

March 21, 2023


TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Agreement Between the Cambridge School Committee  
and the Cambridge Education Association Regarding Sick Leave Bank for CEA Units A & B, C,  
E and Building Substitutes in Unit D

Recommendation: That the School Committee approve the attached agreement between the Cambridge School Committee and the Cambridge Education Association (“CEA”) in regards to the creation of a sick leave bank for CEA Units A&B, C, E and building substitutes who are members of Unit D and for the provision of up to eight (8) weeks of paid parental leave (“PPL”) in connection with the birth of a child or the adoption or foster placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is disabled for all bargaining unit members of Units C and E and building substitutes who are bargaining unit members of Unit D who have worked for at least three (3) consecutive months in a regularly appointed position of twenty (20) hours per week or more.

Description: As detailed more fully in the attached agreement, which has been ratified by the members of CEA Units A&B, C, E and D, this proposed agreement for the creation of a sick leave bank for CEA Units A&B, C, E and building substitutes who are members of Unit D and for the provision of up to eight (8) weeks of paid parental leave (“PPL”) in connection with the birth of a child or the adoption or foster placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is disabled for all bargaining unit members of Units C and E and building substitutes who are bargaining unit members of Unit D who have worked for at least three (3) consecutive months in a regularly appointed position of twenty (20) hours per week or more.

Supporting Data: Attached Agreement between the Cambridge School Committee and the Cambridge Education Association.

Respectfully submitted,  
  
Victoria L. Greer, PhD  
Superintendent of Schools

**AGREEMENT BETWEEN THE  
CAMBRIDGE SCHOOL COMMITTEE AND THE CAMBRIDGE EDUCATION  
ASSOCIATION**

This Agreement (“Agreement”) is entered into between the Cambridge School Committee ("Committee" or “School Committee”) and the Cambridge Education Association Units A&B, C, D and E (hereinafter collectively the "Association") as a resolution of issues related to the creation of a sick leave bank for members of Cambridge Education Association Units A&B, C and E and building substitutes who are members of Unit D and for the provision of parental leave to members of Cambridge Education Association Units C and E and building substitutes who are members of Unit D.

WHEREAS, the Association and the Committee (collectively the “Parties”) have met in an effort to resolve issues and concerns regarding sick leave banks and parental leave;

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. The Association and the Committee acknowledge and agree that the following provisions regarding a Sick Leave Bank shall go into effect within thirty (30) days of ratification of this Agreement by both of the Parties:

The purpose of the Sick Leave Bank is to provide additional sick leave to those staff who are ill and whose personal sick leave, personal leave and vacation days (if any) have been exhausted. Sick Leave Bank days may be allocated for personal illness only.

- a. There shall be a one-time allocation of two (2) days by the School Committee for each bargaining unit member of Cambridge Education Association Units A&B, C, E and for building substitutes who are bargaining unit members of Cambridge Education Association Unit D which shall occur on July 1, 2023 for Unit C members and September 1, 2023 for Units A&B, D and E members. Additionally, each existing bargaining unit member of Cambridge Education Association Units A&B, C, E and for building substitutes who are bargaining unit members of Cambridge Education Association Unit D shall make a one-time contribution of one (1) sick day to the Sick Leave Bank which shall occur on July 1, 2023 for Unit C members and September 1, 2023 for Units A&B, D and E members. Such contribution shall be deducted from each member’s accrued sick days.
- b. The School Committee will deposit two (2) days into the Sick Leave Bank for each newly hired bargaining unit member of Cambridge Education Association Units A&B, C, E and for each newly hired building substitutes who are bargaining unit members of Cambridge Education Association Unit D. Additionally, each newly hired bargaining unit member of Cambridge Education Association Units A&B, C, E and each newly hired building substitutes who are bargaining unit members of Cambridge Education



Association Unit D will contribute one (1) sick leave day. Such contribution shall be deducted from each member's initial allocation of sick days.

- c. Any sick leave days that remain unused in the Sick Leave Bank as of June 30<sup>th</sup> will roll over into the next year.
- d. In the event that the Sick Leave Bank drops below one hundred (100) days, then it is acknowledged and agreed by the Committee and the Association that each existing bargaining unit member of Cambridge Education Association Units A&B, C, E and building substitutes who are bargaining unit members of Cambridge Education Association Unit D will each contribute one (1) sick leave day to the Sick Leave Bank. Such contribution shall be deducted from each member's accrued sick days on the date when those days are next allocated. In the interim, if the Sick Leave Bank drops below zero (0) days, then the Committee will loan the Sick Leave Bank any days needed and the Sick Leave Bank will return all of those days as soon as those days are next deposited into the Sick Leave Bank.
- e. The Sick Leave Bank Committee will be composed of:
  - i. Three members of the Cambridge Education Association Units A, B, C and E and/or building substitutes who are members of Unit D
  - ii. Three members from the Central Administration of the Cambridge School Department ("School Department" or "Cambridge Public Schools") designated by the Cambridge Superintendent of Schools ("Superintendent").
- f. The Sick Leave Bank Committee will decide, on a majority vote, on an allocation of days from the Sick Leave Bank, using guidelines set forth below:
  - i. All bargaining unit members of Units A&B, C and E and building substitutes who are bargaining unit members of Unit D are eligible to apply for days from the Sick Leave Bank
  - ii. Applicants must have exhausted personal sick leave days, personal days and vacation days (if any) before the effective date of any grant of sick days from the Sick Leave Bank.
  - iii. An official application form must be completed.
  - iv. Applicants must be on an approved medical leave for personal illness. The Superintendent has the right to require an examination by the City of Cambridge's ("City") chief medical officer or representative whose opinion as to the nature or extent of the illness or injury will prevail.
- g. Applicants can be denied by the Sick Leave Committee if, in its opinion, any of the following apply:
  - i. Previous abuse of personal sick leave; and
  - ii. Applicant received Sick Leave Bank days in each of the prior two (2) fiscal years.

- h. A maximum of forty-five (45) days per applicant may be allotted to any one person in any one fiscal year for their own individual illness after their own personal sick leave days, personal days and vacation days (if any) have been exhausted.
- i. In the unusual circumstance that a member is experiencing a personal catastrophic illness (e.g., a severe illness requiring a prolonged hospitalization or recovery, or sudden illness or accident that incapacitates the employee for an extended period of time), which is supported by a letter from an attending physician, and they have exhausted their initial allotment of forty-five (45) days from the Sick Leave Bank, the member may apply to the Sick Leave Bank Committee for one (1) final additional extension of twenty (20) days from the Sick Leave Bank.
- j. The Committee and the Association acknowledge and agree that there will be no petitions, requests or other actions for the creation of independent or voluntary Sick Leave Bank contributions for any union member and that the maximum number of sick days that may be awarded to any member of the CEA Units A&B, C, E and building substitutes who are members of Unit D is capped by the terms and provisions of this Sick Leave Bank Agreement.
- k. Decisions of the Sick Leave Bank Committee are final with respect to eligibility and entitlement and are not subject to appeal.
- l. When a member has borrowed from the Sick Leave Bank, they will be required to return to the Sick Leave Bank thirty-three percent (33%) of their annual accrual, rounded to the nearest hour, each fiscal year until the sick days borrowed are repaid in full. Such returns shall be deducted from the member's annual allocation of sick days starting in the fiscal year after their return from medical leave.

2. The parties acknowledge and agree that the annual allocation of sick days for active bargaining unit members of CEA Units A&B, E and building substitutes who are active bargaining unit members of Unit D occurs on September 1 and that the annual allocation of sick days for members of Unit C occurs on July 1. Active bargaining unit members are bargaining unit members who are not on a personal, unpaid leave.

3. Additionally, the Association and the Committee acknowledge and agree that the provisions set forth in section 1 regarding a Sick Leave Bank and section 2 regarding sick leave allocation shall be incorporated into each successor collective bargaining agreements for CEA Units A&B, Unit C, Unit D and Unit E and shall supersede and replace the Sick Leave Bank provisions currently contained in the collective bargaining agreements for each of these units.

4. The School Committee agrees to abide by State Law and Massachusetts Commission Against Discrimination ("MCAD") guidelines with reference to parental leave. Effective within



thirty (30) days of the date of ratification of this Agreement by both of the Parties, all bargaining unit members of Units C and E and building substitutes who are bargaining unit members of Unit D who have worked for at least three (3) consecutive months in a regularly appointed position of twenty (20) hours per week or more will be eligible for up to eight (8) weeks of paid parental leave ("PPL") in connection with the birth of a child or the adoption or foster placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is disabled ("Qualifying Event"). The PPL needs to be taken close in time to the birth, adoption or foster placement of the child, and eight (8) weeks of PPL may be taken all at once, or may be spread out over the year but PPL must be used within twelve (12) calendar months following the Qualifying Event. If PPL is used incrementally, it must be used in increments of one (1) work day. No more than eight (8) weeks of PPL will be granted in any twelve (12) month period, regardless of the number of children born, adopted or placed. The PPL runs concurrently with FMLA leave. All bargaining unit members of Units C and E and building substitutes who are bargaining unit members of Unit D may use their accrued time for parental leave in addition to the eight (8) weeks of PPL, but Sick Leave Bank time cannot be allocated for parental leave. Bargaining unit members of Units C and E and building substitutes who are bargaining unit members of Unit D will return to work for a minimum period equal to twice the length of their leave and remain in service unless there are extenuating circumstances, supported by documentation that is acceptable to the School Department, which is provided to the Superintendent and School Department's Chief Talent Officer.

In addition, any CEA Unit C, D & E bargaining unit member who qualifies for this benefit as described in the previous paragraph, and who has not exhausted their FMLA leave, and whose qualifying event falls thirty (30) days before the date of ratification of this Agreement by the School Committee will be eligible for up to four (4) weeks of PPL to be used with the same guidelines as set forth in the previous paragraph.

5. The Association and the Committee acknowledge and agree that the provisions set forth in paragraph 3 regarding PPL shall be incorporated into each successor collective bargaining agreements for CEA Unit C, Unit D and Unit E.

6. It is understood and agreed between the Association and the Committee that Cambridge Public Schools retains its managerial authority and no provisions of this Agreement shall prevent the Cambridge Public Schools from making determinations with respect to any of its management rights. It is further acknowledged, agreed and understood by the Association that nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the Cambridge School Committee and/or the Cambridge Public Schools. The Parties further agree that this Agreement does not alter, impact or otherwise change the rights of the Cambridge Public Schools and the Cambridge School Committee as a matter of law and/or under the collective bargaining agreement between the Cambridge School Committee and the Cambridge Education Association Units A&B, C, D and/or E.

7. It is understood and agreed between the Association and the Committee that the provisions of this agreement will become effective thirty (30) days after the date of ratification by the School Committee.

8. The signatories to this Agreement are authorized to bind their principals, and the Agreement will become effective upon signature by all Parties.

9. This Agreement shall be deemed to be made and entered into in the Commonwealth of Massachusetts, and shall in all respects be interpreted, enforced, and governed under the laws of said Commonwealth. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement.

10. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties. This Agreement may be amended, revoked, changed or modified only upon a written agreement executed by the Parties.

11. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. For the convenience of the Parties, facsimile and PDF signatures shall be accepted as originals.

WHEREFORE, the Association and the Committee have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_ March 2023.

CAMBRIDGE EDUCATION ASSOCIATION

CAMBRIDGE SCHOOL COMMITTEE

\_\_\_\_\_  
Daniel Monahan

\_\_\_\_\_  
Ariel Kennebrew  
Executive Secretary

\_\_\_\_\_  
Order Number          Date

CITY OF CAMBRIDGE

\_\_\_\_\_  
Yi-An Huang  
City Manager

Approved as to form:

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Nancy E. Glowa  
City Solicitor