



26

December 4, 2018

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Agreement between the Cambridge School Committee and the Cambridge Education Association, Units A&B

Recommendation: That the School Committee approve the Agreement between the Cambridge School Committee and the Cambridge Education Association, Units A&B as detailed in the attached agreement.

Description: This Agreement is on a one-time basis for creating a voluntarily donation sick leave back for Brenda Gonzalez, a member of the Cambridge Education Association, Units A&B.

Supporting Data: Attached is the Agreement between the Cambridge School Committee and the Cambridge Education Association, Units A&B.

Respectfully submitted,

Kenneth N. Salim, Ed.D.
Superintendent of Schools

AGREEMENT
BETWEEN
THE CAMBRIDGE SCHOOL COMMITTEE AND
THE CAMBRIDGE EDUCATION ASSOCIATION, UNITS A & B

This Agreement is entered into between and among the Cambridge School Committee (“Committee”) and the Cambridge Education Association Units A & B (“CEA”);

WHEREAS, the CEA is desirous of creating, on a one-time basis, a voluntary donation sick leave bank for Brenda Gonzalez, a member of CEA Units A & B, in order to allow employees of the Cambridge Public Schools, on a voluntary basis, to donate sick days for Ms. Gonzalez’ usage (hereinafter referred to as “the Voluntary Sick Leave Bank”);

WHEREAS, the CEA Units A & B and the Committee have met in an effort to resolve this matter;

NOW THEREFORE, in consideration of mutual promises and covenants, the receipt and sufficiency of which are hereby acknowledged, CEA Units A & B and the Committee hereby agree as follows:

1. The Committee and CEA, Units A & B agree that any CEA Units A & B member may, on a voluntary basis, donate sick days to a Voluntary Sick Leave Bank. CEA Units A & B and the Committee each agree that in order for members to donate sick days to the Voluntary Sick Leave Bank in accordance with the terms of this Agreement, the member and the duly authorized representative of the CEA must sign an authorization of the donation. The CEA will be responsible for the collection and certification employee donations to this Voluntary Sick Leave Bank on the form that is attached hereto as Exhibit A. The Committee and CEA, Units A & B further agree that all such donations must be made by no later than two weeks after the date of approval of this agreement by the Cambridge School Committee and that all completed acknowledgement forms must be provided to the Chief Financial Officer by no later than ten (10) calendar days after this date.

2. The Committee and CEA Units A & B further agree that any sick days that are donated to the Voluntary Sick Leave Bank will remain in said bank until the first of the following occurs: (i) all sick leave days in the Voluntary Sick Leave Bank are exhausted; (ii) Ms. Gonzalez returns to work; or (iii) Ms. Gonzalez resigns or otherwise leaves the employ of the Cambridge Public Schools. The Committee and CEA Units A& B further agree that in the latter two situations, the Voluntary Sick Leave Bank will be considered to

have been exhausted. Any unused sick days in the Voluntary Sick Leave Bank then will be rolled over into the CEA Unit A & B sick leave bank for the current school year in which the exhaustion of the Voluntary Sick Leave Bank has occurred and these sick leave days will expire at the end of the that school year.

- 3. The Committee and CEA Units A & B agree that any employee who voluntarily donates sick days to the Voluntary Sick Leave Bank shall not be penalized under the applicable attendance incentive plan provision of any collective bargaining agreement, as then in effect.
- 4. CEA Units A& B agrees that no grievance or complaint shall be filed with respect to this Agreement.
- 5. CEA Units A & B and the Committee each agree that this Agreement shall not be considered to have established a precedent under the collective bargaining agreement between CEA Units A & B and the Committee and/or any other collective bargaining agreement between the CEA and the Committee and shall not be used by any party for any reason in any other proceeding, except one to enforce the terms of this Agreement.
- 6. This Agreement does not constitute an admission of liability or wrongdoing on the part of any party.

IN WITNESS THEREOF, each party has caused this Agreement to be executed by their duly authorized representatives as of this _____ day of _____, 2018.

FOR THE ASSOCIATION

FOR THE COMMITTEE

29

AUTHORIZATION AND ACKNOWLEDGMENT OF DONATION OF SICK LEAVE DAYS TO
VOLUNTARY SICK LEAVE BANK FOR BRENDA GONZALEZ

I, the undersigned, understand that the Cambridge School Committee and the Cambridge Education Association Units A&B have created a voluntary sick leave bank for Brenda Gonzalez. I hereby agree to donate _____ of my current accrued sick days to the Voluntary Sick Leave Bank for Brenda Gonzalez and authorize the Cambridge Public Schools to donate this number of sick days from my current accrued total of sick days.

I sign this form voluntarily and with full knowledge of its significance.

Name of Employee

Signature of Employee

Last four digits of Social Security Number

Date

Name of CEA representative

Signature of CEA representative

Date

Date Received by CPS: _____