AGREEMENT

BETWEEN

THE

CAMBRIDGE SCHOOL COMMITTEE

AND

AMERICAN FEDERATION OF STATE,

COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO,

COUNCIL 93, LOCAL 1611

JULY 1, 2018 TO JUNE 30, 2021

INDEX

		PAGE
ARTICLE 1	RECOGNITION	1
ARTICLE 2	DEFINITIONS	2
ARTICLE 3	UNION DUES AND CHECK-OFF	2
Section 1	Dues Authorization	2
Section 2	Certification of Rate of Dues	2
Section 3	Membership Deductions	2
Section 4	Agency Service Fee	3
ARTICLE 4	GRIEVANCE AND ARBITRATION PROCEDURE	3
ARTICLE 5	NO STRIKES	5
ARTICLE 6	TRANSFERS TO VACANCIES	5
Section 1	Definition of a Vacancy	5
Section 2	Staffing Plan	5
Section 3	Posting: Notice of Vacancy	5
Section 4	Application Process	6
Section 5	Assignment/Placement of Employees	6
Section 6	Involuntary Transfers	7
Section 7	Temporary Bids	7
ARTICLE 7	HOURS OF WORK	8
ARTICLE 8	OVERTIME	9
ARTICLE 9	REST PERIODS	11
ARTICLE 10	HOLIDAYS	11
ARTICLE 11	VACATIONS	12
ARTICLE 12	LEAVE	13
Section 1	Personal Illness	13
Section 2	Sick Leave Bank	14
Section 3	Bereavement	15
Section 4	Court Appearance	16
Section 5	Temporary Leave of Absence	16
Section 6	Professional Leave	16
Section 7	Attendance/Incentive Plan	16
Section 8	Family and Medical Leave Act And Small Necessities Leave Act	17
ARTICLE 13	UNIFORMS	17
Section 1	Uniforms and Protective Clothing	17
Section 2	Equipment & Tools	17
ARTICLE 14	HEALTH AND WELFARE	17
Section 1	Health & Life Insurance	17

INDEX
(Continued)

		PAGE
Section 2	Dental Plan	18
Section 3	Work Related Personal Injury	19

Section 4	Drug and Alcohol Testing	19
Section 5	Joint Labor and Management Committee On Workers' Compensation Issues	20
ARTICLE 15	BUILDING ORGANIZATION	21
Section 1	Titles	21
Section 2	Assignments	21
ARTICLE 16	SALARIES	21
	Schedule A	23
	Schedule B	24
	Schedule C	25
	Shift Differential	27
ARTICLE 17	LONGEVITY	28
ARTICLE 18	PERSONNEL DEVELOPMENT	28
ARTICLE 19	EMERGENCY BYSTANDER AID STIPEND	29
ARTICLE 20	LICENSES & LICENSE STIPEND	29
Section 1	Licenses	29
Section 2	Stipend	30
ARTICLE 21	GENERAL PROVISIONS	30
ARTICLE 22	SCHOOL COMMITTEE RIGHTS	33
ARTICLE 23	EMERGENCIES	33
ARTICLE 24	LAYOFF AND RECALL	33
ARTICLE 25	CLEANING STANDARDS FOR BUILDINGS	34
ARTICLE 26	DURATION	34
SIDE LETTER OF AGREEMENT	NEW CUSTODIAL STAFFING PLAN	35

AGREEMENT

BETWEEN

THE

CAMBRIDGE SCHOOL COMMITTEE

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO,

COUNCIL 93, LOCAL 1611

JULY 1, 2018 TO JUNE 30, 2021

This Agreement entered into by the Cambridge School Committee, hereinafter referred to as the Employer and Local 1611, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union: the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1
RECOGNITION

Pursuant to a certification of representatives issued by the Massachusetts Labor Relations Commission as follows:

"By virtue of and pursuant to the power vested in the Labor Relations Commission by Section 178H of Chapter 149 it is hereby certified that the American Federation of State, County and Municipal Employees and its appropriate affiliates, AFL-CIO, has been selected by a majority of the Employees in the appropriate bargaining unit set forth in the Commissioner's decision as their representatives for the purpose of collective bargaining and that pursuant to Section 178H (3) of the law, the American Federation of State, County and Municipal Employees and its appropriate affiliates, AFL-CIO, is the exclusive representative of such Employees of the City of Cambridge School Committee for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment."

The School Committee recognizes the Local 1611, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union to the exclusive bargaining agent of a unit of the building service Employees of the School Committee, said unit to include Employees in the following civil service classifications: Building Custodians, Senior Building Custodians, Storekeepers, Senior Storekeepers, Carpenters, Electricians, Electrician's Helpers, HVAC Technicians, HVAC Technician Helpers, Pipefitters, and Bus Drivers, but excluding all other Employees of the School Committee.

Payroll deductions for dues shall be authorized only for Local 1611, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO for the duration of this contract.

ARTICLE 2
DEFINITIONS

SECTION 1. The words "Employee" and "Employees" as hereinafter used in this Agreement refer only to such Employees as fall within the collective bargaining unit described in Article 1 hereof.

The term "Regular Employee", as hereinafter used in this Agreement, shall refer to all bargaining unit employees.* The term "Temporary Employee" as hereinafter used in this Agreement, shall refer to an Employee who: (a) substitutes for a Regular Employee for less than sixty (60) working days, or (b) is

engaged for a period of time for a special assignment or for additional work, or (c) is serving on an intermittent basis. Unless otherwise stated in this Agreement, all terms and provisions apply to bargaining unit Employees.

* Refer to Article 6, Section 4

SECTION 2. Whenever used in this Agreement, the male noun or pronoun is used to include the female noun or pronoun wherever the context permits or requires.

ARTICLE 3
UNION DUES AND CHECK-OFF

1. Employees shall tender the initiation fee (if any) and monthly membership dues by signing the authorization of dues form. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off or dues hereinafter set forth, the employer agrees to deduct union membership dues from the pay of each Employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of Employees who have had said dues deducted. Such remittance shall be made by the tenth (10th) day of the succeeding month.

2. The Union will certify to the Committee in writing the current rate of its membership dues. The Union will give the Committee thirty (30) days written notice prior to the effective date of any change in the rate of its membership dues.

3. Deductions referred to in Section A above will be made in equal monthly installments during the year. The Committee will not be required to honor for any month's deduction any authorization that is delivered to it later than one (1) week prior to the preparation of the payroll from which the deductions are to be made.

AUTHORIZATION FOR PAYROLL DEDUCTION:

BY:_____
NAME OF EMPLOYEE

TO:_____
NAME OF EMPLOYER

Effective_____, I hereby request and authorize you to deduct from my earnings each month the amounts of $_____.

This amount shall be paid to the Treasurer of Local Union No. 1611 and represents payment of my Union dues.

These deductions for membership may be terminated by me by giving you a sixty (60) days written notice in advance or upon termination of my employment.

Employee's Signature_____

Employee's Address _____

4. AGENCY SERVICE FEE:

Pursuant to General Laws, Chapter 149, Section 178L and Chapter 180, Section 17G, the employer agrees to require (during the term of this Agreement) that all Employees covered by this Agreement except those certified to the employer by the Union as being members of the Union, 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 Union a service fee. This provision is contingent upon compliance by the Union with all the requirements, including ratification requirements, set forth in said sections of the

General Laws, or elsewhere in the General Laws. The Union further agrees as a condition of this provision to admit to membership any Employee in the bargaining unit who may apply for membership and to save harmless and indemnify the employer for any action it may take pursuant to this provision, including any claims made against it by an Employee or group of Employees. The employer shall not be obligated, except as provided herein and by the General Laws, to take action to collect any agency fee.

5. The School Department agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization by the employee. Such authorization may be revoked by the employee at any time by giving written notice to both the School Department and the Union. The School Department agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 4
GRIEVANCE AND ARBITRATION PROCEDURE

The purpose of the procedure set forth hereinafter 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 Union desire that such procedure shall always be as informal and confidential as may be appropriate for the complaint involved at the procedural level involved.

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 Agreement. As used in this Article the term "member" shall mean also a group of members having the same grievance.

B. ADJUSTMENT OF GRIEVANCE:

Grievances shall be presented and adjusted in the following manner:

1.- INFORMAL PROCEDURE.

The aggrieved member may discuss the matter with his appropriate intermediate supervisor or any superior administrator, but not with the Committee unless the Union shall have been notified prior to such meeting of the date and time thereof and the nature of the matters to be discussed. The appropriate intermediate supervisor or any member regularly assigned to a particular school building shall be first the Custodian-in-Charge and then the Headmaster, or Principal of the school building: For any member not so assigned the "appropriate intermediate supervisor" shall be the Director of Facilities. If the matter is not disposed of to the member's satisfaction within ten (10) calendar days after he has initiated discussion, he may proceed under formal procedure in any event.

2. - FORMAL PROCEDURE.

Step 1. The Union Steward and/or representative, with the aggrieved Employee shall take up the grievance or dispute in writing with the Director of Facilities within ten (10) calendar days of the date of the grievance or his knowledge of its occurrence. The Director of Facilities shall attempt to adjust the matter and shall respond to the Steward within ten (10) calendar days of the date of the grievance or his knowledge of its occurrence.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Superintendent of Schools within ten (10) calendar days after the Director of Facilities' response is due. The Superintendent or his designee shall respond to the Steward in writing within ten (10) calendar days.

Step 3. If the grievance still remains unadjusted, it shall be presented to the School Committee in writing within three (3) working days after the response of the Superintendent is due. The School Committee or its nominee shall respond in writing within ten (10) working days after its second regularly scheduled meeting. Failure by the School Committee to reply within this period shall be construed as a denial of the grievance. The School Committee may appoint a subcommittee of three to hear third step grievances and to act on its behalf.

PROVISIONS APPLICABLE TO GRIEVANCES AT STEP 1, STEP 2, STEP 3: Each written statement of a grievance shall include: (1) a concise statement of facts constituting the grievance; (2) a reference to the applicable provisions of the 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 first 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 Step 2 or Step 3 shall be signed on behalf of the Union by its President or a Vice-President.

Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons who are involved to attend and there will be no loss of salary for working time spent by Employees who participate in conferences in the event they are held during working hours.

PRECEDENT: A written summary shall be made of the disposition of any grievance at Step 2 or Step 3.

RECORDS: While both parties may maintain files of grievances and the dispositions 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.

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

ARBITRATION: If a grievance involving the interpretation or application of any provision of this Agreement shall not have been disposed of under Step 3 of the grievance procedure to the satisfaction of the member and the Union, and Union may, not later than twenty-five (25) working days next following the date of the School Committee action under Step 3, 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 expense for the presentation of its case.

Arbitration pursuant to this Article shall be the exclusive remedy available to the School Committee and the Union in the event that a grievance is not disposed of under the grievance procedure.

ARTICLE 5
NO STRIKES

SECTION 1. The term "strike" wherever used in this Agreement, shall be deemed to include any strike, sit-down, slowdown, or any other work stoppage or concerted refusal to perform normal work duties on the part of any Employee covered by this Agreement.

SECTION 2. The Union agrees that there shall be no strike during the term of this Agreement.

SECTION 3. It is understood and agreed that in the event of any strike on the part of any Employee or Employees during the term of this Agreement, the Union shall, upon the occurrence of such strike and upon the request of the School Committee, notify, in writing, the Employees involved that such action by said Employees was unauthorized and in violation of the provisions of the Agreement and shall direct said Employees to return to work promptly, and the Union shall take such further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of this Section to be sent by the Union to the Employees involved in any such strike, shall be given simultaneously by the Union to the School Committee.

In any event, the School Committee may, upon the occurrence of such strike in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any Employee or Employees who have participated in such strike, subject to the Employee's rights to review under the contract and applicable laws.

ARTICLE 6
TRANSFER TO VACANCIES

1. Definition of a Vacancy:
A vacancy is defined as, 1) an opening in a particular school which has become vacant as a result of resignation, retirement, death or transfer, 2) the addition of a new position or a newly structured position resulting from a reduction in force or otherwise.

2. Staffing Plan:
A New Custodial Staffing Plan shall be implemented as specified in the attached Side Letter of Agreement appended to this agreement. Vacancies shall be filled as described in the Side Letter.

3. Posting: Notice of Vacancy:
When a vacancy occurs in any classification covered by this Agreement, due notice shall be posted on the Cambridge Public Schools website and emailed to all members of the unit not less than ten (10) days after such vacancy occurs and a hard copy of the notice shall also be mailed to the president of the union. Such notices shall contain the closing date for the receipt of applications. Transfer to vacancies shall be filled within thirty (30) working days of their occurrence.

When more than one vacancy exists, such fact shall be made clear in the notice.

4. Application Process:
All Employees regularly in the employ of the School Committee who by reasons of such employment are eligible for the vacancies for which notice has been mailed, may make application in writing to the Principal of a building for the vacant position or positions.

. Persons will be selected for the positions based on the following:

The Principal of a building shall select for appointment one of the three applicants with the greatest seniority. When the Principal of a building recommends any person other than the person with the greatest seniority he shall, prior to submission of his recommendation to the appointing authority, notify the person with the greatest seniority of his decision in writing and his reason for not recommending the person with the greatest seniority. The reason (s) submitted shall be specific, job related and nondiscriminatory. The decision to select someone from within the top three, but not the most senior person, shall be subject to the grievance process but shall not be subject to arbitration. Seniority shall be determined by appointment date as a Regular Employee. In the event there are no applicants, appointments to such positions shall be made in the inverse order of seniority.

The elementary Principal of a building, or at CRLS, the Principal or Assistant Principal for Administration, or at Thorndike Street, the Chief Operating Officer shall have the right to interview the three most senior applicants for a vacancy in his/her building.

Seniority is defined as the length of time an Employee has been employed as a Regular Employee by the Cambridge School Committee in a bargaining unit position.

The School Committee and the Union agree that the language of Article 6 of the collective bargaining agreement between the parties does not prohibit the school department from interviewing more than the top three applicants for a position when one or more of the initial top three applicants withdraws the application from consideration either by formal withdrawal of his/her application, acceptance of another position within the unit, or declining to accept an offer for that particular position. For senior custodian positions preference shall be given to those candidates with senior custodial service. Candidates for senior custodian positions who have a minimum of four consecutive months of service as a temporary or acting senior custodian shall have that time count for the purposes of calculating seniority.

5. Assignment/Placement of Employees:

A. Bidding and Transfers to Vacancies

In transferring to a vacancy in any building, the successful bidder shall be transferred to the position and work shift specified in the posting of the vacancy, in accordance with the New Custodial Staffing Plan.

The successful bidder may not displace any Employee already assigned to that particular building, even though he has a greater length of service.

Any Senior Custodian shall be required to remain in his position for one (1) year following transfer before becoming eligible to apply for a different position.

Junior Custodians similarly shall be ineligible for transfer for six (6) months.

The Director of Facilities shall have the right to make temporary transfers not to exceed fifteen (15) working days.

B. Areas of Assignment:

The Employer retains the right to determine the most effective work assignments for staff and from time to time may adjust and modify the work area assignments within a building to meet cleaning and maintenance requirements as the Employer deems necessary.

As vacancies occur, the employer may establish a regular assignment which requires assignment of an employee to more than one school during a work week. Such vacancies shall be posted and bid in accordance with the provisions of Article 6.

C. Movement of employees according to needs of department

Management has the right to move employees according to the needs of the department, as has been the past practice in the department, in reverse order of seniority.

When a situation exists that requires the movement of an employee for a certain limited period of time, such as extended sick leave of an employee, management has the right to make such movements as it deems necessary. However, every reasonable effort shall be made to move employees with the least service, rather than employees who have been assigned positions for a longer period of time or who have been selected for a posted vacancy based on a bid process.

6. Involuntary Transfers

If any senior building custodian has received five (5) or more ratings of unsatisfactory in their annual evaluation, the senior building custodian shall be placed on a six month performance improvement plan and will have two interim evaluations during this performance improvement plan that are conducted by the principal and the Director of Facilities. At the discretion of the Director of Facilities, such employee shall receive re-training by a senior building custodian as part of such improvement plan. If the senior building custodian does not successfully complete the performance improvement plan, the District shall have the right to transfer the senior building custodian at the end of the six month period. If the senior building custodian receives five (5) or more ratings of unsatisfactory performance in their next annual evaluation, which is conducted by the principal and the Director of Facilities, or at any subsequent annual evaluation, conducted solely by the principal within the next five (5) years, the District shall have the right to transfer the senior building custodian. Any senior custodian who is transferred in this manner shall, at the sole discretion of the District, be placed at any school on any shift deemed necessary by the Superintendent or designee, except that if the new assignment is not as a senior custodian, the involuntarily assigned senior custodian shall keep his senior pay rate designation and title. An involuntary transfer under this clause shall be grievable and arbitrable. In selecting a replacement for the involuntarily transferred senior, the vacant position shall first be put out to bid and all bid rules shall apply except that the involuntarily transferred senior custodian shall have no bid rights to such position. Any involuntarily transferred senior building custodian shall retain bid rights to any other senior custodian position.

7. Temporary Bids:

When an employee has been absent from his/her position for medical or other reasons for a period of at least three months, the position he/she holds may be put out to bid as a “temporary bid”, and individuals in the bargaining unit may apply for transfer to such position, subject to the return to the position of the absent employee.

The individual selected for such position gives up any rights to the prior position they held, and only has temporary rights to the selected position. Upon the return of the absent employee, the individual in the “temporary bid” is subject to reassignment to any vacant position, and also can apply for transfer to any posted vacancy.

ARTICLE 7
HOURS OF WORK

A. Full-Time Employees:

The regular hours of work each day shall be consecutive except for interruptions for lunch period.

The existing regular schedule for custodians shall be the following exclusive of one-half (1/2) hour meal period without pay:

6:00 A.M. to 2:30 P.M.
9:00 A.M. to 5:30 P.M. (Senior Custodians in 4-person buildings)
11:00 A.M. to 7:30 P.M.
2:00 P.M. to 10:30 P.M.

The above shifts shall be filled in accordance with the New Custodial Staffing Plan Effective July 1, 1997, appended as a Side Letter to this Agreement.

Effective upon ratification of the agreement, in December, 2000, Senior Custodians in 4-person buildings shall be assigned to work a 9:00 a.m. to 5:30 p.m. shift, and shall not receive a shift differential.

At the discretion of the principal of the high school and the Director of Facilities and with the permission of the senior custodian of the high school, a custodian assigned to the high school may be permitted to work a shift of 5:00 a.m. to 1:30 p.m.

B. Part-Time Employees:

Effective July 1, 1991, as vacancies occur in existing positions or as new positions are created, the Employer may establish such positions as regular part-time positions of four or more hours, and fill such positions in accordance with the process required under Article 6.

The work hours for Part-Time employees shall fall within the work hours of 6:30 a.m. to 11:00 p.m., as determined by the Employer.

Part-time assignments may be designated as "Part-Time Traveler" positions at the discretion of the Employer, and will be bid as such if so designated.

All benefits for Part-Time employees shall be pro-rated based on the hours worked in relation to full-time employees, except that Health Insurance and dental plan benefits shall only be offered to employees working 20 hours per week or more, in accordance with the City benefits policy, and such health and dental benefits shall be provided by the employer at the full benefit rate in accordance with Article 14.

There shall be no more than 3 part-time employees at any given time.

(Note: the parties agreed that the 3 part-timers referred to in this article do not include the present storekeepers and matrons).

The shift schedule for storekeepers shall be within the hours 7:00 a.m. to 6:00 p.m. The specific hours for the shift(s) will be posted and put up for bid. In any event the storekeeper's shift(s) will be eight and one-half (8 1/2) hours per day, allowing a one-half (1/2) hour meal period.

Positions held by storekeepers may, at the option of the employer, be restructured to make them part-time positions during the school year in accordance with the employer's requirements. During vacations twelve-month storekeepers will perform unit work at the direction of the Director of Facilities when he determines that Storekeeper work is not available.

C. General:

The employer shall have the right to establish work shifts.

The work week shall consist of five (5) consecutive eight (8) hour days, beginning Monday or Tuesday, except for Employees in continuous operations, discussed below.

The normal work period shall consist of the same eight (8) consecutive hours within any forty (40) hour period, except that an Employee shall be notified at least five (5) working days prior to any change in his work schedule.

Employees engaged in continuous operations are defined as being any Employee or group of Employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week. The workweek for Employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour days.

This Article applies only to regularly appointed Employees.

No Employee shall absent himself from his assigned duties without proper permission.

All regularly appointed full time storekeepers, bus drivers, carpenters, electricians, electricians helpers, HVAC technicians, HVAC helpers and pipefitters shall work the same number of hours (8) and have the same number of breaks (2) as custodians.

ARTICLE 8
OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) 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 shall be paid at the rate of two (2) times his regular rate of pay.

Any Employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time shall be paid at the rate of time and one-half (1 1/2) for all hours worked on recall. Effective July 1, 2008, he will be guaranteed a minimum of three (3) hours pay at time and one-half (1½) rate for regular overtime and double time for Sundays and holidays, except in the case of an outside user paid detail, in which case he shall be guaranteed a minimum of two (2) hours pay at the standard rate of $30 per hour for regular overtime and $40 per hour for Sunday and holiday overtime.

Members of the bargaining unit agree to take and successfully complete twenty (20) hours of professional development courses in the areas of cleaning techniques and safety annually. Such courses will be selected by the Director of Facilities and at least ten (10) hours of such courses will be in the area of safety. The safety courses will be selected by the Director of Facilities after consultation with the Safety Committee. The time and location of all professional development courses shall be determined by the Director of Facilities.

In the second year of the collective bargaining agreement for the period of July 1, 2006 through June 30, 2009 and thereafter, in order to maintain the $1.00 increase per hour in the detail pay rates, all members of the bargaining unit will need to take and complete ten (10) hours of professional development in the areas of cleaning techniques and safety annually and all individuals hired as members of the bargaining unit will have to take and complete twenty (20) hours of professional development in the areas of cleaning techniques and safety in their first year of employment of which ten (10) hours shall be in the area of safety and ten (10) hours of professional development in the areas of cleaning and safety in

subsequent years. All such courses shall be selected by the Director of Facilities and the safety courses shall be selected by the Director of Facilities after consultation with the Safety Committee. The time and location of all professional development courses shall be determined by the Director of Facilities.

Effective January 1, 2016 increase the detail rate by $1.00 (one dollar).
Effective July 1, 2016 increase the detail rate by $2.00 (two dollars).
Effective July 1, 2017 increase the detail rate by $1.00 (one dollar).

All members of the bargaining unit will be compensated for attending professional development courses either as part of their regular pay for professional development courses held during their regular shift and if the professional development course is held outside of their regular shift the bargaining unit member will be paid at his/her time and a half overtime rate.

Employees shall not be required to take time off for any overtime. Overtime shall be equally and impartially distributed among Employees covered by this Agreement.

When overtime is granted it will be assigned by the Senior Custodian-in-Charge of the building in accord with past practice. Overtime normally shall be voluntary, however, where the School Committee wants a building to be covered by a Custodian during other than regularly scheduled hours, the Senior Custodian-in-Charge of the building shall be responsible for seeing the building is covered.

The School Department management will bill, collect and pay custodian fees from organizations using the school where custodial attendance is required.

The three hour call back provision and the two hour outside user detail call back provision will apply when an Employee has completed his shift and is called back to duty for work hours not contiguous to his work schedule for the following work day.

In the case of Bus Drivers overtime shall be offered first to Bus Drivers who are members of the Union, except where the School Committee feels that it is inadvisable because of safety or other legitimate reasons. The Committee, however, shall not arbitrarily withhold overtime from an Employee.

The Director of Facilities shall keep records of all overtime work including all compensation received from all sources. In the case of a grievance involving such records, they shall be subject to examination by the Union representative.

A record of all overtime hours worked by each Employee shall be posted on the Department Bulletin Board monthly.

An employee's refusal to work overtime shall be considered as an opportunity on the rotation detail list. In the event that no employee voluntarily accepts overtime assignments, the Senior Custodians-in-Charge shall be required to work overtime.

If an emergency situation exists, whether man-made, natural or the result of plant or facility malfunctions, all unit members shall, if requested by the Chief Operating Officer, Director of Facilities or designee, be required to work overtime. Failure to respond to an emergency overtime call shall result in an employee being removed from one rotation of the detail list.

ARTICLE 9
REST PERIODS

All Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible

ARTICLE 10
HOLIDAYS

The following days will be considered to be paid holidays if they fall on a regular working day including any of those days which fall on Sunday but are celebrated on Monday. When a holiday falls on a

Saturday, a day off will be granted on Friday when schools are closed on Friday, but a compensatory day will be granted when schools are in session on Friday.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Patriots Day	1/2 day before Thanksgiving
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
	Full day before New Years Day

The following shall be a paid holiday under the terms of the contract whenever the schools in the system are not in session that day.

Evacuation Day
Good Friday
Full Day after Thanksgiving
Full Day before Christmas

Any other day that may be declared a holiday by the Governor of the Commonwealth or the general court during the term of the Contract.

Any Employee required to work on a holiday shall receive double the regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to two (2) hours at the above rate. If an Employee is required to work in excess of eight (8) hours on a holiday, triple time his regular rate of pay will be paid for all hours over eight (8).

It will be the responsibility of the Custodian-in-Charge of each school to arrange for the display of the flag on all days when schools are in session.

ARTICLE 11
VACATIONS

1. Calendar Year Positions	Length of Vacation
For less than one (1) years of service	One (1) working day for each month employed, but not more than two weeks
For one (1) year of service but less than three (3) years of service.	Two (2) calendar weeks.
For three (3) years of service but less than eight (8) years service.	Three (3) calendar weeks.
For eight (8) years of service but less than thirteen (13) years service.	Four (4) calendar weeks.
For thirteen (13) years of service but less than twenty-three (23) years of service.	Five (5) calendar weeks.

For twenty-three (23) or more years service	Six (6) calendar weeks.

The vacation entitlement for all Employees hired on or after July 1, 2015 shall be as follows:

Years of Service	Length of Vacation
For less than one (1) year of service	One (1) working day for each month employed, but not more than two (2) weeks
For one (1) year of service but less than three (3) years of service	Two (2) calendar weeks
For three (3) years of service but less than (8) years of service	Three (3) calendar weeks
For eight years of service but less than thirteen (13) years of service	Four (4) calendar weeks
For thirteen (13) or more years of service	Five (5) calendar weeks

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 employment as a Regular Employee. This provision shall not be construed so as to increase or reduce the length of vacation to which regular Employees would be entitled under the provisions of the contract as it previously existed.

Vacation allowances are not cumulative.

All Employees will submit their preferences for the time of taking their vacations to the Director of Facilities who will give consideration to such preference.

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.

When a holiday falls within his vacation period the Employee shall be granted an extra day vacation.

Bus Drivers shall take their vacation entitlement during school vacation periods.

2. Employees may request to roll over up to two weeks vacation during any given school year. The parties acknowledge and agree that at no time may the amount of vacation time that an employee rolls over in any given year exceed two weeks in excess of their vacation entitlement that is allotted to them based upon their years of service. One of the two weeks (if carried over) must be used by June 30th of the same year.

CHAPTER 41
SECTION IIIE (ANNOTATED LAWS)

Whenever the employment of any person subject to Section One Hundred and Eleven (111) or Sections One Hundred and Eleven A (111A), One Hundred and Eleven D (111D) or One Hundred and Eleven G (111G) is terminated during a year by dismissal through no fault or delinquency on this persons' 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 already 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 12
LEAVE

Section 1. PERSONAL ILLNESS:

Regular Employees with less than one (1) years service shall be credited with one and one-quarter (1¼) days sick leave each month or major portion of month.

Regular Employees with more than one (1) years service are granted sick leave of absence of fifteen (15) days a year without loss of salary effective September 1 of each year. Said Employees shall accumulate from year to year any unused portion of the specified sick leave.

Each Regular Employee joining the service after September will be granted sick leave promulgated on the basis of one and one-quarter (1¼) days for each month or major portion thereof in which they are employed.

At the conclusion of five (5) consecutive sick days the Employee shall be required to present a doctor's certificate certifying to his illness.

.

Any member of the Unit who retires or dies during the term of the contract shall be entitled to receive the amount listed below for each day of unused sick leave to which the Employee is entitled.

First fifty (50) days	$ 25.00
51 - 99 days	30.00
100 days and above	50 % of per diem salary

The above rates shall be in effect through June 30, 2012 and shall then revert back to the rates in effect as of June 30, 1997, unless both parties agree to continue the new rates after June 30, 2012.

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) except that all members of the Unit hired before September 1, 2009 who have accumulated a total of 350 sick days or more as of September 1, 2009 shall be exempted from the application of this cap for sick leave buyback purposes. For any member of the unit hired on or after September 1, 2009, the maximum number of accumulated sick days 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. Members will have the option to exclude up to $5,000 (five thousand dollars) of sick leave buyback monies from the one time transfer of sick leave buyback monies to a 403B plan at the time of retirement in accordance with the provisions of the 403B plan and IRS regulations.

Section 2. SICK LEAVE BANK

PURPOSE: The purpose of this section 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 fifty (50) days in the sick leave bank. On June 30 of each year, the balance remaining in the sick leave bank will cease and a new bank will be funded as of the following July 1.

2. There shall be a Sick Leave Bank Committee which will be composed of:

a. Three members of the bargaining unit.

b. Two members appointed from Central Administration of the School Department one of which will be the Superintendent of Schools or his designee.

3. The Sick Leave Bank Committee will decide, by a majority vote, on granting an allotment of sick days from the sick leave bank using guidelines set forth as follows:

a. All members of the bargaining unit are eligible to apply for days from the bank.

b. An official application form (the form of which must be approved by the Committee and the Superintendent) must be completed. This application will 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 he can be allotted additional sick days from the sick leave bank (as per deductible clause below).

e. The following is the number of deductible days required per years of service.

Years	Deductible	Years	Deductible
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. Applications can be denied by the Sick Leave Bank 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. The balance 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 twenty (20) days per applicant may be distributed at one time. If additional days are needed, a re-application is required, including medical evidence of continued need.

h. A maximum of thirty (30) days may be allotted to any one person in any one 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 Sick Leave Bank Committee in making a decision as to the allocation of days:

1. Seriousness of illness.
2. Seniority.
3. Past use of sick leave 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 or dies, he or she will be required to return to the Cambridge School Committee one-half of the days granted from the sick leave bank. These days will be deducted from accumulated personal sick leave.

Section 3. BEREAVEMENT LEAVE:

(a) Regular Employees may be granted leave of absence with pay for not more than five (5) calendar days on account of the death of father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law, or parent-in-law, whether such relative was a member of the Employee's household or not. Pay for absence not to exceed three (3) calendar days will also be allowed on account of the death of any other relative who was a permanent member of the Employee's household or of any other person with whom said Employee made his or her home.

(b) Regular Employees also will be paid full salary for absence not to exceed one (1) day to attend the funeral of a first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew or niece.

Section 4. 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 Massachusetts General Law, Chapter 234A, Section 1B and Massachusetts General Law, Chapter 324A, Section 37 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 to appear as a witness in any court proceedings pursuant to a summons wherein the Employee is not a party to same, however, if the proceeding arises out of litigation involving the Cambridge School Committee, the City of Cambridge, its agents, servants or Employees, the Employee shall be entitled to leave without loss of pay for any and all periods of time lost for appearance as a witness in any court proceedings.

Section 5. TEMPORARY LEAVE OF ABSENCE:

Employees will be entitled to the following leave of absence with pay each year:

Three (3) days personal leave may be granted subject to the approval of the Superintendent or the Director of Facilities. Application for personal leave will be made at least twenty-four (24) hours before taking such leave except in cases of emergency. Personal leave shall be granted for the purpose of transacting or attending to personal affairs and situation 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.

Section 6. PROFESSIONAL LEAVE:

A minimum of two (2) Employees will be granted leave of absence with pay and without loss of benefits, for a period not to exceed five (5) working days in any year:

(a) to attend an organized employer-employee relations school provided under the auspices of the AFL-CIO; or
(b) to attend the Annual State Convention of the AFL-CIO.

Section 7. ATTENDANCE/INCENTIVE PLAN:

The Attendance/Incentive Plan pilot project first begun in January, 1982, shall be extended for the time period July 1, 2015 to June 30, 2018.

The plan contained herein will be subject to approval by both parties to extend it beyond June 30, 2015. Those members with one (1) or fewer days absences in the prior six (6) months chargeable to sick leave shall receive the amount listed below payable within thirty (30) days after the end of each six month period. The time periods are January 1 to June 30, July 1 to December 31.

Amount	Effective Dates
$384	July 1, 2018 - June 30, 2021

Section 8. 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").

ARTICLE 13
UNIFORMS

1. The Employees are required to wear a matched set of clothing as a uniform along with a name tag or picture identification in those schools that require picture identification. The Employee shall bear the cost of maintaining the uniform in neat and appropriate condition, including tailoring, dry cleaning or laundering as required. New Employees shall purchase their own uniform within six months of hire. The Employee may select his or her uniform from either of two matched sets chosen by the Union and approved by the School Committee.

2. The Employer agrees to provide all material, equipment and tools required to perform the duties assigned to the Employee covered by this Agreement.

ARTICLE 14
HEALTH AND WELFARE

It is agreed that should any changes occur in the statutes mandating changes in these Employee programs this Agreement will be immediately reopened for negotiations on this subject.

1. Health & Life Insurance:

   A. 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. Effective July 1, 2012, in exchange for 1% of a salary increase as set forth in Article 16, section (a) for fiscal year 2013, the health insurance contribution rate for all employees hired prior to July 1, 2012 shall increase to 18%.

      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 1% salary increase set forth in Article 16, section (a) for fiscal year 2013, 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.

      Additionally, effective July 1, 2012, the health insurance contribution rate for all employees hired on or after July 1, 2012 shall increase to 25%, in exchange for $200.00 (two hundred dollars) being added to the base salary for all employees on July 1, 2012, a bonus of $200.00 (two hundred dollars) for all employees on July 1, 2013, and $200.00) being added to the base salary for all employees 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 16, Section a for fiscal year 2013, a bonus of $200.00 (two hundred dollars) on July 1, 2013, and the additional $200.00 (two hundred dollars) increase to the base salary on January 1, 2014 set forth in Article 16, Section 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.

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

B. 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 $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. 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 condition limitations. Employees can elect coverage at open enrollment without limitation as to other coverage.

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.

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

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

E. The Committee shall pay 75% of the cost of the standard $2,000 life insurance plan offered by the City.

2. Dental Plan:

A dental/vision plan managed under the supervision of the City Trust Fund will be offered to employees. Effective following ratification of the agreement (December, 2000), if and when the trustees of the existing dental plan request the City for additional money to fund the Health & Welfare fund, the employer will contribute up to $13 per week per employee, 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.

3. Work Related Personal Injury:

When an Employee is absent from school as a result of personal injury due to accident or assault, not specifically caused by his own negligence, and occurring in and arising out of the course of his employment and the performance of his duties, he shall be paid his full salary during the period of his absence from school and such absence shall not be charged against sick leave subject, however, to the following conditions:

A. If at any time the Employee receives Workman's Compensation benefits on account of the injury, the amount received on account of Workmen's Compensation shall be deducted from

the Employee's salary, irrespective of whether the Employee is absent from work or has resumed his duties wholly or in part.

B. In no event shall an Employee who is absent from work continue to receive his full salary for a period in excess of two (2) years and the Employee's full salary benefit under this article shall be terminated sooner by retirement, resignation or discharge. In order to qualify for the full salary benefit under this article the Employee must file the appropriate form or forms as required by the Workmen's Compensation Act and do anything else necessary in order to receive the Workmen's Compensation benefits provided by the Act.

4. 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 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's conduct must be observed by at least two (2) administrators, supervisors or managers of the Cambridge Public Schools that have received training on reasonable suspicion, referral procedures and the drug and alcohol screening process. When an employee is confronted, a union representative should be made available. If no union representative is available, the employee may select another bargaining unit member to accompany him or her. The employee's selection of a union representative or other member of the bargaining unit to accompany him or her shall not undermine the right of the Cambridge Public Schools to require that the employee submit without delay to a urinalysis test and/or a breath alcohol test.

The employee to be drug and/or alcohol tested will be notified of the test requirement just prior to obtaining the urine sample and/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. The sample shall be split into two parts. One part of the sample shall be tested. The other part of the sample shall be preserved for independent analysis in the event the first part of the sample tests positive, and the employee wishes to dispute that finding. The results of the drug and/or alcohol test shall be reported to the Executive Director of Human Resources for the Cambridge Public Schools.

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 .04 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. During this twenty-four (24) month period, a result of .04 as a breath alcohol level will be sufficient for a positive confirmatory alcohol screening test.

The Cambridge School Committee agrees that in connection with the implementation of the procedures set forth above governing the administration of the drug and alcohol screening process that the Cambridge Public Schools will, during the course of the 2006-2007 school year, provide training for administration/supervisors/management of the Cambridge Public Schools on reasonable suspicion, referral procedures and the drug and alcohol screening process, such training to be conducted by a trainer knowledgeable in these areas.

Where a member of Local 1611 alleges that the Cambridge School Committee has violated the terms of these procedures governing the administration of drug and alcohol screening in applying it to an employee, the employee's union may file and pursue a grievance consistent with the terms of the grievance/arbitration provision of this collective bargaining agreement.

5. Joint Labor Management Committee on Workers' Compensation Issues:

The Union and the School Committee agree to form a joint labor/management committee that will meet over the life of the collective bargaining agreement (July 1, 2009 to June 30, 2012) to discuss concerns and possible solutions related to workers' compensation issues within the unit. The joint labor/management committee will consist of two members selected by the union and the Director of Facilities and the Chief Operating Officer for the Cambridge Public Schools. The recommendations of the joint/labor management committee will be advisory to the Superintendent of Schools. This provision regarding the joint labor/management committee will expire on its own terms as of June 30, 2009.

6. Effective as of January 1, 2010, members of the bargaining unit will have the opportunity to participate in a "Section 125 Flexible Spending Plan" with a cap of $5,000 (five thousand dollars) for dependent care and a cap of $5,000 (five thousand dollars) for medical care, such plan to be in accordance with Internal Revenue Service Regulations.

ARTICLE 15
BUILDING ORGANIZATION

1. There shall be established the following classifications for custodial personnel:

Civil Service Title	Organizational Title
Building Custodian, Storekeeper	Custodian, Class I, III, Storekeeper I
Senior Building Custodian	Senior Custodian Class IV
Senior Building Custodian	Senior Custodian Class V

	Carpenter Carpenter IV, Head Carpenter
Electrician	Electrician IV, Head School Electrician
Bus Driver	Bus Driver I
Electrician's Helper	Electrician Helper I
Senior Storekeeper	Senior Storekeeper Class IV
HVAC Technician	HVAC Technician, Lead HVAC Technician
HVAC Helper	HVAC Helper
Pipefitter	Pipefitter
	Fire Alarm Electrician

2. Custodian Class I will include all custodians who are under supervision of a Senior Custodian, Class IV or V.

The Senior Custodian Class IV will be the Custodian-in-Charge of the following schools:

Amigos	Kennedy/Longfellow
Baldwin	King
Cambridgeport	King Open
Fletcher/Maynard Academy	Morse
Graham & Parks	Peabody
Haggerty	Tobin

The Senior Custodian Class V will be the Custodian-in-Charge of the following school:

Cambridge Rindge and Latin School

ARTICLE 16
SALARIES

The following salary schedules will become effective on the dates and for the period of time indicated.

a. The following percentage increases shall be applied to the weekly salary schedules, and not to other economic items, effective on the dates indicated;

July 1, 2018 – 2.5%
July 1, 2019 – 2.5%
July 1, 2020 – 2.5%

Should, during the life of the collective bargaining agreement, any City or School unit reach voluntary agreement with the City for a general across the board wage increase greater in percentage than that provided to this Union, then the City and the Union agree to reopen the collective bargaining agreement for the limited purpose of discussing base wages.

1. Pay Day:

Pay day shall be Monday of each week. The Employee's salary shall be available to the Employee by 2:00 p.m. on pay days. Where Monday is a holiday, the Employee's salary shall be available by 2:00 p.m. on the previous Friday.

2. Working Out of Grade:

Members of the bargaining unit working above their classifications for fifteen (15) consecutive days or more shall be paid the rate of the higher classification retroactive to the first day of such work.

Schedule A Hourly Salary Schedule Effective July 1, 2018					
The following schedule reflects a 2.5% per annum increase effective July 1, 2018.					
	Step	Hourly Rate	Facilities Management Professional Certificate, Hourly Rate	Facilities Management Associate's Degree, Hourly Rate	Facilities Management Bachelor's Degree, Hourly Rate
Custodian	1	18.17	18.41	18.46	18.60
Storekeeper	2	19.21	19.46	19.50	19.65
Bus Driver	3	20.60	20.84	20.89	21.03
Elec. Helper	4	21.95	22.19	22.24	22.38
HVAC Helper	5	22.75	22.99	23.04	23.18
Junior I	6	23.62	23.86	23.90	24.05
	7	24.55	24.79	24.84	24.98
	8	25.58	25.82	25.87	26.01
	9	27.64	27.88	27.93	28.08
	10	29.28	29.52	29.57	29.71
Custodian Junior III	1	21.93	22.17	22.21	22.36
	2	23.42	23.66	23.71	23.85
	3	24.01	24.25	24.30	24.44
	4	25.27	25.51	25.56	25.70
	5	26.27	26.51	26.56	26.70
	6	27.26	27.50	27.55	27.69
	7	28.30	28.54	28.59	28.73
	8	29.38	29.62	29.66	29.81
	9	30.80	31.04	31.09	31.24
Custodian	1	22.66	22.90	22.95	23.09
Storekeeper	2	24.82	25.06	25.11	25.25
Carpenter	3	26.18	26.42	26.47	26.62
Electrician	4	27.02	27.26	27.31	27.45
Pipefitter	5	27.82	28.06	28.11	28.25
HVAC Tech	6	28.79	29.04	29.08	29.23
Senior IV	7	29.80	30.04	30.09	30.24
	8	31.26	31.50	31.55	31.70
	9	33.59	33.83	33.88	34.02
CRLS Senior V	1	35.10	35.34	35.39	35.54
Head Carpenter	2	36.36	36.60	36.64	36.79
Head Electrician	3	37.62	37.86	37.91	38.05
Lead Pipefitter	4	38.89	39.13	39.18	39.32
Lead HVAC Tech	5	40.19	40.43	40.47	40.62
Fire Alarm Elec	6	41.16	41.40	41.45	41.59

Schedule B: Hourly Salary Schedule Effective July 1, 2019					
The following schedule reflects a 2.5% per annum increase effective July 1, 2019.					
	Step	Hourly Rate	Facilities Management Professional Certificate, Hourly Rate	Facilities Management Associate's Degree, Hourly Rate	Facilities Management Bachelor's Degree, Hourly Rate
Custodian	1	18.63	18.87	18.91	19.06
Storekeeper	2	19.70	19.94	19.98	20.13
Bus Driver	3	21.11	21.35	21.40	21.55
Elec. Helper	4	22.50	22.74	22.78	22.93
HVAC Helper	5	23.32	23.56	23.61	23.75
Junior I	6	24.21	24.45	24.49	24.64
	7	25.16	25.40	25.45	25.59
	8	26.22	26.46	26.51	26.65
	9	28.33	28.57	28.62	28.77
	10	30.01	30.25	30.30	30.44
Custodian Junior III	1	22.47	22.71	22.76	22.91
	2	24.00	24.24	24.29	24.44
	3	24.61	24.85	24.90	25.04
	4	25.90	26.14	26.19	26.34
	5	26.93	27.17	27.22	27.36
	6	27.94	28.18	28.23	28.37
	7	29.01	29.25	29.30	29.44
	8	30.11	30.35	30.40	30.54
	9	31.57	31.81	31.86	32.01
Custodian	1	23.23	23.47	23.52	23.66
Storekeeper	2	25.44	25.68	25.73	25.88
Carpenter	3	26.84	27.08	27.13	27.27
Electrician	4	27.69	27.93	27.98	28.13
Pipefitter	5	28.51	28.75	28.80	28.95
HVAC Tech	6	29.51	29.75	29.80	29.95
Senior IV	7	30.55	30.79	30.84	30.98
	8	32.05	32.29	32.33	32.48
	9	34.43	34.67	34.72	34.86
CRLS Senior V	1	35.98	36.22	36.27	36.41
Head Carpenter	2	37.26	37.50	37.55	37.70
Head Electrician	3	38.56	38.80	38.85	38.99
Lead Pipefitter	4	39.86	40.10	40.15	40.30
Lead HVAC Tech	5	41.19	41.43	41.48	41.62
Fire Alarm Elec	6	42.19	42.43	42.48	42.62

Schedule C: Hourly Salary Schedule Effective July 1, 2020					
The following schedule reflects a 2.5% per annum increase effective July 1, 2020.					
	Step	Hourly Rate	Facilities Management Professional Certificate, Hourly Rate	Facilities Management Associate's Degree, Hourly Rate	Facilities Management Bachelor's Degree, Hourly Rate
Custodian	1	19.09	19.33	19.38	19.52
Storekeeper	2	20.19	20.43	20.48	20.62
Bus Driver	3	21.64	21.88	21.93	22.07
Elec. Helper	4	23.06	23.30	23.35	23.49
HVAC Helper	5	23.90	24.14	24.19	24.33
Junior I	6	24.81	25.05	25.10	25.24
	7	25.79	26.03	26.08	26.22
	8	26.87	27.11	27.16	27.31
	9	29.04	29.28	29.33	29.47
	10	30.76	31.00	31.05	31.19
Custodian Junior III	1	23.04	23.28	23.32	23.47
	2	24.60	24.84	24.89	25.04
	3	25.23	25.47	25.51	25.66
	4	26.55	26.79	26.84	26.98
	5	27.60	27.84	27.89	28.03
	6	28.64	28.88	28.93	29.07
	7	29.73	29.97	30.02	30.17
	8	30.86	31.10	31.15	31.30
	9	32.36	32.60	32.65	32.79
Custodian	1	23.81	24.05	24.10	24.24
Storekeeper	2	26.08	26.32	26.37	26.51
Carpenter	3	27.51	27.75	27.80	27.94
Electrician	4	28.38	28.63	28.67	28.82
Pipefitter	5	29.23	29.47	29.51	29.66
HVAC Tech	6	30.25	30.49	30.54	30.69
Senior IV	7	31.31	31.55	31.60	31.75
	8	32.85	33.09	33.13	33.28
	9	35.29	35.53	35.58	35.72
CRLS Senior V	1	36.88	37.12	37.17	37.31
Head Carpenter	2	38.20	38.44	38.48	38.63
Head Electrician	3	39.52	39.76	39.81	39.95
Lead Pipefitter	4	40.86	41.10	41.15	41.29
Lead HVAC Tech	5	42.22	42.46	42.51	42.65
Fire Alarm Elec	6	43.25	43.49	43.53	43.68

Effective July 1, 1999, an additional stipend of $20.25 per week ($0.51/hour) shall be paid to an elementary school senior custodian who meets either of the following criteria:

a. The elementary school senior custodian in a non-hybrid building supervises four (4) or more other junior custodians.

b. The elementary school senior custodian is the custodian-in-charge of a school whose enrollment is 600 students or more, as of the official October 1 enrollment annually reported to the state, provided that if the official October 1 enrollment in any subsequent year shall decrease below 550 students, the stipend shall not be paid. The stipend shall be reinstated if the official October 1 enrollment increases to 600 or more students in any specific subsequent year.

(Note: this additional stipend shall not be paid to any elementary senior custodian already receiving a stipend, not specified in this collective bargaining agreement, greater than that provided for above.)

Effective July 1, 1999, the CRLS night shift custodian supervisor shall receive an additional stipend of $63.32/week ($1.58/hour) for supervising up to eleven (11) junior custodians.

Effective July 1, 1999, an additional stipend of $20.25 per week ($0.51/hour) shall be paid to an elementary school senior custodian who meets either of the following criteria:

a. The elementary school senior custodian in a non-hybrid building supervises four (4) or more other junior custodians.

b. The elementary school senior custodian is the custodian-in-charge of a school whose enrollment is 600 students or more, as of the official October 1 enrollment annually reported to the state, provided that if the official October 1 enrollment in any subsequent year shall decrease below 550 students, the stipend shall not be paid. The stipend shall be reinstated if the official October 1 enrollment increases to 600 or more students in any specific subsequent year.

(Note: this additional stipend shall not be paid to any elementary senior custodian already receiving a stipend, not specified in this collective bargaining agreement, greater than that provided for above.)

Effective July 1, 1999, the CRLS night shift custodian supervisor shall receive an additional stipend of $63.32/week ($1.58/hour) for supervising up to eleven (11) junior custodians.

Effective July 1, 2015 the elementary/upper school senior custodian is the custodian-in-charge of a hybrid elementary/upper school building shall receive a stipend of $75.00 (seventy-five dollars) per week.

Effective July 1, 2015, the CRLS night shift custodian supervisor shall receive an additional stipend per week as follows:

Years of Service as CRLS Night Shift Custodian	Amount
Date of Appointment to Five (5) Years	$75.00
Five (5) to Eight (8) Years	$100.00
Over Eight (8) Years	$125.00

Effective July 1, 1999, an additional stipend of $20.25 per week ($0.51/hour) shall be paid to an elementary school senior custodian who meets either of the following criteria:

a. The elementary school senior custodian in a non-hybrid building supervises four (4) or more other junior custodians.

b. The elementary school senior custodian is the custodian-in-charge of a school whose enrollment is 600 students or more, as of the official October 1 enrollment annually reported to the state, provided that if the official October 1 enrollment in any subsequent year shall decrease below 550 students, the stipend shall not be paid. The stipend shall be reinstated if the official October 1 enrollment increases to 600 or more students in any specific subsequent year.

(Note: this additional stipend shall not be paid to any elementary senior custodian already receiving a stipend, not specified in this collective bargaining agreement, greater than that provided for above.)

Effective July 1, 1999, the CRLS night shift custodian supervisor shall receive an additional stipend of $63.32/week ($1.58/hour) for supervising up to eleven (11) junior custodians.

Effective July 1, 2015 the elementary/upper school senior custodian is the custodian-in-charge of a hybrid elementary/upper school building shall receive a stipend of $75.00 (seventy-five dollars) per week.

Effective July 1, 2015, the CRLS night shift custodian supervisor shall receive an additional stipend per week as follows:

Years of Service as CRLS Night Shift Custodian	Amount
Date of Appointment to Five (5) Years	$75.00
Five (5) to Eight (8) Years	$100.00
Over Eight (8) Years	$125.00

SHIFT DIFFERENTIAL

There shall be a shift differential paid for the designated work shifts of 11:00 AM - 7:30 PM and 2:00 PM - 10:30 PM. Such shift differential shall not be included in calculating overtime compensation.

The shift differential shall be determined as follows:

a. As of the date of the ratification of this contract by both parties, any person working on a shift that commences at or after 2:00 PM said person shall receive a shift differential of an additional amount as listed below per hour worked from the time of the commencement of said person's shift;

Amount	Effective Date
$1.25	July 1, 2012

b. Any senior or junior custodian working the 11:00 AM - 7:30 PM shift shall receive a shift differential of an additional amount as listed below per hour for each hour worked on that shift;

Amount	Effective Date
$0.60	July 1, 2012

c. Night shift differential shall be paid for holidays, personal, bereavement and vacation time if the night shift Employee has worked six (6) months or more in the previous year on the night shift. If the Employee has worked less than six (6) months on the night shift in the previous year, no night shift differential shall be paid for vacations, holidays, personal, and bereavement time.

d. Effective July 1, 2000, the top step in each salary classification (lane) shall be increased by an amount equal to $104 annually, and effective July 1, 2002, the top step in each salary classification (lane) shall be increased by an additional amount equal to $104 annually.

ARTICLE 17
LONGEVITY

Subject to the provisions of this Agreement, all bargaining unit Employees (Members of the Unit before July 1, 1989), shall be compensated according to the following formula as a longevity pay. Said payments shall be included in the base pay on a weekly basis. Eligibility shall be based on years of service with the Cambridge School Department, the City of Cambridge, and any other Massachusetts state, county, or municipality. The years of service shall be computed as of the anniversary of employment with the Cambridge School Department and shall include prior interrupted service.

Completed Years of Service	Amount
After 5 years	$ 865
After 10 years	1,205
After 15 years	1,700
After 20 years	2,272
After 25 years	2,786

Effective July 1, 1989, all new hires will not be eligible for longevity pay.

ARTICLE 18
PERSONNEL DEVELOPMENT

Effective July 1, 2015, Unit members will be eligible for tuition reimbursement for courses through the International Facilities Management Association, towards, four (4) on-line courses that lead to a Facilities Management Professional ("FMP") certificate. The maximum amount of reimbursement shall be $600.00 (six hundred dollars) per course per individual for a maximum of two (2) courses per individual per contract year. To be eligible for reimbursement for the course, prior approval by the unit member's supervisor and the Superintendent's designee shall be required, the course must be taken after working hours, and a final course grade of at least "B-" shall be required unless a course is only offered "Pass/Fail" in which case a "passing" grade shall be required. The total tuition reimbursement pool amount shall not exceed $12,000.00 (twelve thousand dollars). During the term of this collective bargaining agreement, the Union and the District may mutually agree to expanding the scope of courses eligible for tuition reimbursement under this provision to include courses offered by other similar national professional facilities management organizations that lead to facilities management certifications.

For an individual that successfully completes all four on-line courses and obtains an FMP Certificate from the International Facilities Management Association, and is certified as an FMP, the individual shall receive a differential of $500.00 on their base salary based upon submission of documentation to the Human Resources Department evidencing that the member has successfully completed all four on-line course offered by International Facilities Management Association leading toward the FMP certificate, that the individual has been certified as an FMP and that such courses were taken after working hours.

Effective June 30, 2018, an FMP certificate will be required for appointment to senior building custodian positions.

Additionally, effective July 1, 2015, Unit members will be eligible for tuition reimbursement for job related educational courses taken on or after July 1, 2015 at an accredited two year or accredited four year college or university which is leading to a degree, diploma or certification in facilities management or at an accredited professional building trade school, which is leading to a diploma or certification that requires the equivalent of two years of courses. In the case of an accredited professional building trade school, the District shall keep on file a list of accredited professional building trade schools in the District's Facilities Management Office and this list may be updated annually by the Superintendent or designee. The decision of whether a certification or diploma is the equivalent of two years of courses shall be in the sole discretion of the Superintendent or designee. Such decision shall be grievable but shall not be arbitrable. The maximum amount of the tuition reimbursement shall be $500.00 (five hundred dollars) per course per individual per contract year. To be eligible for reimbursement for the course, prior approval by the unit member's supervisor and the Superintendent's designee shall be required, the course must be taken

after working hours, and a final course grade of at least "B-" shall be required unless a course is only offered "Pass/Fail" in which case a "passing" grade shall be required. The total tuition reimbursement pool amount shall not exceed $5,000.00 (five thousand dollars).

For an individual that successfully completes and obtains an Associate's Degree from an accredited college or university in Facilities Management or a diploma or certification from an accredited professional building trade school that is on the approved list of accredited professional building trade schools maintained in the District's Facilities Management Office, the individual shall receive a differential of $600.00 on their base salary based upon submission of documentation to the Human Resources Department evidencing that the member has successfully completed and obtained an Associate's Degree in Facilities Management or has successfully completed and obtained a diploma or certification from an accredited professional building trade school that is on the approved list of accredited professional building trade schools maintained in the District's Facilities Management Office and that such courses were taken after working hours.

For an individual that successfully completes and obtains a Bachelor's Degree from an accredited college or university in Facilities Management, the individual shall receive a differential of $900.00 on their base salary based upon submission of documentation to the Human Resources Department evidencing that the member has successfully completed and obtained a Bachelor's Degree in Facilities Management and that such courses were taken after working hours.

ARTICLE 19
EMERGENCY BYSTANDER AID STIPEND

The Superintendent of Schools and the Commissioner of Health may offer annually an Emergency Bystander first aid course. It will be offered after regular school hours and/or release days. The total course and subsequent refresher course shall not exceed fifteen (15) hours on school time.

After November 1, 1984, all new members of the bargaining unit will be required to take the course and maintain the certificate. It will be offered on a volunteer basis to members prior to November 1, 1984.

ARTICLE 20
Licenses and License Stipend

Section 1 - Licenses:

The employer will reimburse members of the bargaining unit for the actual cost of licenses required by the employer to perform job duties, except for regular drivers' licenses, and it shall reimburse bargaining unit members no more than once every 3 years an amount up to $309 for state-mandated training courses taken in connection with licenses that are required by the employer to perform job duties. With respect to Commercial Drivers Licenses required as a matter of law for employees to perform work required by the employer, the employer will pay license and testing and "endorsement" fees and it will allow affected employees to use the employer's bus for the purpose of taking the exam, with reasonable advance notice.

Section 2 - Stipend:

The School Committee shall pay an annual $1,350.00 (one thousand three hundred fifty dollars) stipend that is added to the base salary in December to members of the bargaining unit holding Master and Journeyman Electrician and Construction Contractor, HVAC and Pipefitter licenses, as required by the employer.

Members of the bargaining unit holding Master and Journeyman Electrician and Construction Contractor, HVAC and Pipefitter licenses shall take and successfully complete within six (6) months from the date that the collective bargaining agreement for the period of July 1, 2006 through June 30, 2009 is ratified by the parties professional development courses, at the expense of the Cambridge Public Schools, that have been approved in advance by the Director of Facilities with at least ten (10) hours of such professional development courses being in the area of safety and ten (10) hours of such professional development courses being related to the member of the bargaining unit’s licensed profession. The time and location of the professional development courses shall be determined by the Director of Facilities. The safety courses will be selected by the Director of Facilities after consultation with the Safety Committee.

In the second year of the collective bargaining agreement for the period of July 1, 2006 through June 30, 2009 and thereafter in order to maintain the increase in the stipend amount, all members of the bargaining unit holding Master and Journeyman Electrician and Construction Contractor, HVAC and Pipefitter licenses will need to take and successfully complete ten (10) hours of professional development in the areas of safety and professional development courses related to the member of the bargaining unit's licensed profession. All individuals hired as Master and Journeyman Electrician and Construction Contractor, HVAC and Pipefitters and holding such licenses after the date of the ratification of the collective bargaining agreement will have to take and complete twenty (20) hours of professional development in the areas of safety and professional development courses related to the member of the bargaining unit's licensed profession in their first year of employment of which ten (10) hours shall be in the area of safety and ten (10) hours of professional development in the areas of safety and professional development related to their licensed profession in subsequent years. All such courses shall be selected by the Director of Facilities and the safety courses shall be selected by the Director of Facilities after consultation with the Safety Committee. The time and location of all professional development courses shall be determined by the Director of Plant Maintenance.

ARTICLE 21
GENERAL PROVISIONS

1. A bulletin board will be provided in each building for the purposes of displaying notices. Parties to this Agreement, both of who may use the bulletin board for routine announcements, agree no denunciatory or inflammatory material will be posted.

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

3. The Committee and the Union agree that if any provisions of this Agreement or any application of the Agreement to an 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 the Agreement. Any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

4. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, national origin, sexual orientation, religious beliefs, disability, gender identity or genetic information.

5. The Committee agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 1611 to enter the premises any reasonable time for individual discussion of working conditions with Employees, provided that such representatives do not interfere with the performance of duties assigned to the Employees.

6. The Committee agrees to compensate any Employee who is required to use his personal car as part of his duties for the Committee at the rate of fifteen cents ($0.15) per mile. Such compensation shall cover only travel performed during scheduled hours of work, shall cover only travel beginning after arrival at the place of assignment and ending with departure from the last place of assignment during that period.

7. The Committee and the union will share equally the cost of printing copies of this Agreement.

8. While schools are in session, all Custodians shall be directly responsible to the Chief School Administrator or the regular designee of the building to which they are assigned. While schools are not in session, they shall be directly responsible to the Director of Facilities. All Custodians not assigned to a building shall be directly responsible to the Director of Facilities.

9. Duties and Responsibilities: Employees shall be responsible for all duties and assignments set forth in the Cambridge Public Schools Custodial Cleaning Standards Handbook as then in effect and for the usual orders and requirements of the School Committee and the Superintendent or designee. Such duties and responsibilities shall include, but not be limited to, minimum standards of maintenance to be observed in each school building. In addition it shall be the duty of Senior Custodians-in-Charge of buildings to train Custodians assigned to them.

   It is understood that the above is a guide for minimum maintenance and shall not be construed to restrict supervisory powers of School Administrators or their regular designees or the powers of the Director of Facilities under the rules of the School Committee or to reduce or limit the duties and responsibilities set forth in the Cambridge Public Schools Custodial Cleaning Standards Handbook as then in effect.

   Each Senior Building Custodian will put in writing the specific duties of each Custodian assigned to the building. The Senior has the right, however, to utilize the manpower available to him in order to maintain the building properly.

   A person on detail shall perform regular work duties when reasonable to do so. The Senior shall lay out a work schedule in advance for any person who is to be on detail.

   Windows which the Director of Facilities determines can be repaired by Custodians will be repaired by custodians with the assistance of a general repair person (i.e., windows cut to size and the appropriate tools and instructions provided).

10. Discrimination and Coercion: There shall be no discrimination by administrators or other agents of the Employer against any Employee because of his activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his adherence to any provision of this Agreement or his refusal to comply with any order which would violate this Agreement.

11. Preparation of School Buildings: School Custodians shall have a minimum of ten (10) working days during the latter part of August and early September of each year to prepare their buildings for the opening of School. This policy shall not include administrative portions of the buildings or the War Memorial and shall be more fully set out in a separate memorandum of agreement between the parties.

12. Evaluation: The elementary Principal or Assistant Principal, or at CRLS, the Principal, Assistant Principal for Administration or Dean, or at Thorndike Street, the Chief Operating Officer in conjunction with the Director of Facilities, shall submit written evaluations of all custodial staff in the building under their control. In the case of evaluations of Junior Custodians, the administrator as defined above may consult with the Senior Custodian regarding the evaluation. In the case of newly hired custodians, the Director of Facilities shall, in conjunction with the appropriate building administrator conduct such evaluations during the first six months of probationary employment. Management shall consult with the union before making any change to the existing evaluation instrument and process.

13. It is agreed that keys to school buildings will not be given out to persons except Employees of the Cambridge School Department, Employees of the City of Cambridge or a service contractor who for good reason should have access to school buildings.

14. Bus drivers are expected to perform all duties assigned and adhere to all regulations approved by the Cambridge School Department as listed in document entitled "Responsibilities of Bus Drivers", Business Procedures Manual subsection 1120, Pages E1-1 to E1-12 as may be subsequently amended. Preventive maintenance, cleaning, and general care of all school buses may be assigned within the limits of time available.

15. Bus Drivers are expected to be completely knowledgeable of their duties and responsibilities and may be retested from time to time by the coordinator or state authorities. Should they fail a test or retest, reasonable time and instruction will be given to qualify the driver.

16. Bus drivers are expected to report as required: (1) cases of discipline, (2) use of fuel, (3) preventive maintenance and vehicle condition, (4) safety problems and accidents, and other matters as designated by the coordinator including morning calls at 8:30 a.m.

17. Routes shall be assigned by the School Department as required by the best interests of the Department.

18. The Employer will inform the union whenever Temporary Employee or Regular Employee are employed.

19. The Employer shall not contract or subcontract work, in whole or in part, where bargaining unit members are on layoff status with recall rights, or in any school or location at which staff have been reduced by attrition within 2 years prior to the subcontracting.

20. The parties shall create a roundtable labor/management study committee to study and resolve outstanding issues of staffing, detail coverage, salary steps, and any other related matters.

21. 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.

22. To seek input and advice of custodial staff on safety issues, the Cambridge School Committee and the Union will create a joint advisory committee composed of up to three (3) school department administrators designated by school department management and up to three (3) union members designated by the President of the Local 1611. Recommendations from this Committee shall be advisory to the Management.

ARTICLE 22
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 of the acceptance of this Agreement except where such right, power, duty, rule or policy is specifically limited or changed by this contract.

ARTICLE 23
EMERGENCIES

If any emergency situation should arise, the School Committee shall have the right to make necessary changes in the provisions of this contract for the best interests of all the pupils, for the duration of said emergency. Any emergency which materially affects the members of the unit which is declared by the School Committee and relates to changes of school or shifts, will be declared in writing including a reasonable estimate of its nature and duration.

New construction or major renovations of school buildings which involves the demolition or major renovations of buildings and the displacement of some pupils will constitute an emergency under this Article. (Whenever new construction or major renovations require the closing of a school, Custodial personnel assigned to the latter shall, insofar as is feasible, be assigned to the building which houses the students during the construction or major renovation period. In situations where it becomes necessary to temporarily house students in more than one building the assignment of Custodial personnel involved shall be the responsibility of the Director of Facilities. Upon completion of new construction or major renovations, Custodial personnel who had been assigned permanently to the demolished building shall be reassigned to the new school building.)

ARTICLE 24
LAYOFF AND RECALL

In the event the employer determines to reduce the work force by layoff of either a temporary or permanent duration due to lack of work, lack of funds, curtailment of services, abolition of position, or otherwise, it shall select the affected positions and it shall conduct layoffs by job classification as follows;

1. Provisional civil service employees in a job classification shall be laid off before permanent civil service employees, based on the employer's assessment of the individual's job skills, ability and performance, and taking seniority into consideration.

2. Permanent Civil Service employees shall be laid off in accordance with Chapter 31, Sections 39-45 of the General Laws of the Commonwealth of Massachusetts, provided that the notice period shall be 21 days. Employees whose positions have been affected, but whose seniority entitles them to remain employed pursuant to civil service statutes, shall be reassigned to available vacancies in the same civil service title by the employer. Employees who would be permitted to elect demotion in accordance with Chapter 31, Section 39 of the General Laws, shall be permitted to bump into the positions of the least senior custodians in the next lower civil service title.

3. Laid off permanent civil service employees shall be eligible for reinstatement (recall) in accordance with Chapter 31, Section 39 of the General Laws of the Commonwealth of Massachusetts.

   A laid off permanent civil service employee will remain on the recall roster for five years, provided that an employee who is offered recall to a position in the bargaining unit and who fails to accept such offer within fourteen (14) calendar days shall have his name placed at the bottom of the recall list for further recall purposes.

4. An employee returning to work after having been recalled will have his/her full contractual rights restored if he/she returns to a full-time position or if he/she returns to less than a full-time position said contractual rights will be pro-rated. Upon returning to work benefits will include the restoration of sick leave days accrued while employed. No rights or benefits will accrue during the period that the employee is laid off or otherwise not employed by the employer.

   (NOTE: it was agreed that the terms of paragraph 2 of this Article would supersede the posting provisions of Article 6 in the event of a layoff).

ARTICLE 25
CLEANING STANDARDS FOR BUILDINGS

It is recognized by the parties to this agreement that maintaining a safe, clean and healthy school facility is an essential component of an effective learning environment for students and all members of the school community. In order to promote such a goal, management is responsible for establishing written cleaning standards and requirements for all school facilities so that custodial staff has clear understandings of the expectations for maintaining high levels of cleanliness in buildings. The parties recognize that the basic minimum cleaning standards for buildings are set forth in the Cambridge Public Schools Custodial Cleaning Standards Handbook. These basic minimum cleaning standards are not to be construed or interpreted as restricting supervisors powers of the school administrators or their regular designees or the powers of the Director of Facilities and/or Chief Operating Officer.

In developing such standards, management shall seek the input and advice of custodial staff through a joint Cleaning Standards Advisory Committee which shall include three members of the bargaining unit designated by the President of Local 1611, and up to three individuals designated by Management. This Committee shall be formed within 30 days of the ratification of this agreement by the parties, if not sooner by mutual agreement. Recommendations from this Committee shall be advisory to Management.

ARTICLE 26
DURATION

1. Effective Date: With the exception of the provisions listed below this Agreement will become effective as of July 1, 2018 and will remain in force and effect through June 30, 2021.

2. Changes: Should either party to this Agreement wish to initiate collective bargaining discussion over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the authorized parties signatory to the Agreement on or before sixty (60) days before the end of the term (the anniversary date as set forth in paragraph 1) of this Agreement.

   The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in the Article shall preclude the Union from modifying any previous proposals during the course of negotiations.

3. Renewal: Should neither party to this Agreement send a notice within sixty (60) days of the anniversary date as set forth in paragraph 2, this Agreement shall be considered to have been automatically renewed for another calendar year.

Side Letter of Agreement

New Custodial Staffing Plan - Effective 7/1/97

Effective July 1, 1997, the following custodial staffing plan will be implemented for elementary schools;

1. The purpose of this staffing plan is to; 1) enable the School Department to efficiently utilize senior custodial staff to oversee and supervise the work of junior custodians on all shifts, 2) provide proper coverage on all shifts to enable schools to be cleaned effectively, and 3) retain a certain number of day shift opportunities in elementary schools for junior custodians to bid.

2 Schools With Five Custodial Staff: schools with five custodial staff, including the Senior Custodian and Matron, shall have the following shift assignments;

One Junior Custodian - - 6:00 AM - 2:30 PM
One Senior Custodian - - 6:00 AM - 2:30 PM or 11:00 AM - 7:30 PM
One Junior Custodian - -11:00 AM - 7:30 PM or 2:00 PM -10:30 PM
Two Junior Custodian - - 2:00 AM -10:30 PM

The shift option for the Senior Custodian and for one Junior Custodial position shall be determined at the discretion of management, as vacancies occur in such positions.

3. Schools with Four Custodial Staff: schools with four custodial staff, including the Senior Custodian and Matron, shall have the following shift assignments;

One Junior Custodian - - 6:00 AM - 2:30 PM
One Senior Custodian - 11:00 AM - 7:30 PM
Two Junior Custodian - - 2:00 PM -10:30 PM

(Note: schools which currently have a Matron will retain that position on the day shift. When the position becomes vacant, it will be posted and filled through the regular bid process as a junior custodial position on the night shift.)

4. Schools with Three Custodians: schools with three custodial staff, including the Senior Custodian and Matron, shall have the following shift assignments;

One Senior Custodian - - 6:00 AM - 2:30 PM
One Junior Custodian - -11:00 AM - 7:30 PM
One Junior Custodian - - 2:00 PM -10:30 PM

(Note: schools which currently have a Matron will retain that position on the day shift. When the position becomes vacant, it will be posted and filled through the regular bid process as a junior custodial position on the appropriate shift.)

5. Schools with Two Custodians: schools with two custodial staff, including the Senior Custodian, shall have the following shift assignments;

One Senior Custodian - - 6:00 AM - 2:30 PM
One Junior Custodian - - 2:00 PM - 10:30 PM

6. The 11:00 AM - 7:30 PM shift for Junior Custodians and/or Senior Custodians shall include payment of a shift differential of $0.46 per hour, as stipulated in the contract.

7. Implementation of the Staffing Plan: the above staffing plan will be implemented as follows;

   a. As vacancies occur in Matron positions, they will be posted and filled on the appropriate shift in accordance with the contract.

   b. In four- and five-person schools, the new staffing plan will be implemented as vacancies occur, unless a voluntary shift change is acceptable to the individual currently in a

position. Also, in a five-person school, the shift option for the Senior Custodian and One Junior Custodial position shall be posted and filled as follows;

1) In order to implement the staffing plan, it may be necessary, because of junior custodians in existing shift assignments, to post a Senior Custodial position with the provision that the shift assignment may change when a junior custodial vacancy occurs.

2) Similarly, it may be necessary, because of a senior custodian in an existing shift assignment, to post one Junior Custodial position with the provision that the shift assignment may change when the senior custodial vacancy occurs.

c. In three-person schools, the 11:00 - 7:30 junior custodial shift shall be filled as follows;

1) If there are two junior custodians currently on the 2:00 - 10:30 shift, both shall be given the opportunity to volunteer for the new shift. If both volunteer, the person with the greatest seniority in the system shall be selected. If there are no volunteers, the person with the least seniority in the system shall be assigned to the 11:00 AM - 7:30 PM shift, after first having been given the opportunity to bid for any 2:00 PM - 10:30 PM shift in another school not held by a custodian.

2) If there currently is both a junior custodian and a senior custodian on the first shift, if the junior custodian volunteers to move the second shift, the person shall be selected.

3) If there currently is both a junior custodian and a senior custodian on the first shift and there is no voluntary move, if the junior position becomes vacant before the senior position, the junior position shall be posted and bid as the 11:00 AM - 7:30 PM shift.

4) If there currently is both a junior custodian and a senior custodian on the first shift and there is no voluntary move, if the senior position becomes vacant before the junior position, the senior position shall be posted and bid as the 11:00 AM - 7:30 PM shift, with the provision that when the day shift junior position for that school becomes vacant, the person previously selected for the senior position shall be moved to the 6:00 AM - 2:30 PM shift, and the junior vacancy shall be posted and bid as the 11:00 AM - 7:30 shift. When the shift change to 6:00 AM - 2:30 PM occurs for the senior position, the shift differential shall be discontinued.

8. The current practice of having second and third shift custodial staff, at the discretion of management, come in on the first shift during school vacation periods to work as a part of a custodial work team on major cleaning projects shall continue in effect. This will continue to be coordinated by senior custodians.

9. If a temporary shift change is voluntarily requested by either a senior or junior custodian to accommodate a personal situation, and is approved by the Director of Facilities, the shift differential shall not be paid to the individual requesting the change. If management requests or requires a shift change for any reason, including emergencies, the shift differential applicable to the individuals' normal shift shall be paid.

10. From time to time, management may determine that it wishes to have a senior custodian work on a shift different from the individual's regular shift, in order to train employees or deal with work performance issues on a particular shift. When this occurs, a senior custodian and a junior custodian may be required to temporarily change shifts to accomplish this and provide proper building coverage. In such instances, neither individual shall lose a shift differential to which they otherwise would be entitled, and if an individual is required to work on a shift with a higher differential, the higher differential shall be paid. Management agrees to limit such situations to no more than ten days at a time, and no more than 20 days in any year for an individual. Also, at least one week notice of such changes shall be given, unless there is an emergency. All such situations must be approved by the Director of Facilities.

This Agreement entered into this 18th day December of 2018.

FOR THE CAMBRIDGE SCHOOL COMMITTEE

Dosha Beard
School Committee

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

Claire Spinner
Chief Financial Officer

FOR AFSCME/AFL-CIO COUNCIL 93
LOCAL 1611

President, Local 1611

Negotiating Committee

Negotiating Committee

Negotiating Committee

Negotiating Committee

Voted by the School Committee

Date: 12-18-18 Order Number: C18-448