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AGREEMENT
BETWEEN THE
CAMBRIDGE SCHOOL COMMITTEE
AND
THE CAMBRIDGE EDUCATION ASSOCIATION
CLERICAL UNIT C

July 1, 2015 - June 30, 2018

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This Agreement entered into by the Cambridge School Committee, (the "Committee") and the Cambridge Education Association Clerical Unit C, ("Unit C"), 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, standards of productivity and performance and any other conditions of employment.

ARTICLE 1 RECOGNITION

The School Committee recognizes the Union to be its own exclusive bargaining agent of the following group of Employees - in the following Civil Service Classification: Clerk Typist - full-time and part-time, Clerk Typist Stenographer, Clerk Typist and Telephone Operator, Telephone Operator, Chief Switchboard Operator, Account Clerk, Senior Clerk, Senior Clerk and Typist, Senior Clerk Typist and Stenographer, Statistical Machine Operator, Data Entry Operator, including any of the above which are grant funded or federally funded, and Clerk Specialist , but excluding all other Employees of the School Committee as well as Manager of Payroll, Manager of Human Resources, Manager of Communications, all other Managers and Assistant Managers, the Secretaries to the Superintendent, Secretary to the Deputy Superintendent, Secretary to the Executive Director of Human Resources, Secretary to the Chief Financial Officer, Secretary to the Chief Operating Officer, Secretary to the Legal Counsel, the Executive Secretary to the School Committee, the Secretary to the Executive Secretary to the School Committee, and any Clerk Typist or Clerk Stenographer who works in the office of and directly with the School Committee.

There shall be no title change of any classification currently covered by the collective bargaining agreement, unless negotiated.

ARTICLE 2 DEFINITIONS

SECTION 1. The words "Employee" and "Employees" as hereinafter used in this Agreement, refer only to such Civil Service Employees who are either permanent or provisional and fall within the collective bargaining unit described in Article 1 hereof.

The term "regular" Employee, as hereinafter used in this Agreement, shall refer to such Employees who hold permanent Civil Service status or provisional status.

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

ARTICLE 3
AGENCY SERVICE FEE

The Cambridge School Committee agrees to require payment of an Agency Service Fee. This will be a condition of employment pursuant to the Agency Service Fee provisions of Chapter 150E, Section 12 of the General Laws. The Union agrees to indemnify and save the School Committee harmless for any action it may take pursuant to this provision, including any claims made against it by an Employee or group of Employees.

ARTICLE 4
GRIEVANCE AND ARBITRATION PROCEDURES

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, standards of productivity and performance and any other terms and conditions of employment 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 by an Employee that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

B. ADJUSTMENT OF GRIEVANCE:

Grievances presented by the Union or an Employee shall be presented and adjusted in the following manner:

Section 1. GENERAL PROCEDURES

INFORMAL PROCEDURE

The aggrieved Employee may discuss the matter with her appropriate immediate supervisor or in the case where the grievance relates to that supervisor, then with the supervisor's immediate supervisor.

FORMAL PROCEDURE

STEP 1. The Union's President or designee with the aggrieved Employee shall take up the grievance or dispute in writing with the immediate supervisor within ten (10) business days of the date of the grievance or her knowledge of its occurrence. The immediate supervisor shall attempt to resolve the matter and respond to the President within twenty-five (25) business days of the grievance being submitted to the immediate supervisor.

STEP 2. If the grievance has not been resolved, it shall be presented in writing to the Superintendent of Schools within ten (10) business days after the immediate supervisor's response is due. The Superintendent or designee shall respond to the President in writing within twenty-five (25) business days.

STEP 3. If the grievance still remains unresolved, it shall be presented to the School Committee in writing within ten (10) business days after the response of the Superintendent is due. The School Committee shall respond in writing within twenty-five (25) business days after its second regularly scheduled meeting following the presentation of the grievance to the School Committee. Failure by the School Committee to respond within this period shall be construed as a denial of the grievance.

PROVISIONS APPLICABLE TO GRIEVANCE AT STEP 1, STEP 2 AND STEP 3

Each written statement of a grievance shall be on a form approved by both parties.

Conferences held under this procedure shall be conducted at a time and place which 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.

A written summary shall be made of the disposition of any grievance at Step 1, 2, or 3.

RECORDS:

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

REPRISALS:

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

STEP 4.

- A. If the Union is not satisfied with the disposition of the Employee grievance at Level Three, or if no decision has been rendered within twenty-five (25) business days after the next regularly-scheduled meeting of the School Committee, the Union may, within fifteen (15) business days, whichever is sooner, notify the School Committee, insisting that the grievance is being brought to arbitration. Therefore, the Union may submit the grievance to the American Arbitration Association to binding arbitration within fifteen (15) business days to be processed according to its rules.

- B. The costs for the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expense, will be borne equally by the Cambridge School Committee and the Union.

GENERAL:

1. Any grievant may be represented at all stages of the grievance procedure by a person of her own choosing, except that she may not be represented by a representative or any officer of any other organization, other than the Union. When a member is not represented by the Union, the Union shall have the right to present and to state its views at all stages of the grievance procedure.
2. Decisions rendered at Steps One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievants and the Union.
3. In the event an aggrieved person does not desire to take action under this grievance procedure, the Union may process the grievance.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, will be jointly prepared by the Superintendent and the Union and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Notwithstanding anything contrary, no dispute or controversy shall be subject to arbitration unless it involves a grievance as defined in said Article under Definitions, Paragraph (a) of this Agreement. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings.

ARTICLE 5
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 Employee to return to work promptly, and the Union shall take 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 VACANCIES AND TRANSFERS

- A. Whenever the School Committee or its designee desires to fill a position covered by this Agreement as a result of death, retirement, promotion, resignation, newly-created positions or titles, transfer or any other reason, the position shall be made available to all permanent Civil Service employees by means of a notice that the School Committee desires to fill a position which shall be posted, in-house, for at least ten (10) days prior to the position being filled. A copy of each notice so posted shall be sent to the Union President via his/her Cambridge Public Schools' email address. If such vacancy should occur during summer vacation, notice of the vacancy will be emailed to all members of the Union at their Cambridge Public Schools' email address.
- B. In the filling of vacancies, seniority shall prevail when qualifications are substantially equal. All job applicants shall be notified of decisions reached within two (2) weeks of the date of appointment to positions.
- C. From time to time, it may become necessary for the Superintendent or designee to initiate a transfer. In such cases, a written notice stating the reasons, therefore, shall be given to the Clerk prior to the time of the transfer. A Clerk involuntarily transferred, may appeal to the Superintendent whose decision with respect to any such transfer shall be final. It is the desire of the Union to have seniority seriously considered.
- D. It is recognized by the parties to this Agreement that in effecting a transfer, delays may be necessary where a trained replacement is not available for the transferee, however, these delays shall not exceed thirty (30) days.
- E. It is agreed by the parties that the Committee retains the right to appoint emergency, temporary, intermittent, or any other non-permanent Employees in accordance with Chapter 31 (as amended) of the General Laws of the Commonwealth of Massachusetts. Past practice shall govern the use of temporary contracted services for peak loads and unforeseen emergencies.

- F. Whenever a Civil Service position is filled by a provisional or temporary employee for a period of thirty (30) days the School Committee shall call for the Civil Service list and the position shall be filled by an appointment from said list within thirty (30) days of its receipt.
- G. The School Committee retains the right to make reassignments within administrative units. (See Appendix B.) In no event shall a reassignment cause an Employee to move to another building. Such cases shall be treated as involuntary transfers.

ARTICLE 7 HOURS OF WORK

1. An Employee may choose her regular schedule of work hours, subject to the approval of her appropriate supervisor. The Supervisor's decision shall be final. The regular hours of work each day shall be consecutive except for interruptions for lunch period. The regular hours of the workweek are Monday through Friday inclusive. All clerical employees are employed on a school year or calendar year basis, except for elementary school clerks who are employed on an eleven (11) month basis.
2. The existing regular schedule for full-time office personnel shall be the following inclusive of a one (1) hour meal period with pay:

7:00 a.m. to 3:00 p.m.
7:30 a.m. to 3:30 p.m.
8:00 a.m. to 4:00 p.m.
8:30 a.m. to 4:30 p.m.
9:00 a.m. to 5:00 p.m.

The principal or upper school heads, dean of a school or department head may adjust the start and end times of the above existing regular schedule for full-time office personnel by up to one (1) full hour in order to meet the needs of his/her school except that no start time shall be after 9:00 a.m.

In the event that there will be an adjustment in the start and end times of the regular schedule for full-time office personnel to meet the needs of his/her school, notification will be provided to the full-time office personnel by no later than July 15th prior to the start of the school year in which the schedule change will be made.

3. Work days (hours) in existence as of June 30, 1988 shall not be changed except by mutual agreement of the employee and the Superintendent or designee. Notwithstanding the preceding sentence, principals and upper school heads, deans or department head may determine the workday (hours) for all school clerks in accordance with the provisions of Section 2, above.

4. The existing regular schedule for part-time office personnel shall be the following inclusive of a half ($\frac{1}{2}$) hour meal period with pay. (When a part-time Employee is working a full day, she shall be entitled to receive a one (1) hour meal period with pay.)

8:00 a.m. to 2:00 p.m.

8:30 a.m. to 2:30 p.m.

9:00 a.m. to 3:00 p.m.

The principal, upper school head, dean or department head may adjust the start and end times of the above existing regular schedule for part-time office personnel by up to one (1) full hour in order to meet the needs of his/her school or department.

In the event that there will be an adjustment in the start and end times of the regular schedule for full-time office personnel to meet the needs of his/her school, notification will be provided to the full-time office personnel by no later than July 15th prior to the start of the school year in which the schedule change will be made.

5. If a part-time Employee is required to work full-time temporarily for a period of thirty (30) days or more, she shall receive the salary and all of the benefits of an equivalent full-time position for the period of the full-time work.
6. Part-time personnel (other than part-time elementary clerical staff) shall work up to an additional five (5) days in excess of the 182 days at the discretion of the Principal or appropriate school administrator. Such additional days may only be used to extend the work year immediately following the close of school in June and/or the opening of school in September. Such Employees must be so notified by May 15.
7. The work schedule for elementary school clerks is eleven (11) months per year, eight (8) hours per day, forty (40) hours per week. The eleven (11) month work schedule is defined as the school academic year, plus a full twenty (20) additional days worked between the end of one school year and the start of the next school year, and during school vacation periods if so requested by the administrator and agreed to by the clerk. Existing elementary school clerks as of January 13, 2000 who do not wish to convert to an eleven (11) month/ forty (40) hours per week schedule are "grandfathered" under the existing ten (10) month/thirty-five (35) hours per week schedule, with eligibility for ten (10) days work during the summer or school vacation periods as required by the Principal, with part-time clerical benefit levels. At the time a "grandfathered" position is vacated, the position will be converted to eleven (11) month/forty (40) hours per week.

ARTICLE 8
OVERTIME

PART-TIME PERSONNEL

To be paid at straight time rate for first one and one-half (1½) hours worked on any weekday--any additional time worked over the one and one-half (1½) hours on the same day, pay at the time and a half (½) rate. Any time worked on a Saturday to be paid at the rate of time and a half (½). Any time worked on Sundays or holidays to be paid at double time rate.

FULL-TIME PERSONNEL

Any time worked on a weekday or Saturday to be paid at the rate of time and a half. Any time worked beyond regular hours for that employee on a Sunday or holiday to be paid at double time rate.

Overtime shall be voluntary, except when in the opinion of the Superintendent or designee an emergency exists in order for work that must be completed or deadlines met. Clearance must be obtained from the Superintendent or designee, and proper arrangements must be made.

Employees shall not be required to take time off for any overtime worked.

ARTICLE 9
REST PERIODS

PART-TIME PERSONNEL

Shall be due one fifteen (15) minute rest period in the morning of each working day. (A part-time Employee who is scheduled to work a full day shall receive the same rest periods as provided for full-time personnel.)

FULL-TIME PERSONNEL

Shall be due a fifteen (15) minute rest period during each half (½) shift. The rest period shall be scheduled at the middle of each one-half (½) shift whenever this is feasible.

ARTICLE 10
FACILITIES

1. The School Committee agrees to provide:
 - a. Adequate heating, ventilation, and lighting within the workplace.
 - b. A well lighted, clean, sanitary, operable and well supplied restroom.

2. The Superintendent of Schools or designee shall meet with a designated representative of the Union during the month of October of each year to review job-related equipment needs.
3. If the temperature shall reach or exceed ninety (90) degrees or above in any area of a building which is not air conditioned, the clerical Employees shall be released with pay for the remainder of the work day, provided, however, the staff may be required to relocate to a cooler working area. The thermometer shall be placed in an area agreed upon by both parties. If there is no heat in any area, the clerical employee shall be released with pay for the remainder of the work day, however, the staff may be required to relocate to a warmer working area of a building.

ARTICLE 11 HOLIDAYS

1. The following days will be considered to be paid holidays for full-time Employees if they fall on a regular work day, including any of those which fall on a Saturday or Sunday but are celebrated on a Friday or Monday as approved by the School Committee.

Labor Day	Independence Day
Columbus Day	½ Day before New Year's Day
Veteran's Day	New Year's Day
½ Day Before Thanksgiving	Martin Luther King Day
Thanksgiving Day	Washington's Birthday
Day after Thanksgiving Day	Patriot's Day
½ Day Before Christmas	Memorial Day
Christmas Day	Bunker Hill Day, (floating holiday)

and any other day that may be declared a holiday by the Governor of the Commonwealth or the General Court during the term of this Agreement, provided, however, that there shall be no right to a holiday or holiday pay when the School Committee schedules a school day. A compensatory day will be granted under this condition.

Whenever Independence Day falls on a Saturday or Sunday it will be celebrated on a Friday or Monday.

Whenever Christmas Day and/or New Year's Day falls on a Saturday or Sunday it will be celebrated on a Friday or a Monday. A full day before Christmas and a full day before New Year's shall be paid holidays under the terms of this Agreement whenever the schools in the system are not in session. If the day before Christmas and/or the day before New Year's falls on a Friday, Saturday or Sunday, all members of Unit C will be granted a half (½) of a compensatory day.

Christmas & New Years Holidays - Clerks				
	Christmas Holiday & Day before Christmas		New Year's Day and Day before New Year's	
<u>When Christmas (12/25) falls on a:</u>	And school is in session on the <u>preceding work day</u>	And school is <u>not</u> in session on the <u>preceding work day</u>	<u>And therefore New Year's Day (1/1) falls on a:</u>	And school is <u>not</u> in session on the <u>preceding work day</u>
Sunday	Monday (12/26) is a holiday, Friday (12/23) is a work day, and clerks receive 1/2 comp day	Monday (12/26) is a holiday, Friday (12/23) is a holiday	Sunday	Monday (1/2) is a holiday, Friday (12/30) is a holiday
Monday	Monday (12/25) is a holiday, Friday (12/22) is a work day, and clerks receive 1/2 comp day	Monday (12/25) is a holiday, Friday (12/22) is a holiday	Monday	Monday (1/1) is a holiday, Friday (12/29) is a holiday
Tuesday	School is never in session on Day before Christmas	Tuesday (12/25) is a holiday, Monday (12/24) is a holiday	Tuesday	Tuesday (1/1) is a holiday, Monday (12/31) is a holiday
Wednesday	School is never in session on Day before Christmas	Wednesday (12/25) is a holiday, Tuesday (12/24) is a holiday	Wednesday	Wednesday (1/1) is a holiday, Tuesday (12/31) is a holiday
Thursday	School is never in session on Day before Christmas	Thursday (12/25) is a holiday, Wednesday (12/24) is a holiday	Thursday	Thursday (1/1) is a holiday, Wednesday (12/31) is a holiday
Friday	School is never in session on Day before Christmas	Friday (12/25) is a holiday, Thursday (12/24) is a holiday	Friday	Friday (1/1) is a holiday, Thursday (12/31) is a holiday
Saturday	(If school is in session on Thursday - 12/23), Friday (12/24) is a holiday, Thursday (12/23) is a work day, and clerks receive 1/2 comp day	(If school is <u>not</u> in session on Thursday - 12/23), Friday (12/24) is a holiday, Thursday (12/23) is a holiday	Saturday	Friday (12/31) is a holiday, Thursday (12/30) is a holiday

Good Friday and Evacuation Day shall be paid holidays under the terms of this Agreement whenever the schools in the system are not in session.

If Employees are required to work on a holiday, double time will be paid.

- The provisions of this Article shall apply to part-time Employees exclusive of Independence Day and Labor Day. These two days shall be paid holidays for part-time Employees when the Employee has worked the work day before and the workday after such holiday(s).
- Bunker Hill Day shall be a floating holiday to be granted with supervisory approval.

ARTICLE 12
VACATION

1. A. The vacation entitlement for full-time and part-time employees hired prior to July 1, 2004 shall be as follows:

<u>Years of Service</u>	<u>12 Month Employees</u>	<u>11 Month Employees</u>	<u>10 Month Employees</u>
for less than one (1) years service (from appointment date to June 30 to a maximum of ten (10) days)	1 ¼ day each month worked	1 ¼ day each month worked	1 ¼ day each month worked
for one (1) years service but less than eight (8) years service	three weeks	14 days	12 days
for eight (8) years service but less than thirteen (13) years service	four weeks	18 days	17 days
for thirteen (13) years service but less than twenty-two (22) years service	five weeks	23 days	21 days
for twenty-two (22) years and more service	six weeks	28 days	25 days

B. Effective July 1, 2004, the vacation entitlement for full-time and part-time employees hired on or after July 1, 2004 shall be as follows:

<u>Years of Service</u>	<u>12 Month Employees</u>	<u>11 Month Employees</u>	<u>10 Month Employees</u>
for less than one (1) years service (from appointment date to June 30 to a maximum of ten (10) days)	1 ¼ day each month worked	1 ¼ day each month worked	1 ¼ day each month worked
for one (1) years service but less than eight (8) years service	three weeks	14 days	12 days
for eight (8) years service but less than thirteen (13) years service	four weeks	18 days	17 days
for thirteen (13) years and more of service	five weeks	23 days	21 days

All part-time and full-time employees hired prior to July 1, 2004 shall be grandfathered at the vacation entitlement set forth above in section 1(A) of this Article.

2. Vacation for part-time personnel shall not be taken during school time. Vacation time for part-time employees shall be paid to Employees beginning with the December, February and April school vacation weeks, and after the last day of school in June depending on the amount of vacation time due to each Employee.

3. General

- a. i. Vacation time due for each Employee shall be calculated based on the length of continuous service each Employee has with the School Department and the City of Cambridge from her appointment date to June 30.
- ii. Vacation due for each employee hired after July 1, 1989 shall be calculated in length of continuous service each employee has within the bargaining unit, provided that employees transferring into the unit from other School or City departments who were entitled to vacation in their previous position will have such prior service credited toward vacation entitlement. (It is agreed that this calculation begins as of July 1, 1993.)
- iii. Vacation time for part-time employees is pro-rated based on the portion of the part-time employee's full-time equivalency.
- b. Vacation allowances are not cumulative, and any vacation time due any Employee shall be taken before the end of the subsequent fiscal year.
- c. When a holiday falls within the vacation period, the holiday shall be paid and shall not be charged against vacation time.
- d. Seniority will prevail as to when preferences for vacations are to be taken.
- e. When a permanent part-time clerk becomes a permanent full-time clerk, part-time service shall be counted towards vacation time due.
- f. Vacation time due shall be pro-rated if an Employee is on unpaid leave for one month (22 days) or more.
- g. For vacation preference purposes, seniority shall be based upon the date appointed to the employee's current position in the Administrative Unit. (See Appendix B.)
- h. M.G.L.c. 41, §111E

Whenever the employment of any person subject to section one hundred eleven or sections one hundred eleven A, one hundred eleven D or one hundred eleven G is terminated during a year by dismissal through no fault or delinquency on this

person's part or by resignation, retirement or death, without having been granted the vacation to which a person is entitled under such Section, such person, or in the case of death, the estate, shall be paid at the regular rate of compensation payable to the person at the termination of employment, an amount in lieu of such vacation; provided, that no monetary or other allowance has already been made thereof.

4. Employees may request to roll over up to five (5) days 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 five (5) days in excess of their vacation entitlement that is allotted to them based upon their years of service. These five (5) days (if carried over) must be used by June 30th of the same year.

ARTICLE 13 PERSONAL ILLNESS

Section 1:

Full-time twelve month unit members shall be granted 15 sick leave days per year; part-time twelve month unit members shall be granted a pro-rata share based upon their full-time equivalency.

Full-time eleven month unit members shall be granted 14 sick leave days per year; part-time eleven month unit members shall be granted a pro-rata share based upon their full-time equivalency.

Full-time ten month unit members shall be granted 13 sick leave days per year; part-time ten month unit members shall be granted a pro-rata share based upon their full-time equivalency.

Said sick leave shall be credited to the Employee six (6) months from the date of her appointment, and shall be credited every year thereafter on July 1st. In the event of the termination of employment during the middle of the work year, sick leave time shall be pro-rated and the Employee must pay back any unearned days. Sick leave is cumulative and unlimited

Any member of the unit who retires or the estate of any member who dies during the term of this contract shall be compensated for each day of unused sick leave according to the following schedule:

	<u>Rate Per Day</u>
1 - 50 days	\$20.00
51 - 99 days	\$30.00
100 Plus days	50% of per diem rate in the year of retirement or death

For all members of Unit C the maximum number of accumulated sick days for which sick leave buyback will be permitted is 450 (four hundred fifty). For any member of Unit C hired on or after July 1, 2012, 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 is exhausted.

On July 1, 2015, the School Committee will deposit one hundred (100) days in the Sick Leave Bank. On June 30th 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.

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

- a. Three members of the Union;
- b. Two members appointed from Central Administration of the School Department, one of which will be the Superintendent or designee.

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 below:

- a. All Employees 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 requested by the Sick Leave Bank Committee. The Superintendent has a right to require an examination by the City's chief medical officer or his representative.
- d. Applicant must have exhausted personal sick leave before she can be allotted 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. 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.

<u>Years</u>	<u>Deductible</u>	<u>Years</u>	<u>Deductible</u>
1	10 Days	6	5 Days
2	9 Days	7	4 Days
3	8 Days	8	3 Days
4	7 Days	9	2 Days
5	6 Days	10	1 Day
		11 or more	0 Days

- 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 needs;
 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 reapplication 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 the Sick Leave Bank Committee in making a decision as to the allocation of the days.
1. Seriousness of illness
 2. Seniority
 3. Past use of Sick Leave Bank
 4. Financial circumstances of the Employee
- j. Decisions of the Sick Leave Bank Committee are final provided all of the above provisions are met.
- k. When an Employee who has borrowed days from the Sick Leave Bank retires or dies, she or her estate will be required to return to the Cambridge School Committee one-half (½) of the days granted from the Sick Leave Bank if she has a balance. These days will be deducted from available accumulated personal sick leave.

Section 3. SICK LEAVE INCENTIVE PLAN

Each Employee who utilizes two or fewer chargeable sick days during a six (6) month period of this Agreement (i.e. July 1 - December 31 and January 1 - June 30 of each contract year), shall receive a payment in accordance with the schedule (below) following the end of the six (6) month period;

<u>Period</u>	<u>Full Time Employees</u>	<u>Part-time Employees</u>
July 1 - Dec. 31	250	206
January 1 - June 30	250	206

Personal days chargeable as sick days are considered sick days for purposes of this provision. For purposes of this provision only, part-time employees regularly working a twelve (12) month year shall be entitled to the full-time payment if they utilize two or fewer chargeable sick days during each six (6) month period covered by this provision.

Section 4. STORM DAYS

On days when school is canceled due to weather conditions, all employees will be excused with pay. Central Office employees who may be required to work on any such day shall receive compensatory time.

Section 5. PROFESSIONAL DAYS

In the event that any professional business concerning the Union is necessary, time off to conduct said business shall be excused for any designated representatives of the Union with no loss of salary and shall not be charged against the person's sick leave to an aggregate total of no more than six (6) days per year upon one (1) week's notice.

Section 6. SECTION 125 FLEXIBLE SPENDING PLAN

The Committee shall offer members of the bargaining unit the opportunity to participate in a "Section 125 Flexible Spending Plan" with a cap of \$5,000 for dependent care and a cap of \$5,000 for medical care, such plan to be in accordance with applicable Internal Revenue Service regulations.

ARTICLE 14 TEMPORARY LEAVES OF ABSENCE

Employees will annually be entitled to the following temporary leaves of absence without loss of pay or benefits.

- A. Three (3) days leave of absence for personal reasons which require absence during school hours. The last day of said leave shall be deducted from sick leave allowed under Article 14.
- B. Five (5) consecutive work days leave of absence on account of death of father, mother, brother, sister, spouse, child, son-in-law, daughter-in-law, or parent-in-law, whether such relative is a member of the Employee's household or not, or other relative residing in the Employee's home or any other person with whom the Employee makes his/her home. One (1) day leave of absence on account of the death of first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew or niece, spouse's brother-in-law, sister-in-law. Employees will notify the Superintendent in writing at least twenty-four (24) hours before taking any leave of absence under this section (except in cases of emergency).
- C. No personal days may be taken by the employee on the day before or the day after a holiday or school vacation period. The employee will notify the principal or supervising administrator in writing on a form provided by the employer, at least two (2) days before taking personal leave, except in the event of emergency. The employee shall also notify their immediate supervisor at least two (2) days prior to such leave.
- D. Jury Duty

Section 1. In the event that any employee covered by this Agreement is called to perform jury services, the School Department will pay for working time lost. Payment will be the difference between jury pay and applicable number of hours in the employee's standard work day times the employee's base hourly rate, for each day of jury duty.

Section 2. As a condition to receive such payments, the employee involved must report to the School Department for such work as he may be assigned if he is discharged from jury service prior to 12:00 noon.

Section 3. In order to receive jury duty pay, employees shall be required to present weekly to the School Department a certificate by the Court (or its duly authorized representative) verifying the jury pay received for such duty and, if possible, the time spent in such service.

ARTICLE 15

EXTENDED LEAVE OF ABSENCE

Section 1. A leave of absence without pay of up to one (1) year may be granted at the discretion of the Superintendent or designee for illness in the immediate family for Employees who have served ten (10) years or more. Additional leave may be granted at the discretion of the Superintendent or designee.

Section 2. After five (5) years continuous employment in the Cambridge School System, an Employee may be granted a leave of absence, without pay for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

Section 3. The Superintendent or designee may grant additional leaves of absence.

Section 4. All benefits to which an Employee was entitled at the time her leave of absence commenced, including unused accumulated sick leave will be restored to her upon her return, and she will be assigned the same position if it is vacant or occupied by a provisional Employee, which she held at the time said leave commenced if still in existence or, if it is not, to a substantially equivalent position if one is available.

Section 5. The School Department will comply with applicable state and federal laws and regulations with respect to leaves of absence. 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 16 SALARIES AND SALARY SCHEDULE

- A. The following percentage increases shall be applied to the hourly salary schedules, and not to other economic items, effective on the dates indicated.

<u>Effective Date</u>	<u>Percentage Increase</u>
July 1, 2015	3.4% base wage increase
2.4% of which is a general across the board increase and 1% of which is in return for a 3% increase in the employee health insurance contribution rate from 12% to 15%, effective on this same date, for employees hired prior to July 1, 2012 (when 25% for new hires went into effect).	

July 1, 2016	2% base wage increase
July 1, 2017	2.5% base wage increase

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

- B. For employees hired into or transferred into the bargaining unit prior to July 1, 1991, upon completion of one (1) year as a Senior Clerk, F/T or P/T on Step 5, the employee shall advance to Senior Clerk II, F/T or P/T schedule commencing with Step 1. No

employees hired or transferred into the unit after June 30, 1991 shall be classified as Senior Clerk II based upon years of service in a Senior Clerk I classification.

- C. Any employee who, with the approval of the Superintendent or designee, works outside of his/her job classification due to the absence of an incumbent, shall be compensated at his/her regular rate or at the rate of the position being filled, whichever is greater, beginning with the first full day.

HOURLY SALARY SCHEDULE

7/1/2015

	<u>Hourly</u>		<u>ASSOCIATES</u> <u>DEGREE</u>		<u>BACHELOR</u> <u>DEGREE</u>	
<u>Clerk</u>	<u>Step</u>	<u>Rate</u>	<u>Step</u>	<u>Hourly Rate</u>	<u>Step</u>	<u>Hourly Rate</u>
(entry Level)	1	17.33	1	17.59	1	17.85
	2	18.46	2	18.72	2	18.98
	3	19.65	3	19.90	3	20.16
	4	20.78	4	21.05	4	21.31
	5	22.28	5	22.54	5	22.80
	6	23.36	6	23.62	6	23.89
	7	23.89	7	24.14	7	24.40
	8	24.50	8	24.75	8	25.01
	9	25.12	9	25.37	9	25.63
	10	25.98	10	26.24	10	26.50
Supervisor I & Senior Clerk II	1	26.36	1	26.62	1	26.87
	2	27.00	2	27.26	2	27.51
	3	27.64	3	27.91	3	28.17
	4	28.32	4	28.58	4	28.84
	5	29.24	5	29.51	5	29.77
Clerk Specialist	1	28.05	1	28.31	1	28.57
	2	28.72	2	28.98	2	29.24
	3	29.43	3	29.69	3	29.94
	4	30.14	4	30.40	4	30.67
	5	31.13	5	31.39	5	31.65
Supervisor II	1	29.75	1	30.01	1	30.27
	2	30.45	2	30.71	2	30.97
	3	31.21	3	31.47	3	31.73
	4	31.97	4	32.23	4	32.49
	5	33.03	5	33.28	5	33.54

Effective July 1, 2015: 3.4% salary increase.

All rates are hourly.

HOURLY SALARY SCHEDULE

7/1/2016

	<u>ASSOCIATES</u>		<u>BACHELOR</u>	
	<u>DEGREE</u>		<u>DEGREE</u>	
	<u>Step</u>	<u>Hourly Rate</u>	<u>Step</u>	<u>Hourly Rate</u>
Clerk (entry Level)	1	17.68	1	17.94
	2	18.83	2	19.09
	3	20.04	3	20.30
	4	21.20	4	21.47
	5	22.73	5	22.99
	6	23.83	6	24.09
	7	24.36	7	24.63
	8	24.99	8	25.25
	9	25.62	9	25.88
	10	26.50	10	26.77
Supervisor I & Senior Clerk II	1	26.88	1	27.15
	2	27.54	2	27.80
	3	28.19	3	28.47
	4	28.89	4	29.15
	5	29.83	5	30.10
Clerk Specialist	1	28.61	1	28.88
	2	29.30	2	29.56
	3	30.02	3	30.28
	4	30.74	4	31.01
	5	31.76	5	32.02
Supervisor II	1	30.34	1	30.61
	2	31.06	2	31.32
	3	31.83	3	32.10
	4	32.61	4	32.87
	5	33.69	5	33.95

Effective July 1, 2016: 2.0% salary increase.

All rates are hourly.

7/1/2017

Clerk (entry Level)	Step	Hourly	Step	ASSOCIATES	Step	BACHELOR
		Rate		DEGREE		DEGREE
				Hourly Rate		Hourly Rate
	1	18.12	1	18.39	1	18.66
	2	19.30	2	19.57	2	19.85
	3	20.54	3	20.81	3	21.08
	4	21.73	4	22.01	4	22.28
	5	23.30	5	23.57	5	23.84
	6	24.42	6	24.69	6	24.97
	7	24.97	7	25.24	7	25.51
	8	25.61	8	25.88	8	26.15
	9	26.26	9	26.53	9	26.80
	10	27.17	10	27.44	10	27.71
Supervisor I & Senior Clerk II	1	27.56	1	27.83	1	28.10
	2	28.23	2	28.50	2	28.77
	3	28.90	3	29.18	3	29.45
	4	29.61	4	29.88	4	30.15
	5	30.57	5	30.85	5	31.12
Clerk Specialist	1	29.33	1	29.60	1	29.87
	2	30.03	2	30.30	2	30.57
	3	30.77	3	31.04	3	31.31
	4	31.51	4	31.78	4	32.06
	5	32.55	5	32.82	5	33.09
Supervisor II	1	31.10	1	31.37	1	31.64
	2	31.84	2	32.11	2	32.38
	3	32.63	3	32.91	3	33.18
	4	33.43	4	33.70	4	33.97
	5	34.53	5	34.80	5	35.07

Effective July 1, 2017: 2.50% salary increase.
All rates are hourly.

ARTICLE 17
HEALTH AND WELFARE TRUST FUND

If and when the trustees of the existing dental plan request the City for additional money to fund the Health & Welfare Fund, the School Committee agrees to contribute up to \$13.00 (thirteen dollars) per week per member to the City Health & Welfare Trust Fund. Should the trustees of said fund inform the City 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 City and the employee.

It is agreed that should any changes occur in the statutes mandating health and welfare plans, this agreement will be immediately reopened for negotiations on the subject.

Members shall be notified of an increase in their share of the payment at least fourteen days prior to the effective date of the increase.

ARTICLE 18
MEDICAL INSURANCE

1. The following medical insurance plans are offered;

- a. HMO Insurance Offerings: Employees may participate in Healthflex Blue (a BC/BS HMO plan product), Harvard Community Health Plan, or other plans available to City employees. Effective July 1, 2015, the City will pay eighty-five (85%) percent of the premium for all HMO plans offered by the City and the employee will pay the remainder.

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

*These amounts will be pro-rated based on the proportion of a part-time employee's full-time equivalency.

- 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.

2. Effective July 1, 2015, 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 \$1,600.00 (one thousand six

hundred dollars) payable on a monthly basis at the rate of \$133.33 (one hundred thirty-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. Effective July 1, 2017, 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 \$1,800.00 (one thousand eight hundred dollars) payable on a monthly basis at the rate of \$150.00 (One hundred fifty dollars) per month, for as long as the individual remains eligible for such payments in accordance with the rules and procedures established by the City of Cambridge. This payment shall not be included in pay for any other purpose. Employees who lose the alternative health insurance through no fault of their own (e.g. spouse loss of job and hence insurance) will be entitled to enroll in the City plan outside of open enrollment periods with no waiting periods or preexisting conditions limitations. Employees can elect coverage at open enrollment with limitation as to other coverage.

3. Employee health insurance premium contributions will be made on a pre-tax basis, in accordance with applicable law.
4. If the minimum amount of the employee contribution for health insurance changes as a result of enactment of new laws by the legislature of the Commonwealth of Massachusetts, then the parties will agree to reopen the collective bargaining agreement for the period of July 1, 2009 through June 30, 2012 solely for the purpose of discussing the impact of the new law on the employee contribution to health insurance.

ARTICLE 19 WORKERS' COMPENSATION

Section 1. Employees who are disabled as a result of an injury arising out of and in the course of their employment are entitled to compensation in accordance with the Workers' Compensation Act.

Section 2. In the event of an industrial accident, the employee shall immediately fill out an accident report, notify the payroll department, notify her/his immediate supervisor, and in the event she/he will be disabled and collecting compensation as a result of said accident, get in touch with the Law Department at City Hall (349-4121) as soon as possible.

Section 3. An employee receiving sick leave with pay, who simultaneously receives compensation under the Workers' Compensation laws, shall receive for the duration of such compensation, only the portion of her/his regular salary while sick leave credits are available, which together with said compensation, will equal her/his regular pay.

Section 4. Notwithstanding the above, should any employee be absent from work as a result of personal injury sustained by her/his which injury (1) arises in and out of the course of her/his

employment; (2) is compensable under the Workers' Compensation Act; and (3) is the result of an assault, battery or similar unlawful intentional and deliberate act by another person or persons, she/he shall receive her/his full salary during the twenty-four (24) months, less the amount she/he received or is entitled to be indemnified under the Workers' Compensation Act. Such absence will not be charged against sick leave. Incidents under this section shall be reported in the same manner as in Section 2.

ARTICLE 20 MATERNITY LEAVE

Section 1. A leave of absence without pay will be granted for a period not to exceed one (1) year for the purpose of giving birth, and receiving postpartum care, or for the purpose of adoption, provided the employee notifies her/his supervisor in writing. Upon the expiration of said leave, the employee shall be reinstated to her/his former position and department unless the position has been eliminated. Failure to return to work upon the expiration of said leave will result in termination unless the employee has received a written extension thereto prior to the expiration date.

Section 2. Except for the first thirty (30) days, the time taken for maternity leave shall not accrue towards those benefits requiring certain periods of employment such as wage increments, vacation and sick leave, but the time taken for maternity leave shall not affect the employee's right to receive benefits for which she/he was eligible at the date of her/his leave.

Section 3. Sick leave shall be available during periods of disability caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom in accordance with Article 14, Section 1.

ARTICLE 21 SENIORITY

1. For the purposes of this Agreement, seniority shall be defined in accordance with the following:
 - A. For retirement purposes, seniority shall be based upon Civil Service Statutes and City of Cambridge ordinances.
 - B. For promotion purposes, seniority shall be based upon the date the Employee was appointed to the Cambridge School Department, Civil Service classification and grade.
 - C. For transfer purposes, seniority shall be based upon the date appointed to the Cambridge School Department as a clerk under the Agreement.

- D. For lay-off purposes, seniority shall be computed in accordance with Civil Service Statutes and provisions of this Agreement.
2. All service time must be continuous. If there is a break in service, time is computed as provided in accordance with Massachusetts Civil Service laws, regulations and other state laws and regulations.
 3. An updated seniority list will be provided to the Union each year by April 1st.
 4. In the event that a member of the unit is laid off, the Cambridge School Committee will provide the affected unit member with career counseling services for a period of three (3) months before and after the layoff. Additionally, affected unit members will be able to apply for any posted vacant positions in the Cambridge Public Schools and members who meet the minimum posted requirements for the position will be given the opportunity of an interview for any such vacancies.

ARTICLE 22

GENERAL PROVISIONS

1. The Committee and the Union agree that each has had a right to bargain for any provisions that it wished 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.
2. The Committee and the Union agree that if any provisions of this contract are found to be contrary to law and therefore invalid, the remaining provisions of the contract shall not be invalidated and shall remain in full force and effect. Any benefit, privilege, or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect.
3. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, national origin, color, sex or age.
4. The Union and the School Committee shall share expenses for printing of the contract and a copy shall be given to each member.
5. Discrimination and Coercion: There shall be no discrimination by Administrators or other agents of the Employer against any employee because of her activity or membership in the Union.
6. Agendas of School Committee meetings are to be given to the President of the Union twenty-four (24) hours prior to meetings when feasible.
7. Newly created clerical positions will be made known to all members of the Union. The School Department will send to all members of the unit email alerts of Unit C job

postings to the unit members' Cambridge Public Schools email address during the summer months when school is not in session.

8. The employee's salary shall be available by 2:00 p.m. on Monday. If a holiday falls on a Monday, salary shall be paid the previous business day by 2:00 p.m.
9. Seniority shall be a factor to be considered with skill, experience, general competency and other qualifications. Where qualifications are substantially equal, seniority shall govern.
10. The School Department shall reimburse each member of the bargaining unit who purchases one, up to a maximum of sixty-five percent (65%) of the cost of a "T" pass, up to a maximum of fifty dollars (\$50.00) per month, beginning in fiscal year 2006-07.

ARTICLE 23 STAFF DEVELOPMENT

1. EVALUATION. Each member shall be reviewed annually. The written evaluation will be reviewed by the person evaluated, and she shall sign the record indicating only that she has seen it. She may add such documentation including objections to all or any part of the evaluation. Senior staff who are unit members may be required to evaluate assigned staff who are members of the same unit.
2. STAFF TRAINING. Management will make available staff training opportunities including evaluation training, skill development, and other appropriate courses to improve competency and productivity.
 - A. To receive credit for course stipends, any course must be pre-approved by the Principal or supervisor.
 - B. Courses may be given during work time; in which case, no course credit will be granted.
 - C. If and to the extent course work is offered after working hours, courses will be offered containing up to ten (10) hours (or less) per course. Courses shall be accumulative over time until ten (10) hours are reached.
 - D. To the extent that specific courses are offered outside the School System which management designates as necessary or required for an individual, management will pay the cost of the course and the salary of the individual.
 - E. Where an individual chooses to take a course or courses outside the System, management may recommend to the School Committee (1) an unpaid leave of absence, and (2) course credit to the extent that courses apply directly to job-related tasks.

- F. For purposes of this Article, one (1) unit shall consist of ten (10) course hours given within or outside of the organization (e.g., outside equals college, junior college, community college or evening school or on-line courses.)
- G. Payments of the amounts earned under this Article shall be made annually in two (2) payments in December and July, based on the following schedule:

	<u>ANNUAL AMOUNT</u>	<u>UNITS EARNED</u>
	\$125	1
	\$250	2
	\$375	3
	\$500	4
	\$625	5
	\$750	6
	\$875	7
	\$1000	8
Effective July 1, 2013	\$1125	9
	\$1250	10
	\$1375	11
	\$1500	12
Effective July 1, 2015	\$1625	13
	\$1750	14

In case of item #D, the School Department, full costs and salary will be paid out. No increases (except regular promotional increases) will be paid.

Those employees who receive credit for eight (8) or more units may be tested every three (3) years to insure that these skills have been retained. They must take one eight (8) hour refresher course provided by the employer every three (3) years if requested to do so to retain this increment.

In the event that the skill has not been retained, the employee will be allotted a reasonable period of additional time to regain lost skills. If still unable to perform satisfactorily, an additional course relating to the skill will be offered.

Credit shall be given immediately upon successful performance of any workshops offered. Employees who meet standards provided by the director of the workshop shall receive instant credit, and will not be obligated to attend the workshop. An additional credit may be given at the discretion of the Superintendent for higher level of performance in any course.

The School Committee and the Union mutually recognize the importance of performance evaluation.

The School Committee and the Union mutually recognize the value of training and skill development.

The School Committee and the Union have agreed upon a plan for promotional opportunities. (See Appendix A.)

- H. Unit members will be eligible for tuition reimbursement for job related educational courses taken at an accredited college or university. The maximum amount of the reimbursement will be \$750.00 (seven hundred fifty dollars) per individual per contract year. To be eligible for reimbursement for the course, prior approval by the unit member's supervisor and Superintendent's designee shall be required 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 amount shall not exceed \$7,500.00 (seven thousand five hundred dollars) per year.
- I. Effective July 1, 2012, unit members who have obtained an associate's degree from an accredited college or university shall receive a \$500.00 differential on their base salary based upon submission of documentation to the Human Resources Department evidencing that the member has obtained an associate's degree from an accredited college or university. Courses given by the school district during work time will not be able to be used for course credit towards a degree at an accredited college or university.
- J. Effective July 1, 2012, unit members who have obtained a bachelor's degree from an accredited college or university shall receive a \$1,000.00 differential on their base salary based upon submission of documentation to the Human Resources Department evidencing that the member has obtained a bachelor's degree from an accredited college or university. Courses given by the school district during work time will not be able to be used for course credit towards a degree at an accredited college or university.

ARTICLE 24 DRUG AND ALCOHOL TESTING

Effective July 1, 2017:

A. 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 2017-2018 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 the CEA Unit C 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.

ARTICLE 25 EMERGENCY TRAINING

- A. 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.
- B. 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 of the unit employed prior to November 1, 1984, provided however, that all members must complete the course by September, 1987, if it is annually offered.
- C. The stipend for the completion of the course shall be \$200.00 payable upon certification. The Commissioner of Health or his designee shall issue a certificate or endorsement annually to each clerk upon successful completion of the course or refresher course. The cost of the Emergency Bystander aid course shall be paid by the School Committee.

ARTICLE 26
SCHOOL COMMITTEE RIGHTS

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the School Committee or to change any rule or policy adopted prior to the date of the acceptance of this Agreement except where such right, power, duty, rule or policy is specifically limited or changed by this Agreement. It is agreed that no member of the Union shall contact the School Committee concerning any matter covered by this Agreement without first bringing the matter to the attention of the Superintendent. The School Committee is a public body established under the statutes of Massachusetts and has final responsibility for establishing the policies of the public schools, for management of said schools and for directing their operation.

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of the rights of the Committee not listed herein. Such inherent Committee responsibilities are not subject to arbitration and shall remain exclusively with the Committee except as they may be shared with the Union by specific provisions of this Agreement. Among such responsibilities as are vested exclusively in the Committee are the following: the right to hire, promote, transfer, assign, schedule and retain Employees in positions and to suspend, demote, discharge or take other disciplinary action against Employees for just cause, to relieve Employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the School Department in situations of emergency.

ARTICLE 27
LONGEVITY

- A. Each employee who was hired or transferred into the bargaining unit prior to July 1, 1991 shall be granted a longevity lump sum payment in the amount set forth below for the number of years completed service:

Five (5) years	\$ 900.00
Ten (10) years	\$1,075.00
Fifteen (15) years	\$1,300.00
Twenty (20) years	\$1,925.00
Twenty-five (25) years	\$2,150.00

- B. Longevity to which an employee is entitled shall be paid in one (1) payment on or about November 15th of each year.
- C. For purposes of this Article, one (1) year of part-time service is equal to three-quarters ($\frac{3}{4}$) of a year of full-time service. (Part-time clerks only.)

- D. All full-time clerks with prior part-time service in the School Department (4, 5 and 6 hours per day) shall have the part-time service calculated at 90% (ninety percent) from appointment date. The retroactive calculation will include the 0.9 (nine-tenths) years of credit from the date of initial appointment for each year worked as a 4, 5 or 6 hour employee.
- E. All employees newly employed or transferred into the bargaining unit after June 30, 1991 shall not be eligible for longevity payments. All employees who are members of the unit prior to July 1, 1991 shall continue to be eligible for longevity payments in accordance with the schedule listed in section A.

ARTICLE 28
DURATION

- 1. Effective date: Upon signing by authorized representatives of the Association and the Committee, this Agreement will become effective as of July 1, 2015 for a period of three (3) years. It will expire June 30, 2018.
- 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 60 (sixty) days before the end of the term (the anniversary date as set forth in paragraph 1) of this Agreement. And the other party will have a reasonable period of time in which to make proposals of their own. 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 this Article shall preclude the Union or the School Committee from modifying any previous proposal during the course of negotiations.
- 3. Renewal: Should neither party to this Agreement send a notice within sixty (60) days of Anniversary date as set forth in paragraph 2, this Agreement shall be considered to have been automatically renewed for another calendar year.

APPENDIX A
STAFF DEVELOPMENT - PROMOTIONAL OPPORTUNITIES

RESPONSIBILITY FOR STAFF SUPERVISION AND EVALUATION

A clerk in a position which has responsibility for the regular and continual supervision and evaluation of other regular permanent or provisional clerical Employees, such responsibility to be assigned by the Superintendent or designee and to be reflected in the organizational chart of the School Department, shall be entitled to the following salary adjustment:

1. Responsibility for supervision and evaluation of one (1) or two (2) other clerical Employees: salary shall be (Supervisor I) on a full-time basis.
2. Responsibility for supervision and evaluation of three (3) or more other clerical Employees, salary shall be (Supervisor II) on a full-time basis.

A person holding such a position shall be entitled to such a salary adjustment so long as she is assigned that responsibility. A person holding such a position shall have the organizational title of Supervisor. As these positions become vacant, they shall be made available in the manner provided for in the contract.

SECRETARIES TO SENIOR ADMINISTRATORS:

Clerical personnel who are members of the bargaining unit, when acting on a temporary basis as secretary to any of the following senior administrators: Superintendent of Schools, Deputy Superintendent, Chief Operating Officer, Chief Financial Officer, Executive Director of Human Resources, Legal Counsel or Executive Secretary to the School Committee, for ten (10) or more consecutive days will be compensated at the entry level (Step 1) rate for the position being filled on a temporary basis, or in the event that such increase is less than the step differential between the Step 1 and Step 2 differential for the position being filled, then the person shall be paid at the Step 2 rate for the position being filled on a temporary basis of ten (10) or more consecutive days. Compensation at the above rate will start on the tenth consecutive day of the person acting on a temporary basis as secretary to the above identified senior administrators but such compensation will be paid retroactively for the first ten (10) consecutive days of the person acting on a temporary basis as secretary to the above identified administrators. As these positions become vacant, these positions will be made available in the manner provided for in this Agreement.

CIVIL SERVICE EXAMINATION

The employee must pass the Civil Service Examination.

APPENDIX B
ADMINISTRATIVE UNITS: REASSIGNMENT

<u>ADMINISTRATIVE COMPONENT</u>	<u>ADMINISTRATIVE UNIT</u>
I. Business and Operations	All units
II. Personnel	All units
III. Office of the Superintendent (exempt)	All units
IV. Elementary school	Each separate
V. Directors and Staff Program Supervisors	All units
VI. Secondary School Program	All schools
VII. Office of the School Committee	All units
VIII. Office of Student Services and Bilingual	1. Office of Student Services 2. Bilingual

This Agreement entered into this 16th day of June, 2015.

For the School Committee

Judith Martin

Judith Martin
Executive Secretary
School Committee

Jeffrey M. Young, Ed.D.
Superintendent of Schools

Claire Spinner

Claire Spinner
Chief Financial Officer

Richard C. Rossi

Richard C. Rossi
City Manager

For the Cambridge Education Association Unit C

Margaret Gist

Margaret Gist
President
Cambridge Education Association

Miriam Da Silva
Negotiating Committee

Debbie Gentile-McMahon

Clare MacDonald

Negotiating Committee

Katherine L. Mahoney

Negotiating Committee

Voted by the School Committee

Date: 10/16/15

Order Number: C15-187

SIDE LETTER OF AGREEMENT BETWEEN
THE CAMBRIDGE TEACHERS ASSOCIATION
CLERICAL UNIT C
AND
THE CAMBRIDGE SCHOOL COMMITTEE

This SIDE LETTER OF AGREEMENT is entered into by and between the Cambridge Teachers Association Clerical Unit C (hereinafter the "Association") and the Cambridge School Committee (hereinafter the "Committee").

WHEREAS, the Committee and the Association entered into a collective bargaining agreement for the period July 1, 1995 through and including June 30, 1996, which contained the following provision in Appendix A in the section entitled, SECRETARIES TO SENIOR ADMINISTRATORS:

"The position of Secretary to the Director of Elementary Education shall be upgraded", and,

WHEREAS, the position of Secretary to the Director of Elementary Education has been eliminated;

NOW, THEREFORE, in consideration of mutual covenants and promises, the parties agree as follows;

1. The above cited provision shall be deleted from the collective bargaining agreement which became effective on July 1, 1996.
2. In the event the position of Secretary to the Director of Elementary Education is reinstated, said position shall be recognized by the parties as a bargaining unit position.

WHEREFORE, the Committee and the Association have caused this SIDE LETTER OF AGREEMENT to be executed by their duly-authorized representatives this 10th day of December, 1996.

Cambridge Teachers Association

Cambridge School Committee

**Agreement
between
the Cambridge School Committee
and
the Cambridge Teachers Association**

This Agreement is entered into between the Cambridge Teachers Association and the Cambridge School Committee as of the September of 29 2005.

WHEREAS, concerns have arisen regarding the fitness of employees to return to work after having been incapacitated due to illness or injury;

WHEREAS, the Cambridge Teachers Association Units A through E and the Cambridge School Committee have met in an effort to resolve these concerns;

NOW THEREFORE, in consideration of mutual promises and covenants, the receipt and sufficiency of which are hereby acknowledged, the Association and the Committee hereby agree as follows:

1. In accordance with past practice, the Cambridge School Department ("Department") reserves the right to require appropriate documentation after an employee who is a member of Units A, B, C or E of the Cambridge Teachers Association has been absent for ten (10) consecutive days or if a pattern of attendance or a pattern of sporadic absences of concern to the Department is evident. Additionally, in accordance with past practice, the Cambridge School Committee reserves the right to require periodic reports from the employee's treating medical provider on the issue of continued illness or injury and/or fitness to return to work.
2. In accordance with the provisions of Article 9 of the collective bargaining agreement between the Cambridge Teachers Association Unit D and the Cambridge School Committee and past practice, the Department reserves the right for the Superintendent to request a health exam if a substitute is out three (3) or more days or if a pattern of attendance or a pattern of sporadic absences of concern to the Department is evident. Additionally, in accordance with past practice, the Department reserves the right to require periodic reports from the employee's treating medical provider on the issue of continued illness or injury and/or fitness to return to work.
3. If a member of the Cambridge Teachers Association Units A through E is absent for thirty (30) or more consecutive days or if a pattern of attendance or pattern of sporadic absences of concern to the Department is evident, the Superintendent has the right to require an examination of the member by the City's chief medical officer or his representative. A member's medical provider shall be afforded full opportunity to consult with the City's chief medical officer or his representative prior to any

determination by such chief medical officer or his representative as to the status of the member's illness or injury and/or the member's fitness to return to work, including any recommended reasonable accommodations that will facilitate the member's return to work. If the member's medical provider and the City's chief medical officer or his representative disagree as to the status of the member's illness or injury and/or the member's fitness to return to work, including the necessity of any reasonable accommodations that will facilitate the member's return to work, the Department will coordinate the selection of a third medical provider who is acceptable to both the City's chief medical officer or his representative and the member's medical provider. The third medical provider, at the expense of the Department, shall examine the member and render a written advisory medical opinion as to the employee's fitness to return to work, including the necessity of any reasonable accommodations that will facilitate the member's return to work. The third medical provider's opinion on the foregoing subjects will prevail, although nothing herein shall require the Department to implement accommodations which it determines to be too burdensome. Copies of such advisory medical opinion shall be transmitted by the examining medical provider to the Executive Director of the Cambridge Public Schools Office of Human Resources, the City's chief medical officer or his representative, the member and the member's medical provider.

If the parties are in agreement regarding the City's chief medical officer's recommendation that that member is not fit to return to work, or, if the third medical provider determines that the member is not fit to return to work, then the member shall be continued on paid or unpaid leave, as appropriate.

If the parties are in agreement regarding the member's fitness to return to work, or if the third medical provider determines that the member is fit to return to work, the member shall no longer be continued on leave and shall therefore be obligated to return to work, so long as the Department implements the accommodations, if any, recommended by the third medical provider unless the Department has determined that the implementation of such accommodations would be too burdensome; otherwise the member will be subject to appropriate discipline.

The opinion of the third medical provider shall be final and binding on the parties and shall not be subject to the grievance/arbitration provisions of the applicable collective bargaining agreements between the Cambridge School Committee and Units A through E of the Cambridge Teachers Association.

Nothing in this Agreement shall impair the Department's inherent right to discipline or manage employees in the bargaining units covered herein,

including the right to impose discipline with respect to attendance issues,
subject to the terms of this Agreement.

WHEREFORE, the Association and the Committee have caused this Agreement
to be executed by their duly authorized representative as of the date set forth above.

CAMBRIDGE SCHOOL COMMITTEE

CAMBRIDGE TEACHERS ASSOCIATION

Thomas Fowler Hall

Paul Jones