



August 6, 2024

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Memorandum of Agreement between the Cambridge School Committee and Cambridge Education Association Unit D for a successor collective bargaining agreement for the period of September 1, 2024 through August 31, 2026

Recommendation: That the School Committee ratify and approve the Tentative Agreement between the Cambridge School Committee (the "Committee") and Cambridge Education Association Unit D for a successor collective bargaining agreement for the period of September 1, 2024 through August 31, 2026 as detailed in the attached document.

Description: The language of the September 1, 2021 through August 31, 2024 collective bargaining agreement shall continue in the successor collective bargaining agreement with the modifications detailed in the attached document including:

- Clarification of participation of extended term substitutes and building substitutes participation in professional development days
- Clarification of lunch and break periods
- Addition of Controlled Substance and Alcohol Testing provision
- Clarification of language regarding photo identification cards and access to keys for elevators and restrooms
- Clarification in professional development language, including creation of an orientation program and annual policy and procedure review
- Increase in lost prep rate
- Add new provision regarding school welcome packets for day to day and general substitutes containing names and contact information for administrators and safety protocols and procedures
- Clarification of Sick Leave Bank provisions
- Revision of personal day provision
- Adjustment in the timelines for processing grievances
- Addition of sick leave buyback provision for building substitutes
- Contract clean up
- Increase the T-pass reimbursement rate
- Clarify that extended term substitutes paid at Step 1 Bachelors of the collective bargaining agreement between the Cambridge School Committee and the Cambridge Education Association

Units A&B and will be paid the special education (substantially separate classroom) or the pre-school special needs teacher stipend if working as an extend term substitute in such classrooms

- Clarify language regarding restoration of sick leave if there is a break in service
- Inclusion of a provision regarding access to accruals for building substitutes and extended term substitutes
- Add a DESE License Salary Lane
- Increase health waiver rate
- Add an instructional reimbursement provision for extended term substitutes
- Revise health insurance provision regarding general substitutes
- Revise provision regarding qualification of designation as a general substitute
- Salary increase of 3% year 1
- Salary increase of 3.5% year 2

Funding for this agreement is to be made from the School Department budget. The financial costs for the settlement are as follows:

Year 1: \$953,802

Year 2: \$143,861

Supporting Data: A copy of the Tentative Agreement between the Cambridge School Committee and Cambridge Education Association Unit D.

Respectfully submitted,



David Murphy
Interim Superintendent of Schools

**Memorandum of Agreement between
the Cambridge School Committee and
Cambridge Education Association Unit D**

This memorandum of agreement is entered into between the Cambridge School Committee (hereinafter "Committee") and the Cambridge Education Association Unit D (hereinafter "Association") (hereinafter collectively referred to as "Parties") as of June 27, 2024 for a collective bargaining agreement to be effective from September 1, 2024 to August 31, 2026, which shall be a successor collective bargaining agreement to the collective bargaining agreement between the Committee and Association for the period of September 1, 2021 to August 31, 2024. This memorandum of agreement is subject to ratification by both the Association and the Committee.

NOW THEREFORE, the Committee and Association agree as follows:

The language of the September 1, 2021 to August 31, 2024 collective bargaining agreement shall continue in the successor agreement except as modified below.¹

I. Substantive Proposals

1. Article 7 Working Hours and Load Section 1

Revise language of section to read as follows (changes in bold):

The work day for extended term substitutes, general substitutes and ~~per diem day-to-day~~ substitutes shall begin fifteen (15) minutes before school begins and end ten (10) minutes after school ends. In addition, an extended term substitute and building substitute shall attend all regularly scheduled staff development, family conferences and school faculty meetings. **Additionally, extended term substitutes and building substitutes shall attend the professional development days scheduled prior to the start of the school year and within the school year if such professional development days occur during their period of employment as an extended term substitute or as a building substitute.** An extended term substitute and building substitute shall be expected to assist students after school once a week, if specified by the principal. An extended term substitute and a building substitute will receive, from the principal, one day's notification for any after school obligation.

NON-CONTRACTUAL NOTE: Effective as of the start of the 2024-2025 school year; the school day for students will be six and one half hours and that there will be three (3) additional hours in the pool of hours used for school curricular/staff development, scheduled tutoring services or parent/guardian conference services. Substitutes will be paid for the additional half hour of work at their hourly rate. Extended term substitutes that attend professional development days scheduled prior to the start of the school year and within the school year if such professional development days occurs during their period of employment as an extended term substitute shall be paid for such attendance at their hourly rate. Building substitutes that attend the professional development days scheduled within the school year shall be paid for such attendance at their hourly rate. See Attachment 1.

¹ All changes to text are highlighted in yellow. Bold text indicates new language being inserted and strikethrough of text indicates language being deleted.

2. Article 7 Working Hours and Load Section 2

Revise language of section to read as follows (changes in bold):

Substitutes will be required to perform all duties generally performed by regular teachers and in addition may be required to supervise students in the cafeteria and other areas in and outside the school, provided, however, each substitute shall have a lunch break ~~as defined below~~ of thirty minutes and a forty-five (45) minute ~~(40)~~ preparation period during a regular day when substituting for a teacher for a full day. When substituting for a position other than a teacher they may be required to perform other duties and shall have two (2) ten (10) minute breaks for each three (3) hour period and a thirty (30) minute lunch period. The timing of such breaks shall be established at the discretion of the principal. When covering for multiple classrooms during a day, they may be required to perform other duties and shall have a lunch break of thirty (30) minutes and may be given either two (2) ten (10) minute breaks for each three (3) hour period or a preparation period that shall be established at the discretion of the principal. ~~Substitute teachers shall be guaranteed a twenty-five (25) minute lunch period (secondary) and thirty (30) minute period (elementary);~~

3. New Article Drug and Alcohol Testing

Include a new Article immediately after Article 14 which provides the following:

Substance and Alcohol Testing

- a. **Controlled Substance Testing.** Upon reasonable cause, the Cambridge School Committee will require employees to be tested for the use of controlled substances.

Reasonable cause is defined as an employee's observable action, appearance or conduct that clearly indicates the need for a fitness-for-duty medical evaluation.

The employee's conduct must be witnessed by at least two (2) supervisors. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor(s) addresses an employee's, a building union representative should be made available. If no CEA Executive Board representative is present, a CEA officer will be contacted and the employee may select another CEA member to accompany them.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior, or before the test results are released, whichever is earlier. In addition, a copy will be sent to the Union in a timely manner.

At the time the urine specimen is collected, the employee may opt to also give a blood sample. If the employee takes this option, the blood sample must confirm positive presence for the substance confirmed in the urine test. If no positive is confirmed in the blood specimen, the employee will be given a warning letter and offered an opportunity for rehabilitation as set forth below. However, if there is

a second occasion where reasonable cause testing results in a positive urine test, then the employee will be subject to discharge.

If an employee is offered an opportunity for rehabilitation, the employee must meet with the Medical Review Officer or designee to review the test results. If the Medical Review Officer determines a specimen is positive, the employee will have five (5) calendar days to evaluate the situation with an approved Employee Assistance Program counselor and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence. The Cambridge School Committee will follow the final recommendations of the Medical Review Officer, who has consulted with the rehabilitation treatment professional as to the appropriate after-care protocol and post-rehabilitation unannounced drug testing.

It is understood that if the grievance procedure is utilized, contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

- b. Alcohol Testing. Upon reasonable cause, the Cambridge School Committee will require an employee to be tested for the use of alcohol. Reasonable cause is defined as a building substitute's observable action, appearance or conduct that clearly indicates the need for a fitness-for-duty medical evaluation.

The employee's conduct must be witnessed by at least two (2) supervisors. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisor addresses a building substitute, a building union representative should be made available. If no building union representative is present, a CEA officer will be contacted and the employee may select another CEA member to accompany them.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior. In addition, a copy will be sent to the Union in a timely manner.

An employee who is tested for reasonable cause and whose alcohol level is 0.020 to 0.039 will be taken out of service for twenty-four (24) hours and receive a warning letter.

An employee who is tested for reasonable cause and whose alcohol level is 0.040 to 0.069 will be taken out of service for twenty-four (24) hours, referred to a Substance Abuse Professional (SAP) and suspended for ten (10) days. If the employee has committed another disciplinary offense, the results of the test may be used in support of the Employer's disciplinary action.

A second positive test of 0.020 or above is a dischargeable offense.

A positive test of 0.070 or above is a dischargeable offense.

A presumption exists that the employee was drinking on the job if the observation, time of testing and alcohol level combine to show the employee's level was too high to have consumed alcohol prior to the employee's report time.

An employee taken out of service for a positive test result must have a negative test prior to returning to work.

If after a positive test result, an employee is removed from service, they will have five (5) calendar days to evaluate the situation with an approved SAP and then up to fifteen (15) calendar days to enter the rehabilitation treatment center after approval of a leave of absence. The Cambridge School Committee will follow the final recommendations of the SAP, working in conjunction with the Medical Review Officer, who has consulted with the rehabilitation treatment professional as to the appropriate aftercare protocol and post rehabilitation unannounced alcohol testing.

It is understood that if the grievance procedure is utilized, contractual time limits on disciplinary action and the employee's request for rehabilitation will be suspended until resolution of the grievance.

These provisions will apply to all employees requesting enrollment in a rehabilitation program following a positive alcohol test. Employees may use the Employee Assistance Program, a union sponsored program as well as any other referral service in choosing an approved program of treatment.

- c. If during the term of this collective bargaining agreement, the Medical Review Officer that is used by the City and CPS begins to utilize saliva or other scientifically valid tests for the presence of marijuana, the School Committee agrees to discuss with the CEA the use of such alternate testing procedures.

4. Article 15 Section 2

Revise section 2 to read as follows (changes in bold):

Building substitutes and extended term substitutes will be issued a school department photo identification card. A key for elevators and staff restrooms will be kept in the administrative offices of schools for all substitutes to be able to access.

5. Article 13 Sections 1 through 4

Revise sections 1 through 4 of Article 13 as follows (changes in bold):

1. Substitutes who participate in workshops and other professional development activities conducted by the School Department shall be eligible for Professional Development Points (PDPs). Notification of Professional Development opportunities shall be provided through an online listing that will be periodically updated throughout the school year of professional development available to substitute teachers. Building substitutes and extended term substitutes shall

participate in all professional learning activities/professional development days required of Unit A members scheduled prior to the start of the school year and within the school year if such after-school professional learning activities/professional development days occur during their period of employment in the Cambridge Public Schools and shall be compensated at their hourly rate for participating in such professional learning activities/professional development days.

2. All substitute teachers are expected to attend one (1) professional development workshop/course if offered by the Cambridge Public Schools ~~Office of Human Resources each~~ during the course of the school year and will be paid ~~at the rate of \$25.00 (twenty-five dollars) per hour~~ their hourly rate for attending this one (1) professional development course. ~~offered by the Cambridge Public Schools. The professional development workshop/course offered by the Cambridge Public Schools Office of Human Resources may include a review of applicable Cambridge Public Schools policies and procedures.~~

3. ~~Additionally, all~~ All substitute teachers ~~will also~~ shall be ~~expected~~ required to attend one (1) mandatory in person six (6) hour ~~professional development program~~ orientation program offered by the Cambridge Public Schools during the two weeks in August prior to the start of school ~~either prior to or during the course of the school year~~ and will be paid at the ~~rate of \$25.00 (twenty-five dollars) per hour~~ their hourly rate for attending this professional development program. Substitutes who are hired after the August orientation program has occurred will be able to attend the next orientation program that is offered. The orientation program will be development by the School Department and the Association. Additional orientation sessions may be offered during the course of the school year, scheduled at the discretion of the Chief Talent Officer or designee and CEA President.

Should there not be an orientation program prior to the substitute's start date that a substitute is able to attend, the substitute will be required to complete an online and/or asynchronous introduction to Cambridge Public Schools that is developed by the School Department and the Association and the policies and procedures review described below in paragraph 5 prior to beginning work. The substitute will be required to attend the next orientation session.

4. All newly hired ~~day-to-day~~ substitute teachers ~~s, general substitutes, extended term substitutes and building substitutes~~ shall be required to participate in a new substitute induction program of ~~not more than four (4)~~ at least six (6) hours duration paid at their hourly rate ~~rate of \$25.00 (twenty-five dollars) per hour~~. This induction program will be developed by the School Department and the Association and may be ~~in an electronic format online and/or~~ asynchronous.

5. Annually, all ~~day-to-day~~ substitute teachers ~~s and general substitutes~~ will be required to attend one (1) session of not more than two (2) hours to review Cambridge Public Schools policies and procedures paid at their hourly rate. This session may be online and/or asynchronous.

6. Article 18 Section 3

Revise Section 3 of Article 18 to read as follows (changes in bold):

A substitute teacher serving in an elementary program who, in accordance with the provisions of Article 7(2) of the collective bargaining agreement between the Cambridge Education Association Unit D and the Cambridge School Committee, is acting as a substitute teacher

covering classes for a full day will be indemnified for lost preparation periods on the following basis:

The Cambridge School Committee will indemnify a substitute teacher covering classes for a full day not more than:

Effective Date	Per Hour Pro Rata
September 1, 2009 – August 31, 2012	\$21.10
September 1, 2024	\$40.00

Payment will be made in December and June/July provided, however, that the individual and the principal certify the number of lost preparation periods by the end of December and June for payment at the appropriate times and provided that a current record of same is available at all times in the office of the principal.

7. New section 6 to Article 18

Add a new section 6 to Article 18 which state as follows:

6. Day to Day and General Substitutes will be provided with a welcome packet when they arrive at a school containing names and contact information for school administrators, school safety procedures and protocols.

8. Article 9 Sick Leave

Change title of Article 9 to Sick and Personal Leave

Delete the current last paragraph of the Article which states as follows:

~~In the event that an agreement is reached with the Cambridge Education Association prior to the expiration of the term of this collective bargaining agreement, which is June 30, 2024, regarding a sick leave bank which includes building substitutes, who are members of Unit D of the Cambridge Education Association, the parties agree that any terms of such agreement regarding any such sick leave bank which pertain to building substitutes, who are members of Unit D will be incorporated in the collective bargaining agreement.~~

9. Article 9 Sick Leave

Add a new last paragraph to Article 9 which states (changes in bold):

6. Effective September 1, 2024, building substitutes and extended term substitutes may be granted three (3) days of personal leave subject to the approval of the Superintendent, whose approval will not be unreasonably withheld. Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in cases of emergencies). Subject to exceptions by the Superintendent, no personal leave shall be required or requested for the day immediately preceding or immediately following a holiday or a vacation period. Personal leave shall be granted for the purpose of transacting or attending to personal affairs and situations over which the building substitute or extended term substitute has no control. The number of personal days will be pro-rated based upon the time of hire.

10. Article 5 second section, pages 2-3

Level One:

The grievant member shall present the grievance to the school principal or other administrator designated by the Superintendent in writing on a mutually agreed upon form within ~~fifteen (15) business days~~ **twenty (20) school days or forty (40) calendar days** of the event giving rise to the grievance. The grievant shall receive a written response from the principal/head of upper school or designee within ~~twenty-five (25) business~~ **twenty (20) school days**.

Notwithstanding the definition noted above, the member may present any complaint involving a condition of employment at level one only, and a written copy shall be forwarded to the ~~Executive Director of Human Resources~~ **Chief Talent Officer** by the Association.

Level Two:

If the grievant is not satisfied with the response, the Association may present the grievance in writing to the ~~Superintendent~~ **Executive Director of Human Resources or designee**, within ~~twenty-five (25) business~~ **twenty (20) school days** of having received the Level One response. The ~~Superintendent~~ **Executive Director of Human Resources or designee** shall schedule and hold the hearing of the grievance within ~~twenty-five (25) business~~ **twenty (20) school days** and shall respond in writing within ~~twenty-five (25) business~~ **twenty (20) school days** from the hearing. ~~receipt of the Level II grievance from the Association.~~ Failure to respond within the time limits shall constitute a denial.

Level Three:

If the grievance still remains unresolved, it shall be presented to the School Committee in writing within **twenty (20) school days** after the response of the Superintendent is due. The School Committee shall meet with the member and a representative of the Association within **twenty (20) school days** in an effort to settle the grievance. The School Committee shall respond in writing within **twenty (20) business days** of the meeting with the School Committee. Failure by the School Committee to respond within this period shall be construed as a denial of the grievance.

Arbitration:

The rest of the article remains unchanged.

II. Economic Proposals

11. Article 9 Sick Leave

Insert a new Section 2 which provides (changes in bold):

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

	<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 building substitutes 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 building substitutes 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.

12. Article 12 Salary

Create new Salary Schedules to reflect salary increase of as of September 1, 2024, and another salary increase as of September 1, 2025:

Year One	September 1, 2024 – 3%
Year Two	September 1, 2025 – 3.5%

13. Article 21 T-Pass Reimbursement

Change Title of Article 21 to T-Pass Reimbursement and Bike Sharing Memberships

Revise language of Article 21 to read as follows (changes in bold):

~~Effective within three months of the date of the ratification of the tentative agreement for a successor collective bargaining agreement by both parties, the School Department shall reimburse each member of the bargaining unit who purchases one, up to a maximum of 65% of a T-Pass, up to a maximum of one hundred twenty dollars (\$120.00) per month.~~ Effective September 1, 2022, the School Department shall reimburse each member of the bargaining unit who purchases one, up to 65% of the cost of a "T" pass, up to a maximum of two hundred sixty-five dollars (\$265.00) per month.

Effective three (3) months after ratification of contract, the school department shall reimburse each member of the bargaining unit who purchases one, up to 75% of the cost of a "T" pass, up to a maximum of \$300 per month.

Effective three (3) months after ratification of contract, in order to access this benefit, members will need to use the payroll deduction process.

Note: This benefit will include members who purchase a Commuter Rail "T" pass and members will be allowed to suspend payroll deduction as needed.

14. Article 12 Salary

Revise the language of the first paragraph in Article 12 to read as follows (changes in bold):

The salary schedule for part-time service shall be pro rata. ~~Any substitute who works 170 days or more in a school year as an extended term substitute shall be paid at step one (1) Bachelor of the teachers' schedule upon the conclusion of the school year.~~ Any substitute who works as an extended term substitute shall be paid at step one (1) Bachelor of the teachers' schedule. The special education teacher (substantially separate class teacher) or the pre-school special needs class teacher stipend in Appendix A of the collective bargaining agreement between the Cambridge School Committee and the Cambridge Education Association Units A&B as then in effect will be added if the substitute working as an extended term substitute is assigned in such classroom. The salary schedule for extended term substitutes shall apply only to an individual who is substituting in that capacity for an absent teacher in a teacher position (CEA Unit A position), and not to any other type of position.

Non-contractual Note: For revised salary chart, see Attachment 1.

15. Article 9, third paragraph

Revise the first paragraph of Article 9 to read as follows:

Extended term substitutes and building substitutes shall earn sick leave at the rate of one and one-half (1½) days per month for each completed month of fifteen (15) or more days of service. Sick leave may only be used on extended term and building substitute assignments. Unused sick leave day accrued by extended term substitutes are not carried forward from year to year. Building substitutes may carry over unused sick days. If there is a break in service of one year or less, accrued sick time will be reinstated. If there is a break in service of greater than one year there will be no reinstatement of accrued sick time.

16. Article 9, third paragraph

Revise the third paragraph of Article 9 to read as follows:

Extended term substitutes and building substitutes with accumulated sick days will be able to access accruals, including but not limited to sick time and personal time through their designated clerk.

17. DESE License Salary Lane

Effective September 1, 2024, add a new salary lane for substitutes who holds an active Massachusetts Department of Elementary and Secondary Education teacher license that is 3% above the daily rate for the unit member's current position.

18. Article 10, Section 4

Revise Section 4 of Article 10 as follows:

Eligible ~~building substitutes and general~~ substitutes 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)~~ of \$2,500 (two thousand five hundred dollars) payable on a monthly basis at the rate of \$208.33 (two hundred eight dollars and thirty-three cents) per month, for as long as the individual remains eligible for such payments in accordance with the rules and procedures established by the City of Cambridge. This payment shall not be included in pay for any other purpose.

19. Article 15 New Section 3

Extended term substitutes, who have had the expenditure for instructional materials used in the course of their employment with the Cambridge Public Schools shall be eligible for a reimbursement amount of up to \$450.00 (four hundred fifty dollars) if the extended term substitute is in the position for over ninety (90) school days. If the extended term substitute is in the position for less than ninety (90) school days and the expenditure for classroom and other instructional materials used in the course of their employment with the Cambridge Public Schools shall be eligible for a reimbursement amount of up to \$225.00 (two hundred twenty-five dollars). The reimbursement will only be paid to extended term substitutes who are active employees within the Cambridge Public Schools and not to extended term substitutes who are on leaves of absence from their employment within the Cambridge Public Schools. Reimbursements cannot be sought for technology purchases, including without limitation, hardware and software.

Extended term substitutes shall be reimbursed for purchases made between two (2) weeks prior to the start of their assignment and two weeks prior to the end of their assignment upon submission of receipts documenting such expenses on an appropriate form as determined by the School Department. Receipts must be submitted within one month of the end of the assignment.

20. Article 10 First paragraph

Revise Article 10 first paragraph page 9 as follows (changes in bold):

Extended term substitutes, general substitutes and building substitutes shall be entitled to the following ~~health~~ insurance coverage:

21. Article 10 Section 3

Revise Section 3 of Article 10 as follows:

a. ~~Effective as of September 1, 2022, members of the bargaining unit who achieve or continue to achieve general substitute status for three consecutive years shall be eligible to receive health insurance benefits beginning in September of the following school year and continuing through August following the end of the school year, provided that the individual works at least forty-five (45) days during the first ninety (90) days of the school year, and works at least one hundred (100) days in any CEA Units A, B, D and/or E position during the school year.~~

b. ~~Effective September 1, 2011, this subsection shall change to read as follows: So long as an individual continues to achieve general substitute status in each successive year after the three (3) years, they shall be eligible for such health benefits. Any break in the pattern of two (2) consecutive years of general substitute status shall cause a new two (2) year period to begin. Except if the substitute has had health benefits for six (6) or more consecutive years, then any break in the pattern of general substitute service shall require an individual to achieve general substitute status for a new one (1) year period.~~

Effective September 1, 2024, the subsections of Section 3 shall be revised change to read as follows:

a. ~~Effective September 1, 2024, once an individual has achieved general substitute status and has returned to work in the subsequent school year, they will be eligible for health benefits.~~

In order to maintain continued eligibility for health benefits in each successive year, the individual must work at least forty-five (45) days during the first ninety (90) days of the school year and work at least one hundred (100) days in any CEA Units A, B, D and or E position during the school year. Additionally, any break in the general substitute status shall result in a loss of health benefits.

b. General substitutes will be notified after the first ninety (90) days of the school year if they are at risk of losing health benefits at the end of the school year because they have not worked at least forty-five (45) days during the first ninety (90) days of the school year. Additionally, general substitutes will be notified at this same time that they will lose health benefits at the end of the school year if they have not worked at least one hundred (100) days in any CEA Units A, B, D and/or E position during the school year. General substitutes will be notified on March 15th or next school day if school is not in session on March 15th if they are at risk of losing health benefits at the end of the school year because they have not worked at least one hundred (100) days in any CEA Units A, B, D and/or E position during the school year.

c. Health insurance ~~may~~ will be terminated in the event a general substitute does not accept at least one hundred (100) days of work during a school year. ~~demonstrates a regular pattern of declining assignments.~~

d. In order to regain eligibility for health benefits, the individual would need to regain general substitute status by working at least one hundred (100) days in any CEA Units A, B, D and/or E position in the school year in order to be eligible for health benefits in the following school year.

e. The employer shall pay seventy-five percent (75%) of the premium cost of health insurance benefits for eligible ~~general~~ substitutes and the employee shall pay twenty-five percent (25%).

f. An individual who is receiving the health benefits under Sections 3 (a) – (d) ~~(d), and (e) and (f)~~ shall be eligible for continuation of such benefits during the period of a documented **approved** medical leave of absence ~~of up to five (5) months.~~ Management shall have the right to require appropriate medical documentation.

~~f. A building substitute, while employed in that capacity, shall be eligible for Health Insurance benefits in accordance with the standard plans provided by the employer. The employer shall pay seventy-five percent (75%) of the premium cost of health insurance benefits, and the employee shall pay twenty-five percent (25%) of the cost.~~

22. Article 10 Section 5

Revise Section 5 of Article 10 as follows:

Eligible ~~building substitutes and general~~ substitutes who lose the alternative health insurance through no fault of their own (e.g., spouse loss of job and hence insurance) will be entitled to enroll in the City plan outside of open enrollment periods with no waiting periods or preexisting condition limitations. Building substitutes eligible for health insurance can elect overage at open enrollment without limitation as to coverage.

23. Article 10 Section 6

Revise Section 6 of Article 10 as follows:

All building substitutes, all extended term substitutes who are hired for fully school year assignments and all general substitutes who achieve or continue to achieve general substitute status ~~for three consecutive years~~ in accordance with the provisions of Article 10 of this collective bargaining agreement and who are eligible for health insurance under Section 3 of Article 10 will be enrolled in the Cambridge Public Schools Dental and Vision Fund's dental and vision care plans. The School Committee would further agree to contribute up to \$13.00 per week per member. All costs above \$13.00 per week would be shared on a fifty percent (50%) basis between the employer and employee.

24. Article 2 First paragraph

Revise the language of the first paragraph of Article 2 as follows (changes in bold):

A ~~per diem day to day~~ substitute teacher is any person subject to day-to-day employment, assignment or reassignment. An extended term substitute is any person who is employed in the same assignment for a period of twenty (20) consecutive days or more. A general substitute is any person who ~~is~~ was employed one hundred (100) days or more in any CEA Units A, B, D and/or E position during the previous school year and has returned to work in the subsequent school year. In each subsequent school year, an individual must meet the requirements of a general substitute (work one hundred (100) days or more in each school year) to continue to be compensated at the general substitute rate at the beginning of the school year if employed as a general substitute. After three years of employment in the Cambridge Public Schools as a general substitute, general substitute status will be maintained for one year should the general substitute work for more than fifty (50) but fewer than one hundred (100) days. Otherwise, the individual will revert to a day to day substitute rate until they re-qualify for the general substitute status.

25. Article 12, final paragraph page 9

Revise the language of this paragraph as follows (changes in bold):

Effective as of September 1, 2022, any member of the bargaining unit who was classified and compensated as general substitute in the preceding school year shall be compensated at the general substitute rate beginning with their first day of employment in the subsequent school year, and continuing through the year at that rate, unless otherwise employed as an extended term substitute. In each subsequent school year, an individual must meet the requirements of a general substitute (one hundred (100) days of employment in a school year) in any CEA Unit A, B, C and/or E position) to continue to be compensated at the general substitute rate at the beginning of the next school year if employed as a general substitute. After three years of employment in the Cambridge Public Schools as a general substitute, general substitute status will be maintained for one year should the general substitute work for more than fifty (50) but fewer than one hundred (100) days. Otherwise, the individual will revert to the ~~per diem day to day~~ substitute rate until they requalify for the general substitute rate.

III. Contract Clean Up

26. Article 9 Sick Leave

Delete the fifth paragraph of this Article and insert the following in its place:

1. 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 30th 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.

27. Parental Leave

Change title of Article 9 from ~~Sick Leave~~ to ~~Leave~~ and insert as a new fifth paragraph the following text:

The School Committee agrees to abide by State Law and Massachusetts Commission Against Discrimination ("MCAD") guidelines with reference to parental leave. All 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 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. Unit D members 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 Chief Talent Officer.

28. Adjust dates in successor CBA

Adjust dates in successor collective bargaining agreement to reflect term of new CBA.

29. Article 6 Section 5 subsections B and C

Delete subsections B and C of Section 5 of Article 6 as follows:

~~B. A building substitute shall be paid at the same rate of pay as a general substitute in accordance with the contract. However, a building substitute shall be paid the contract rate from the first day of their building substitute assignment.~~

~~C. A building substitute, while employed in that capacity, shall be eligible for Health Insurance benefits in accordance with the standard plans provided by the employee.~~

30. Article 1 first two paragraphs and Article 2, first paragraph

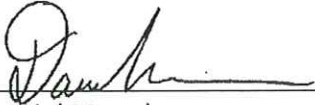
Delete ~~per diem~~ and insert ~~day to day~~ in its place.

31. Article 13, section 5

Delete ~~thirtyd~~ and insert ~~thirty~~ in its place.

CAMBRIDGE EDUCATION ASSOCIATION

CAMBRIDGE SCHOOL COMMITTEE



Daniel Monahan
President

Date July 15, 2024

Katherine Christo
Interim Executive Secretary

Date _____

Order Number _____

CITY OF CAMBRIDGE

Yi-An Huang
City Manager

Approved as to Form:

Megan B. Bayer, Esq.
Acting City Solicitor

ATTACHMENT 1

	09/01/2024 (3% COLA, 10% increase for 6.5 hrs, and .25% for 3 additional PD hours)	09/01/2025 (3.5% COLA)
Substitute Teacher Day-to-Day	\$ 196.25	\$ 203.12
General Substitute	\$ 218.64	\$ 226.29
Substitute (Building Substitute)	\$ 218.64	\$ 226.29

The salary schedule for part-time service shall be pro rata. ~~Any substitute who works 170 days or more in a school year as an extended term substitute shall be paid at step (1) Bachelor of the teacher's schedule upon the conclusion of the school year.~~

Any substitute who works as an extended term substitute shall be paid at step one (1) Bachelor of the teachers' schedule. The special education teacher (substantially separate class teacher) or the pre-school special needs class teacher stipend in Appendix A of the collective bargaining agreement between the Cambridge School Committee and the Cambridge Education Association Units A&B as then in effect will be added if the substitute working as an extended term substitute is assigned in such classroom.

The salary schedule for extended terms substitutes shall apply only to an individual who is substituting in that capacity for an absent teacher in a teacher position (CEA Unit A position) and not to any other type of position.