OUTFIT FOR SCHOOL ATHLETIC EVENTS

For school athletic events, safety specialists shall wear a common outfit which states that they are school security personnel. Such outfits will be determined by the Cambridge Public Schools with input and advice from safety specialists. Common outfits will be worn for both indoor and outdoor school athletic events.

If the common outfit is lost, the employee will bear the cost of obtaining a replacement common outfit. If the common outfit is damaged, the Cambridge Public Schools will bear the cost of providing a replacement common outfit.

ARTICLE 33
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/or 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 to be drug and/or alcohol tested will be notified of the test requirement just prior to obtaining the urine sample 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.

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 .02 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.

ARTICLE 34
JOINT LABOR/MANAGEMENT COMMITTEE

The School Committee and the Safety Specialists Association agree to form a joint labor/management committee that will meet during the fall, winter and spring of the 2012-2013 school year to discuss concerns and possible solutions related to staffing, assignment and coverage of safety specialists at the Upper Schools. The joint labor management committee will consist of three members selected by the Safety Specialists Association, the Chief Operating Officer, the Director of Safety and Security and one (1) additional administrator of the Cambridge Public Schools designated by the Superintendent of Schools. The recommendations of the joint labor management committee will be advisory to the Superintendent of Schools. This provision will expire on its own terms on June 30, 2013.

MEMORANDUM OF UNDERSTANDING

This agreement entered into this 25th day of June, 2012.

For School Committee:

Patricia Barry
Executive Secretary to the School Committee

Jeffrey M. Young Ed.D.
Superintendent of Schools

Claire Spinner
Chief Financial Officer

Voted by the School Committee on

June 25, 2012 Date
07-125 Order No.

For the Cambridge Professional
Safety Specialist Association:

Plumelle

Wickland

All other qualifications being on balance equal (and qualifications, including training, experience, reliability and effectiveness of performance, and other related factors) members of the Unit will be given preference for promotional opportunities which may be established within the Unit.