

Agreement

Between

The Cambridge School Committee

**The Cambridge Liaisons Invested in Families & Education,
AFSCME/AFL-CIO
(LIFE/AFSCME)**

September 1, 2012 through August 31, 2015



INDEX

ARTICLE 1	Recognition	Page 2
ARTICLE 2	Preamble	2
ARTICLE 3	A Policy of Civility	3
ARTICLE 4	Employee Participation and the Labor Management Relationship	4
ARTICLE 5	Professional Development Pool	4
ARTICLE 6	Individual Problem Solving	5
ARTICLE 7	School Committee/Management Rights	6
ARTICLE 8	Work Year/Work Day	7
ARTICLE 9	Hiring, Transfer and Termination	8
ARTICLE 10	Salary Schedule	9
ARTICLE 11	Educational Stipend	9
ARTICLE 12	Longevity	11
ARTICLE 13	Supplies and Transportation	11
ARTICLE 14	Health Insurance, Life Insurance, Dental Insurance	11
ARTICLE 15	Sick Leave, Sick Leave Bank, Sick Leave Buy-Back	14
ARTICLE 16	Temporary Leaves of Absence	15
ARTICLE 17	Retirement	16
ARTICLE 18	Evaluation	16
ARTICLE 19	Annuity Plan	16
ARTICLE 20	Facilities Use	16
ARTICLE 21	Agency Fee	17
ARTICLE 22	Legal Validity	17
ARTICLE 23	Duration	17

AGREEMENT

This agreement is entered into between the Cambridge School Committee and the Cambridge Liaisons Invested in Families & Education, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO. This agreement is for the three-year period beginning September 1, 2012 and ending August 31, 2015.

ARTICLE 1 RECOGNITION

Membership in the unit shall consist of those individuals who have previously been covered under the agreement entitled "Schedule of Salary & Benefits for Family Liaison Employee Group," consisting of Family Liaisons employed by the Cambridge Public Schools, whether funded from general funds or grant funds, working 20 hours per week or more; and excluding the Bilingual Liaison Coordinators, and all other employees of the Cambridge Public Schools. The membership of this unit shall hereafter be referred to as "Family Resource Liaisons."

ARTICLE 2 PREAMBLE

We have learned that the parties share a deep commitment to improving student achievement by creating and sustaining connections among families, schools and students. We also learned that we share the belief, based on an extensive body of research, that the involvement of a student's family, in their child's education and school, is one of the important variables that make a school successful. Other important variables are the quality of teachers, the principal and curriculum.

The collective bargaining agreement provides an employment framework for working together to advance the role of families in our schools and school system. We agree to use processes of reasoned discourse and advocacy in resolving problems and issues that will arise as we continue to promote family engagement in Cambridge. We will listen to each other, share our varied perspectives and try our utmost to turn our best ideas into actions.

Our labor-management relationship will be guided by the following agreed upon principles:

1. The school system and LIFE/AFSCME believe that student academic achievement is obtained when the families, the school system, and the community at-large work together as partners to promote family involvement.
2. Families are their child's first and most important teacher.
3. Families' role as teacher does not end when a child begins school.
4. Families can be involved in a child's education in many ways, including:

- Parenting, i.e. taking care of their child
- Communicating with the teacher/school
- Volunteering at to-do things for the teacher/school at home or in the school
- Supporting learning at home
- Serving on committees that govern the school
- Working in or with the community to support schools

5. We recognize that no one type of family involvement is better than another. Therefore, we encourage and support all these types of family involvement and at all grade levels.

We enter into this labor-management relationship because we are committed to supporting family involvement in children's education. We believe that a successful family involvement policy supports academic achievement.

ARTICLE 3 A POLICY OF CIVILITY

It is our common belief that the values which describe our daily interactions at work should be kindness, respect and honesty. Also, we know that there is a link between how we treat each other and how we treat our children and their families. Only when we work together well, can we ensure that our children get the best education possible.

Therefore, it is our agreed upon goal to promote a healthy, positive work community in which every person, regardless of position, has worth.

Together, we endorse a set of principles to begin this labor-management relationship:

- Participation by all levels of employees can create the workplace culture we seek.
- We recognize that unions represent an important integrating factor in civil society.
- We are committed to a non-legalistic relationship, and we will develop a problem-solving process that embodies our values.
- We believe in the use of transition periods, to face change and begin new projects on the right foot.
- We believe in mediation to find solutions to complex problems and conflicts.
- We believe in information sharing and in joint learning.
- We believe in learning for individuals, for groups, for all adults at work. We want to promote learning, because we know that our overall success is connected to how much we know, how much we understand, and how much we can do with this knowledge.

ARTICLE 4
EMPLOYEE PARTICIPATION AND
THE LABOR-MANAGEMENT RELATIONSHIP

To achieve our common goals for family involvement, we must build a framework for greater employee participation within our school system.

There will be bi-weekly or monthly staff meetings with the Family Resource Center and other administrators as appropriate for training or professional development of the employees in the unit, designed to share information, measure our success in attaining our goals and engage in professional development. Participation at staff meetings and training/professional development is expected and will be reviewed upon evaluation. Principals and other administrators will make every effort to support staff availability for these meetings. At least one of the monthly meetings between the liaisons and central administration staff shall be dedicated to a forum for discussion on school district goals.

In addition, there will be a joint labor-management council comprised of three (3) management representatives and three (3) employee representatives of the union. The council will meet as needed, at the request of either party, but no less than twice a year. This council is intended to be a forum for discussions that have a significant impact on family involvement policies or of policies that affect staff. Through this joint body the parties seek to promote communication and consensus building between the management leaders and staff involved in Family Liaisons consensus.

It is the intent that policy recommendations developed by the joint council, or by others, will be presented to all employees in the unit with opportunities for discussion and comments.

ARTICLE 5
PROFESSIONAL DEVELOPMENT POOL

The following shall be a pilot program that will be effective September 1, 2012 through August 31, 2015. This provision will only be extended by mutual agreement of the parties; and if agreement is not reached, then this provision shall become null and void on August 31, 2015, notwithstanding the status of negotiations for any successor agreement.

There will be a professional development pool created by the Cambridge Liaisons Invested in Families & Education (AFSCME/AFL-CIO (LIFE/AFSCME)). Such professional development pool shall be administered exclusively by the Cambridge Liaisons Invested in Families & Education (AFSCME/AFL-CIO (LIFE/AFSCME)) in accordance with all applicable federal and state laws. The employer agrees to contribute \$50.00 (fifty dollars) per member per year to this professional development pool.

The parties agree that the Cambridge Public Schools, through its Superintendent of Schools or designee and Chief Operating Officer or designee, will be able to provide input into the training topics that the Cambridge Liaisons Invested in Families & Education (AFSCME/AFL-CIO (LIFE/AFSCME)) expend funds for from the professional development pool to offer to its members.

ARTICLE 6
INDIVIDUAL PROBLEM SOLVING

A. General

We acknowledge that individual workplace problems will sometimes arise and that a fair and constructive approach should be established to address such matters quickly. We agree that the following principles apply:

- Consensus building is often the most effective approach to problem solving.
- Open communication is essential to achieving consensus in problem resolution.
- Individuals serving in the problem resolution process must be skilled and trained to be most effective.
- Participants in the problem resolution process will respect the privacy of the individual involved and will treat the issues in a confidential manner.
- The process of problem resolution is intended to be flexible and should encourage the use of all resources appropriate to the specific issues.
- The structure should encourage employees to seek resolution of individual work-related problems.
- The process outlined in the following problem resolution procedure may be modified by mutual agreement of the problem-solvers for a specific situation because of extraordinary circumstances.
- When agreement is reached in resolving a workplace problem, any corrective actions required will be taken promptly.
- The individual employee whose problem is being reviewed shall be given an opportunity to be heard at each level of the problem resolution procedure. Such opportunity shall also be provided to other persons directly involved in the problem.

The parties agree that the processes and procedures described in this section do not limit management's rights to take disciplinary action relative to any employee covered by this agreement.

B. Employee-Supervisor Discussions

In the event an employee covered by the collective bargaining agreement experiences a problem in the workplace, every effort should be made to address and resolve the matter through direct and forthright communication between the

affected employee and the principal of the school or other immediate supervisor and/or other appropriate management personnel.

- C. In the event the employee and the principal of the school and/or other appropriate management personnel are not able to resolve the problem, the unresolved individual problem will be referred promptly to the Chief Operating Officer.

D. Mediation to Final Conclusion (Med/Arb)

If the problem remains unresolved after involvement of the Chief Operating Officer, the Union or the School Department may request the assistance of a mediator acceptable to both parties.

It is agreed that the parties will mutually agree to a short list of mediators to be utilized in the event a neutral is needed.

The mediator may make recommendations for the resolution of the problem and, if agreement is still not reached, the mediator will make the final decision. The mediator shall have no power to add to, subtract from, or modify any of the terms and conditions of this Agreement.

The fees and expenses for the mediator shall be equally shared by the parties, but each party shall bear its own expenses for the presentation of its case.

The parties will work closely with the mediator in this process and all reasonable resources will be made available.

ARTICLE 7
SCHOOL COMMITTEE/MANAGEMENT RIGHTS

Nothing in this agreement shall be deemed to derogate from or repeal any power, right or duty heretofore possessed by the School Committee or its agents, 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. The School Committee is a public body established under the statutes of the Commonwealth of Massachusetts and has final responsibility for establishing the policies of the public schools for management of said schools and for directing their operation.

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

Among such responsibilities as are vested in Management are the following: the right to hire, promote, transfer, assign, schedule and retain employees in positions, and to

suspend, demote, discharge or take disciplinary action against employees in accordance with the provisions of this Agreement, 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 Cambridge Public Schools in situations of emergency.

ARTICLE 8
WORK YEAR/WORK DAY

Effective upon ratification of this agreement, the work period for Family Resource Liaisons shall be as follows:

- A. Full-time employees: The regular work year shall consist of 185 days, as follows:

1. The school year of 180 days plus an additional three (3) days between September 1 and June 30 of each year. With the approval of the Principal or other immediate supervisor, the additional three (3) days may be scheduled after June 30. The work day is eight (8) hours per day.
2. An additional two full days (or the equivalent of 16 hours) between August 15 and September 1 each year. The scheduling of these days (or equivalent hours) shall be mutually agreed upon by the Director of the Family Resource Center or other school department employee as designated by the Superintendent and the individual employees by May 1 of each year. In the event of a scheduling conflict, the Director of the Family Resource Center or other school department employee as designated by the Superintendent shall decide on the schedule.

The following shall be a pilot program that will be effective September 1, 2012 through August 31, 2015. The provision will only be extended by mutual agreement or the parties; and if agreement is not reached, then this provision shall become null and void on August 31, 2015, notwithstanding the status of negotiations for any successor agreement: The additional two (2) full days (or the equivalent of sixteen (16) hours under the first paragraph of Article 8, section A, subsection 2 shall be worked at the school under the direction of the principal during the two weeks immediately prior to the opening of school.

- B. Part-time employees: The work year for part-time employees is the same as for full-time employees. The number of hours in the workday shall be pro-rata based on an eight (8) hour workday (e.g., 0.50 FTE parent workers shall have a workday of four (4) hours).

- C. In addition to the above time requirements which are included within the regular work year of the employee, each Family Resource Liaison shall be required, at the discretion of management, to work an additional ten (10) hours each year during

the Kindergarten Registration period, and shall be compensated for such time at the individual's corresponding hourly rate of pay. If additional time for evening Kindergarten Registration is required, the Director of the Family Resource Center or other school department employee as designated by the Superintendent shall arrange for flex-time work schedules at no additional compensation, as has been done in the past.

- D. In addition to the above, each Family Resource Liaison may be required, at the discretion of the employer, to work an additional ten (10) hours per year for work related to student registration, or for other activities directed by the Family Resource Center. Individuals shall be compensated for such time at the individual's hourly rate of pay. Such work may be scheduled during evenings or on Saturdays during the school year to support parent access to services provided by the Family Resource Center.

ARTICLE 9

HIRING, TRANSFER AND TERMINATION

- A. Incumbents in the employee category of Family Resource Liaison shall, as of July 29, 1992, be grandfathered to their respective positions until voluntarily vacated or funding is discontinued.

- B. All vacancies for positions covered by this agreement, which the School Department determines to fill, shall be posted as vacancies for a minimum of ten calendar days. The qualifications and requirements for vacant positions shall be determined by the Superintendent or his/her designee.

- C. Members of the bargaining unit who apply for transfer to a vacant position covered by this agreement shall have the right to be interviewed for such position, provided they meet the qualifications for the position. The selection of individuals for positions shall be at the discretion of the Superintendent or his/her designee.

- D. All new hires within this bargaining unit shall be placed at step one (1) of the salary schedule. For part-time employees (less than 40 hours per week), the salary schedule shall be calculated pro-rata based on the full-time salary schedule.

- E. Individuals employed as temporary Family Resource Liaisons shall, after sixty (60) consecutive days of such employment, be considered members of this bargaining unit, and shall be eligible for the salary and benefits under this agreement. If an individual is temporarily filling a position held by another member of the unit on leave of absence, the employment of the temporary employee shall end when the individual on leave of absence returns to work.

- F. Members of this unit who are displaced from their positions as the result of loss of funding or budget reductions, shall have the right to be interviewed for any vacant

position covered by this agreement, provided they meet the qualifications for the position. In filling such vacancies the employer agrees to give due consideration to the experience, qualifications and previous contributions of members of the bargaining unit who may apply. The selection of individuals for positions shall be at the discretion of the Superintendent or his/her designee.

ARTICLE 10 SALARY SCHEDULE

- A. Full-time Family Liaisons (8 hours/day -- 10 month work year). The full-time salary schedule for Family Resource Liaisons shall be as follows:

Step	9/1/12 (2.5%)	4/1/13 (\$200 to base	9/1/13 (2.5%)	9/1/13 \$300 to base	1/1/14 \$200 to base	9/1/14 (2%)
1	41,907.52	42,107.52	43,160.21	43,460.21	43,660.21	44,533.41
2	43,815.38	44,015.38	45,115.76	45,415.76	45,615.76	46,528.08
3	45,878.27	46,078.27	47,230.23	47,530.23	47,730.23	48,684.83
4	47,945.01	48,145.01	49,348.63	49,648.63	49,848.63	50,845.61
	50,423.04	50,623.04	51,888.62	52,188.62	52,388.62	53,436.39

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

- B. Individuals who work less than 40 hours per week shall be paid a pro-rata salary based on the above full-time salary schedule (e.g., Family Liaisons working 20 hours per week shall be paid 50% of the full-time rate).

- C. The calculation for hourly rates is as follows:

The annual salary schedule for a full-time employee divided by 1480 hours (per year) equals the hourly rate.

- D. To be eligible for an annual step increase, an individual must have worked a minimum of 110 days of the previous school year.

- E. Salaries will be paid semi-monthly over a twelve (12) month period.

ARTICLE 11 EDUCATIONAL STIPEND

- A. Family Resource Liaisons are eligible to receive an educational stipend of one hundred dollars (\$100.00) for each successfully completed unit of staff training, up to a maximum of twelve (12) units, or one thousand two hundred dollars (\$1,200.00). The stipend shall be paid annually.

B. A unit of staff training may consist of any of the following:

1. One (1) college, junior college or community college level course with a minimum twenty (20) hour requirement.
2. Two (2) internal courses or workshops offered by the School Department after regular working hours, each containing a minimum of ten (10) hours. This shall include courses offered by evening school or on-line courses.
3. External courses or workshops offered after working hours which, combined, total twenty (20) hours.
4. Accumulation of forty (40) Professional Development Points (PDPs) which have been certified and submitted to the Personnel Department.

C. All courses must be work-related and must be pre-approved by the Manager of Personnel. To obtain pre-approval for college or university courses, an "Application for Approval of Proposed Activities for Professional Improvement" form must be obtained from the Office of Human Resources, completed and submitted to the Office of Human Resources at least ten (10) days prior to beginning the college or university course. Pre-approval is not required for other courses or workshops. Upon completion of an approved college or university course or other courses or workshops all documentation (including transcript, certification or other evidence of satisfactory completion of the course or workshop and documentation of payment for said course or workshop) shall be provided to the Office of Human Resources to support eligibility for the educational stipend. The deadline for submission of this documentation is October 31st as set forth below in section D of this Article. No credit will be given for courses offered or required during regular working hours, or for courses taken when the employer is compensating the individual for the time required to take the course.

D. Payment of the education stipend shall be made once annually in December of each year based on documentation of successfully completed units as of October 31 of the same year.

E. Effective September 1, 2012, unit members will be eligible for tuition reimbursement for job related educational courses taken at an accredited two year or accredited four year college or university. The maximum amount of the reimbursement will be \$250.00 (two hundred and fifty dollars) 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 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 \$2,500.00 (two thousand five hundred dollars) per year.

ARTICLE 12 LONGEVITY

Longevity is paid annually in November. Longevity amounts for eligible employees are as follows:

<u>Years of Service</u> <u>in School Department</u>	<u>Amount</u>
5 years	\$300.00
10 years	\$400.00
15 years	\$550.00

Eligible employees are those individuals who were employed as Family Coordinators or Family Liaisons as of July 29, 1992. Any individual newly hired or transferred into this employee category after such date is not eligible for longevity.

ARTICLE 13 SUPPLIES AND TRANSPORTATION

A. Each Family Resource Liaison may be reimbursed from the school budget for up to \$200 each school year for the cost of supplies and other expendable items directly related to family outreach/parent involvement activities. Effective September 1, 2012 the reimbursement amount of \$200.00 will be paid without receipts in the first year of the collective bargaining agreement by no later than June 15, 2013. In exchange for the elimination of this provision in its entirety in the second year of the collective bargaining agreement, \$300.00 will be added to the base salary effective September 1, 2013.

B. Members of this unit whose normal work activity regularly requires travel between schools, or, to sites other than their established work site, using their own car, are eligible to be reimbursed for mileage at the rate of \$.32 per mile. Mileage does not apply to transportation between the employee's home and place of work.

C. The School Department shall reimburse each member of the bargaining unit who works at least twenty (20) hours per week, who purchases one, up to sixty-five percent (65%) of the cost of a "T" pass, up to a maximum of sixty dollars (\$60.00) per month.

ARTICLE 14 HEALTH INSURANCE, LIFE INSURANCE, DENTAL INSURANCE

A. Health Insurance

The following medical insurance plans are offered:

1. 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. The City will pay eighty-eight percent (88%) of the premium for all HMO plans offered by the City and the employee will pay the remainder.

Additionally, effective April 1, 2013, the health insurance contribution rate for all employees hired after April 1, 2013 shall increase to 2.5%, in exchange for \$200.00 (two hundred dollars) being added to the base salary on April 1, 2013*, a bonus of \$200.00 (two hundred dollars) on September 1, 2013, and \$200.00 (two hundred dollars) being added to the base salary on January 1, 2014

It is understood and agreed, that if any portion of the health insurance contribution rate change, set forth in the paragraph immediately above, which is an essential component of the parties' settlement, is held invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provision is in any way restrained, then the city shall have no obligation to pay or to continue in effect the additional \$200.00 (two hundred dollars) increase to the base salary on April 1, 2013 set forth in Article 10, Section A for fiscal year 2013, a bonus of \$200.00 (two hundred dollars) on September 1, 2013, and an additional \$200.00 (two hundred dollars) increase to the base salary on January 1, 2014 set forth in Article 10, 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.

*It is understood and agreed that the following will be the calculation method for adding the \$200.00 increase to the base salary on April 1, 2013. The \$200.00 payment will be divided by the number of work days in the school year and then multiplied by the number of work days from April 1, 2013 through the last work day for the 2012-2013 school year and then multiplied by the percentage of the individual unit members FTE. This amount will then appear in the unit members paycheck for the pay period ending April 15th. It is further understood and agreed that this same calculation method will be used for adding the \$200.00 increase to the base salary on January 1, 2014.

2. 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.

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. Starting July 1, 2007, eligible employees who decline City health insurance, but have health insurance coverage through another source, not contributed to by the City, are eligible to receive an annual sum of \$900.00 (nine hundred dollars) payable on a monthly basis at the rate of \$75.00 (seventy-five dollars) per month, for as long as the individual remains eligible for such payments in accordance with the rules and procedures established by the City of Cambridge. Starting July 1, 2008, eligible employees who decline City health insurance, but have health insurance coverage through another source, not contributed to by the City, are eligible to receive an annual sum of \$1,000.00 (one thousand dollars) payable on a monthly basis at the rate of \$83.33 (eighty-three dollars and thirty-three cents) per month, for as long as the individual remains eligible for such payments in accordance with the rules and procedures established by the City of Cambridge. Starting April 1, 2013, 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 \$1,500.00 (one thousand five hundred dollars) payable on a monthly basis at the rate of \$125.00 (one hundred twenty-five dollars) per month, for as long as the individual remains eligible for such payments in accordance with the rules and procedures established by the City of Cambridge.

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 during open enrollment periods.

Employee health insurance premium contributions will be made on a pre-tax basis, in accordance with applicable law.

B. Life Insurance Group Plan

The employer shall pay seventy-five percent (75%) of the cost of the Basic City Life Insurance Plan.

C. Dental/Vision Plan

If and when the trustees of the existing dental plan request the City for additional money to fund the Health and Welfare Fund, the employer will contribute up to \$13 per week per employee to the City Health & Welfare Trust Fund. Should the trustees of said fund 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.

D. Tax Treatment of Health Benefits for Employees in Same Sex Marriages
Employees who receive health and/or dental insurance benefits for their same sex spouses are required under federal law to pay taxes on the value of those benefits. These same benefits are not taxed for opposite sex spouses

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

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

ARTICLE 15

SICK LEAVE, SICK LEAVE BANK, SICK LEAVE BUY-BACK

A. Sick Leave

Each member of the bargaining unit shall be entitled to the following sick leave:

- Twelve (12) sick days per year for 10 month position
- Fifteen (15) days per year for 11 and 12 month position

Sick leave is credited to the employee at the beginning of each school year. For new hires after the start of the school year, sick leave is credited pro-rata based on the date of hire. In the event of termination of employment during a school year, sick leave time shall be pro-rated. Sick leave is cumulative without limitation.

B. Sick Leave Bank

A Sick Leave Bank for Family Resource Liaisons shall be established as follows:

1. The employer shall contribute 10 days to the Bank on September 1 of each year.
2. Each member of the unit will contribute one (1) sick day, pro-rata for less than full-time employees, on September 1 of each year.
3. The balance of unused days in the Bank shall carry over from year to year except that if the balance as of August 31 of any year is greater than 75 days, no contribution shall be made by either the employer or the employees.
4. A Sick Leave Bank Committee consisting of two members of the unit and one representative designated by the Superintendent shall administer the Sick Leave Bank.

5. Any one individual may apply for up to 20 days from the Bank. If additional days are needed, a re-application is required with appropriate medical documentation, up to a maximum of ten (10) additional days.

C. Sick Leave Buy Back

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

	<u>Rate per Day</u>
1-50 days	\$16.50
51-99 days	\$26.38
100+ days	50% of per diem rate in the year of retirement or death.

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

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

ARTICLE 16

TEMPORARY LEAVES OF ABSENCES

A. Personal Leave

Three (3) days leave of absence for the purpose of transacting or attending to personal affairs and situations over which the applicant has no control. The last two (2) days of such leave are deducted from sick leave.

No personal days may be taken on the day before or the day after a holiday or school vacation period.

When the request for personal leave under this section would also constitute a qualifying reason for leave under the Massachusetts Small Necessities Leave Act, such leave will be designated as Small Necessities Leave. If such leave qualifies as Small Necessities Leave, the School Committee will not prohibit the use of leave on the day before or the day after a holiday or school vacation period.

B. Bereavement Leave

Up to five (5) consecutive work days when leave is occasioned by death of a relative who resided in the home of the employee or when such absence is occasioned by the death of a parent, child, spouse, parent-in-law, sister or brother whose place of residence was other than in the home of the employee.

One (1) day when leave is occasioned by the death of a grandparent, grandchild, nephew, niece, aunt, uncle, son-in-law, daughter-in-law, brother-in-law or sister-in-law whose place of residence was other than in the home of the employee.

C. 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 medical leave pursuant to the Family and Medical Leave Act of 1993, the Massachusetts Maternity Leave Act or to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act.

ARTICLE 17
RETIREMENT

Members of the bargaining unit are eligible members of the City of Cambridge Retirement System, upon acceptance by the Retirement Board.

ARTICLE 18
EVALUATION

Annual evaluations shall be conducted by the appropriate school or program administrator, as determined by the Superintendent.

ARTICLE 19
ANNUITY PLAN

Family Resource Liaisons will be eligible to participate in a "tax-sheltered" annuity plan established in accordance with applicable laws and IRS regulations. The City Treasurer and the School Department will set up guidelines to establish only one annual enrollment period with a fixed renewal date. Employee contributions (payroll deductions) will be in the same amount from each check in round amounts (i.e., no part of a dollar).

ARTICLE 20
FACILITIES USE

Members of the unit shall have access to school facilities for Family/Student-related activities, subject to the standard facilities-usage permit regulations of the School Department, including approval by the school Principal and the Facilities Office. There

shall be no User Fee or Rental Fee charged for such use, but custodial and/or security detail fees may be required.

ARTICLE 21
AGENCY FEE

The Employer agrees to require payment of an Agency Fee. This will be a condition of employment pursuant to the Agency Service Fee provisions of M.G.L. Chapter 150E, Section 12. 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 any employee or group of employees.

ARTICLE 22
LEGAL VALIDITY

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

ARTICLE 23
DURATION

A. Effective Date

Upon signing by authorized representatives of the Association and the employer, this Agreement will become effective as of September 1, 2012 for a period of three (3) years ending August 31, 2015.

B. Renewal

The parties agree that either party may notify the other by December 31 of the final year of this Agreement of their intent to negotiate a successor agreement, and negotiations for such an agreement shall begin by the following January 31. Otherwise, the Agreement will remain in full force and effect from year to year.

FOR THE CAMBRIDGE SCHOOL COMMITTEE

Patricia A. Berry
Patricia A. Berry
Executive Secretary to the School Committee

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

Claire Spitzer
Claire Spitzer
Chief Financial Officer

Yoted by the School Committee
3/19/13 C13-058
Date Order No.

FOR THE CAMBRIDGE LIAISONS
INVESTED IN FAMILIES AND EDUCATION;
AFSCME/AFLCIO (LIFE/AFSCME)

Michael L. Perry
Co-President

Claire P. Freen
Co-President

Julia L. Amendola
Negotiating Committee

Susan L. Fierice
Negotiating Committee