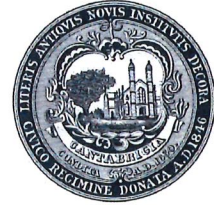


CAMBRIDGE PUBLIC SCHOOLS

21-332



135 BERKSHIRE STREET, CAMBRIDGE, MASSACHUSETTS 02141

November 16, 2021

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Tentative Agreement between the Cambridge School Committee
and the Cambridge Education Association Clerical Unit C
for a successor collective bargaining agreement
for the period of
July 1, 2021 through June 30, 2024.

- Recommendation: That the School Committee ratify and approve the Tentative Agreement between the Cambridge School Committee and the Cambridge Education Association Clerical Unit C for a successor collective bargaining agreement for the period of July 1, 2021 through June 30, 2024 as detailed in the attached document.
- Description: The language of the July 1, 2018 through June 30, 2021 collective bargaining agreement shall continue in the successor collective bargaining agreement with the following modifications:
- Make contract language throughout successor collective bargaining agreement gender neutral.
 - Revise Article 1 to exclude the Secretaries to the Assistant Superintendents, Secretary to the Chief Talent Officer, Secretary to the Chief Strategy Officer, and the Secretary to the Chief Equity Officer from the bargaining unit
 - Clarify the language in Article 7 regarding the work schedule for ten month, eleven month and twelve month employees
 - Add an additional 5 days to the work schedule for eleven month employees

- include Juneteenth as a Holiday and change Columbus Day to Indigenous Peoples Day
- Effective as of July 1, 2021, union members shall be required to use any compensatory time that is earned on or after July 1, 2021 within twelve (12) months of the date that the compensatory day is earned or it is lost. Additionally, unit members will have a one-time option to elect to be paid for all compensatory time that the unit member has earned through June 30, 2021 at the rate of \$25.00 (twenty-five dollars) per hour or at the union member's hourly rate, whichever is less. Such election must be made within forty-five (45) days of the ratification of the agreement by both parties.
- Revise Article 13 to provide that sick leave shall be credited to the Employee on their initial date of appointment, and shall be credited every year thereafter on July 1st. In the event of the termination of employment during the middle of the work year, sick leave time shall be pro-rated and the Employee must pay back any unearned days. Sick leave is cumulative and unlimited.
- Add a new provision to Article 14 that provides that union members will be allowed to use vacation days when the union member is required to attend a legal proceeding due to the issuance of a subpoena or summons.
- Add a new provision to Article 15 that provides that the CEA President shall be granted a paid leave of absence. A union member serving as the CEA President shall not be eligible for the attendance incentive or other stipends set forth in this collective bargaining agreement during the period of time that the union member is serving as the CEA President. Notwithstanding anything in this contract to the contrary, the President of the CEA shall have the right to return to their building/grade/department, provided they exist when said leave is completed.
- Revise Section 10 of Article 22 to provide effective three months after ratification, the School Department shall reimburse each member of the bargaining unit who purchases one, up to a maximum of sixty-five percent (65%) of the cost of a "T" pass, up to a maximum of one hundred twenty dollars (\$120.00) per month, beginning in fiscal year 2022. Effective July 1, 2022, the School Department shall reimburse each member of the bargaining unit who purchases one, up to a

maximum of two hundred sixty-five dollars (\$265.00) per month, beginning in fiscal year 2023.

- Add a new Section 11 to Article 22 which provides that effective three (3) months after ratification, the City shall offer a bike sharing membership to unit members on the same terms as non-union employees.
- Enter into a side letter regarding a Joint Working Group on Professional Development
- Increase the emergency bystander stipend in Article 25 Section c to \$365.00 (three hundred sixty-five dollars)
- Add a provision that provides that 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 members of Unit C of the Cambridge Education Association, the parties agree that any terms of such agreement regarding any such sick leave bank which pertain to members of Unit C will be incorporated in the collective bargaining agreement.
- Add a new provision providing that all bargaining unit members will receive an annual payment of \$200.00 (two hundred dollars) in recognition of the fact that they may be asked to report to work onsite as an employee during a non-weather related public health or safety issue on days that other employees may be asked not to report onsite. The initial payment will be made within forty-five (45) days of ratification of this agreement. Thereafter, it will be paid out annually in the first payroll period of October. This provision will sunset at the end of the collective bargaining agreement term, which is June 30, 2024.
- Contract Clean Up

The financial costs for the successor collective bargaining agreement are as follows:

FY22: \$82,132
 FY23: \$104,718
 FY24: \$107,336

Supporting Data:

A copy of the Tentative Agreement between the Cambridge School Committee and the Cambridge Education Association Clerical Unit C.

Respectfully submitted,



Victoria L. Greer, PhD

Interim Superintendent of Schools

Tentative Agreement between the Cambridge School Committee and the Cambridge Education Association Unit C

This tentative agreement is entered into between the Cambridge School Committee (hereinafter "Committee") and the Cambridge Education Association Unit C (hereinafter "CEA Unit C") of November __, 2021 for a collective bargaining agreement to be effective from July 1, 2021 to June 30, 2024, which shall be a successor collective bargaining agreement to the collective bargaining agreement between the Committee and CEA Unit C for the period of July 1, 2018 to June 30, 2021. This tentative agreement is subject to ratification by both the CEA Unit C and the Committee.

NOW THEREFORE, the School Committee and CEA Unit C agree as follows:

The language of the July 1, 2018 to June 30, 2021 collective bargaining agreement shall continue in the successor collective bargaining agreement except as modified below.

I. Language Proposals

1. Gender Neutral Language

Make contract language throughout successor collective bargaining agreement gender neutral. See redline of CBA at **Attachment A** for changes.

2. Article 1 Recognition

Revise this Article to read as follows (changes highlighted in yellow):

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

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

3. Article 7 Hours of Work

Revise sections 1, 2 4, 6 and 7 of Article 7 to read as follows (changes highlighted in yellow):

1. An Employee may choose their regular schedule of work hours, subject to the approval of their appropriate supervisor. The Supervisor's decision shall be final. The regular hours of work each day shall be consecutive except for interruptions for lunch period. The regular hours of the workweek are

Monday through Friday inclusive. Clerical employees may be employed on a twelve (12) month, eleven (11) month or ten (10) month basis.

2. Full time office personnel is defined as working forty (40) hours per week. The existing regular schedule for full-time office personnel shall be the following inclusive of a one (1) hour meal period with pay:

7:00 a.m. to 3:00 p.m.

7:30 a.m. to 3:30 p.m.

8:00 a.m. to 4:00 p.m.

8:30 a.m. to 4:30 p.m.

9:00 a.m. to 5:00 p.m.

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

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

4. The existing regular schedule for part-time office personnel who work six (6) hours per day shall be the following inclusive of a half (½) hour meal period with pay. (When a part-time Employee is working a full day (8 hours), they shall be entitled to receive a one (1) hour meal period with pay.)

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

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

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

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

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

6. Delete the current section in its entirety and insert the following in its place:

Effective July 1, 2021, the ten (10) month schedule is defined as the school academic year for students plus twelve (12) days (for a total of 192 (one hundred ninety-two) days). The work year commences for ten (10) month clerks two days before the first day of school. The additional ten (10) days shall be worked at the discretion of the principal or appropriate school administrator. Such

additional days may only be used to extend the work year immediately following the close of school in June and/or the opening of school in September. Such Employees must be so notified by May 15.

7. Delete the current section in its entirety and insert the following in its place:

Effective July 1, 2021, the eleven (11) month work schedule is defined as the school academic year for students plus an a full thirty (30) additional days (a total of 210 (two hundred ten) days). The work year for eleven (11) month clerks commences ten (10) business days before the first day of school. The remaining days require to reach 210 (two hundred ten) work days is to be worked between the end of one school year and the start of the next and/or during school vacation periods if so requested by the administrator and agreed to by the clerk.

4. ARTICLE 8 OVERTIME

Revise Article 8 to read as follows (changes highlighted in yellow):

To be paid at the rate of time and a half (1/2) rate for all time worked beyond eight (8) hours on any weekday. Any time worked on Saturday to be paid at the rate of time and a half (1/2) rate. Any time worked on a Sunday or holiday to be paid at the double time rate.

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

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

5. Article 11 Holidays

Revise Sections 1 and 2 of Article 11 to read as follows (changes highlighted in yellow):

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

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

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

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

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

2. The provisions of this Article shall apply to ten (10) and eleven (11) month clerks when school is in session, exclusive of Independence Day and Labor Day. These two days shall be paid holidays for ten (10) and eleven (11) month clerks when they have worked the work day before and the workday after such holiday(s).

6. Article 12 Vacation

Revise Article 12 to read as follows (changes highlighted in yellow):

1. A. The vacation entitlement for employees hired prior to July 1, 2004 shall be as follows:

Years of Service	12 Month Employees	11 Month Employees	10 Month Employees
for less than one (1) years service (from appointment date to June 30 to a maximum of ten (10) days)	1 ¼ day each month worked	1 ¼ day each month worked	1 ¼ day each month worked
for one (1) years service but less than eight (8) years service	15 days	14 days	12 days
for eight (8) years service but less than thirteen (13) years service	20 days	18 days	17 days
for thirteen (13) years service but less than twenty-two (22) years service	25 days	23 days	21 days
for twenty-two (22) years and more service	30 days	28 days	25 days

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

Years of Service	12 Month Employees	11 Month Employees	10 Month Employees
for less than one (1) years service (from appointment date to June 30 to a maximum of ten (10) days)	1 ¼ day each month worked	1 ¼ day each month worked	1 ¼ day each month worked
for one (1) years service but less than eight (8) years service	15 days	14 days	12 days

for eight (8) years service but less than thirteen (13) years service	20 days	18 days	17 days
for thirteen (13) years and more of service	25 days	23 days	21 days

A day is defined as eight (8) hours, prorated based on full time equivalency. All employees hired prior to July 1, 2004 shall be grandfathered at the vacation entitlement set forth above in section 1(A) of this Article.

2. Ten (10) and eleven (11) month employees shall be allowed to use up to three (3) vacation days per year during school time. Vacation time for ten (10) and eleven (11) month employees shall be paid to Employees beginning with the December, February and April school vacation weeks, and after the last day of school in June depending on the amount of vacation time due to each Employee.

3. General

a. i. Vacation time due for each Employee shall be calculated based on the length of continuous service each Employee has with the School Department and the City of Cambridge from their appointment date to June 30.

ii. Vacation due for each employee hired after July 1, 1989 shall be calculated in length of continuous service each employee has within the bargaining unit, provided that employees transferring into the unit from other School or City departments who were entitled to vacation in their previous position will have such prior service credited toward vacation entitlement. (It is agreed that this calculation begins as of July 1, 1993.)

iii. Vacation time for part-time employees is pro-rated based on the portion of the part-time employee's full-time equivalency.

b. Vacation allowances are not cumulative, and any vacation time due any Employee shall be taken before the end of the subsequent fiscal year.

c. When a holiday falls within the vacation period, the holiday shall be paid and shall not be charged against vacation time.

d. Seniority will prevail as to when preferences for vacations are to be taken.

e. When a permanent part-time clerk becomes a permanent full-time clerk, part-time service shall be counted towards vacation time due.

f. Vacation time due shall be pro-rated if an Employee is on unpaid leave for one month (22 days) or more.

g. For vacation preference purposes, seniority shall be based upon the date appointed to the employee's current position in the Administrative Unit. (See Appendix B.)

h. M.G.L.c. 41, §111E

Whenever the employment of any person subject to section one hundred eleven or sections one hundred eleven A, one hundred eleven D or one hundred eleven G is terminated during a year by dismissal through no fault or delinquency on this person's part or by resignation, retirement or death, without having been granted the vacation to which a person is entitled under such Section, such person, or in the case of death, the estate, shall be paid at the regular rate of compensation payable to the person at the termination of employment, an amount in lieu of such vacation; provided, that no monetary or other allowance has already been made therefore.

4. Employees may request to roll over up to five (5) days vacation during any given school year. The parties acknowledge and agree that at no time may the amount of vacation time that an employee rolls over in any given year exceed five (5) days in excess of their vacation entitlement that is allotted to them based upon their years of service. These five (5) days (if carried over) must be used by June 30th of the same year.

7. Notification of End of Past Practice Regarding Compensatory Days

The School Committee provides notice of its ending of the past practice regarding compensatory days.

8. Article 13 Attendance Incentive Plan, Add a New Section 6

Effective as of July 1, 2021, union members shall be required to use any compensatory time that is earned on or after July 1, 2021 within twelve (12) months of the date that the compensatory day is earned or it is lost.

Additionally, unit members will have a one-time option to elect to be paid for all compensatory time that the unit member has earned through June 30, 2021 at the rate of \$25.00 (twenty-five dollars) per hour or at the union member's hourly rate, whichever is less. Such election must be made within forty-five (45) days of the ratification of the agreement by both parties.

9. Article 13 Attendance Incentive Plan, Section 1, ¶13

Revise the language to read as follows:

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

10. Article 14 Temporary Leaves of Absence, Add a new Section E

Legal Proceedings. Union members will be allowed to use vacation days when the union member is required to attend a legal proceeding due to the issuance of a subpoena or summons.

11. Article 15 Extended Leaves of Absence, Add a new Section 6

Leave of Absence for the CEA President. The CEA President shall be granted a paid leave of absence. A union member serving as the CEA President shall not be eligible for the attendance incentive or other stipends set forth in this collective bargaining agreement during the period of time that the union member is serving as the CEA President. Notwithstanding anything in this contract to the contrary, the

President of the CEA shall have the right to return to their building/grade/department, provided they exist when said leave is completed.

12. Article 22 General Provisions, Section 10 and Add a new Section 11

Revise Section 10 to read as follows:

Effective three months after ratification, the School Department shall reimburse each member of the bargaining unit who purchases one, up to a maximum of sixty-five percent (65%) of the cost of a "T" pass, up to a maximum of one hundred twenty dollars (\$120.00) per month, beginning in fiscal year 2022. Effective July 1, 2022, the School Department shall reimburse each member of the bargaining unit who purchases one, up to a maximum of two hundred sixty-five dollars (\$265.00) per month, beginning in fiscal year 2023.

Create a new Section 11 which reads as follows:

Effective three (3) months after ratification, the City shall offer a bike sharing membership to unit members on the same terms as non-union employees.

13. Joint Working Group on Professional Development

The parties agree to enter into a side letter that provides the following:

There shall be a Joint Working Group on Professional Development, consisting of three (3) members of Unit C designated by the CEA and three (3) administrators designated by the Superintendent to provide input regard professional development courses to be offered by the school department in district to Unit C members. This Joint Working Group shall be co-chaired jointly by one individual designated by the CEA and by the Chief Talent Officer or a designee. This Joint Working Group shall be advisory to the Superintendent of Schools. The Joint Working Group shall meet once in the spring and once in the winter of each school year. The work of the Joint Working Group shall expire at the end of the term of this collective bargaining agreement, which is June 30, 2024. In other words, this provision shall become null and void as of the last date of the successor collective bargaining agreement (i.e., even if the parties are still negotiating for a successor agreement this provision will be eliminated as of the last date of the successor collective bargaining agreement).

14. Article 25 Section C

Delete \$350.00 (three hundred fifty dollars) for the emergency bystander stipend and insert the amount of \$365.00 (three hundred sixty-five dollars) in its place.

15. Sick Leave Bank

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 members of Unit C of the Cambridge Education Association, the parties agree that any terms of such agreement regarding any such sick leave bank which pertain to members of Unit C will be incorporated in the collective bargaining agreement.

16. Add a new provision to Article 22

In addition, all bargaining unit members will receive an annual payment of \$200.00 (two hundred dollars) in recognition of the fact that they may be asked to report to work onsite as an employee during a non-weather related public health or safety issue on days that other employees may be asked not to report onsite. The initial payment will be made within forty-five (45) days of ratification of this agreement. Thereafter, it will be paid out annually in the first payroll period of October. This provision will sunset at the end of the collective bargaining agreement term, which is June 30, 2024.

II. Contract Clean Up

1. Change dates in successor collective bargaining agreement to be reflective of the time period of the successor collective bargaining agreement

2. Appendix A Secretaries to Senior Administrators

Delete "Executive Director of Human Resources" and insert "Chief Talent Officer" in its place.

3. Appendix A Civil Service Examination

Delete "The employee must pass the Civil Service Examination"

4. Article 11 Holidays

Delete "Columbus Day" and insert "Indigenous Peoples Day" in its place.

5. Article 11 Personal Illness, Section 3 Attendance Incentive Plan

Insert a "\$" in front of the payment amounts in the full-time and part-time employee columns

III. Economic Proposals

Article 16 Salaries and Salary Schedule, Section A

Revise the Section A of Article 16 to read as follows:

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

July 1, 2021 – 1%

January 1, 2022 – 1%

July 1, 2022 – 1.5%

January 1, 2023 – 1%

July 1, 2023 – 2.5%

CAMBRIDGE EDUCATION ASSOCIATION
UNIT C

CAMBRIDGE SCHOOL COMMITTEE

Daniel Monahan
President

Ariel Kennebrew
Executive Secretary

Date

Order Number _____

Date _____

CITY OF CAMBRIDGE

Louis A. DePasquale
City Manager

Approved as to form:

Nancy E. Glowa
City Solicitor

ATTACHMENT A