

June 16, 2015



15

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Cambridge Food Service Employee Association  
Collective Bargaining Agreement 7/1/15 – 6/30/18

Recommendation: That the School Committee approve the attached agreement between the Cambridge School Committee and the Cambridge Food Service Association for a collective bargaining agreement for the period of July 1, 2015 through June 30, 2018, which was ratified by the members of the bargaining unit.

Description: The attached agreement reached by the negotiating teams was ratified by the unit membership. The agreement includes the following:

Three Year Agreement – 7/1/15-6/30/18

July 1, 2015 - 4.0% on base wages (2.4% of which is a general across the board increase and 1.6% of which is in return for a 5 % increase in the employee health insurance contribution rate from 14% to 19%, effective on this same date, for employees hired prior to July 1, 2012 (when 25% for new hires went into effect.)

July 1, 2016 - 2% on base wages

July 1, 2017 - 2.5%

With no increase on any other economic items in the collective bargaining agreement except as detailed in this tentative agreement.

Should, during the life of this contract, any City or School unit reach voluntary agreement with the City for a general across-the-board base wage increase greater in percentage than that provided to this Union, then the City and the Union agree to reopen the contract for the limited purpose of discussing base wages

In Article 4, Association Dues and Agency Fee, in Section 3, change the end of the first sentence to "as of the 90th date of employment, or the 90th day after the effective date of this Agreement, whichever is later to pay to the Union as a service fee.

In Article 7, Vacancies, Transfers and Seniority, Layoffs, in Section G, delete "receiving kitchen worker" and insert "an experienced kitchen worker" in its place.

In Article 12, Work Year and Vacations, in Section 1 clarify that the work year shall be one hundred eighty-three (183) days for all part-time and full-time employees, including Heads of Kitchen and Cooks, which shall include the school year for students (one hundred eighty (180) days and two (2) days prior to the opening of school, and one (1) day after the close of school.

In Article 13, Leaves of Absence, in Section 2, delete the first, second and third sentences in the first paragraph and insert in its place:

SICK LEAVE: All employees shall be entitled to fifteen (15) day of sick leave per year, which shall be pro-rated based upon the employee's full time equivalency (FTE). For each sick day taken, the employee shall be paid for the number of daily hours s/he is regularly scheduled to work.

Revise subsection A to read as follows: Employees may accumulate an unlimited number of sick days from their annual allotment of sick days.

In Article 12, Work Year and Vacations, in Section 2, Subsection C, insert at end of last paragraph of the subsection: Members will have the option to exclude up to \$5,000 (five thousand dollars) of sick leave buyback monies from the one time transfer of sick leave buyback monies to a 403B plan at the time of retirement in accordance with the provisions of the 403B plan and IRS regulations.

In Article 15, Uniform Allowance, change title from "Uniform Allowance" to "Uniforms"; and add the following sentence to the end of the first paragraph: All employees must wear a chef coat provided by the Manager of Food Services, and three (3) chef coats shall be provided to all employees annually.

In Article 18, Employee Development and Educational Improvement, delete the fourth sentence of the third paragraph in its entirety and insert the following in its place: "Evaluation will be conducted by the Manager of Food Services or designee and/or the principal/head of upper school with input from the Head of

Kitchen-Cook/CRLS Station Lead and/or the evaluation will be conducted by the Head of Kitchen-Cook/CRLS Station Lead regarding assigned staff who are members of the unit."; and in the fifth paragraph, delete "Head of Kitchen" or "Cooks" and insert the "Head of Kitchen-Cook/CRLS Station Lead" in its place and insert after "staff interaction" the phrase "supervision and evaluation of staff"

In Article 20, Section 1, Subsection B, effective July 1, 2015 delete "\$40.00" and insert "\$50.00" in its place.

In Article 20, Section 2, Subsection B delete this provision in its entirety and insert the following in its place:

Head of Kitchen-Cook/CRLS Station Lead in addition to the duties and responsibilities that are set forth elsewhere within the collective bargaining agreement shall be responsible for ordering, inventory, supervising other helpers or cashiers and unit members that they work with, production of records, completing required paperwork, employee evaluation of unit members that they work with, training of unit members, and other assigned duties.

In the short term absence of a Head of Kitchen-Cook/CRLS Station Lead [3 or fewer consecutive work days], the food service office will arrange for staff coverage. This may warrant extending the hours of one or more part time staff member, or assigning a temporary transfer to the affected school. The assignment will be offered first to a staff member with ServSafe certification. No stipend will be issued under these circumstances. In the long term absence of a Head of Kitchen-Cook/CRLS Station Lead [4 or more consecutive work days] a temporary Head of Kitchen-Cook/CRLS Station Lead assignment will be issued to a single staff member. The assignment will go to the on-site staff member with ServSafe certification. Should there be more than one staff member with ServSafe certification the temporary Head of Kitchen-Cook/CRLS Station Lead designation will go to the staff member with greater seniority. Once the temporary Head of Kitchen-Cook/CRLS Station Lead designation has been established the affected staff member will receive a daily stipend of \$21.00 (twenty-one dollars) for each day of substitution.

In Article 21, Attendance Incentive, Section 1 increase amount from "\$100" to "\$150.00"

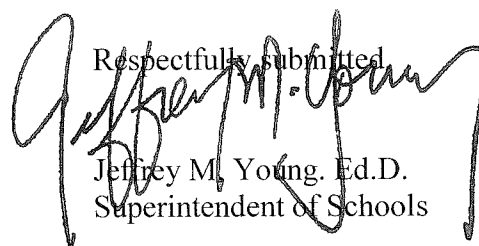
In Article 16 Health and Welfare, Section 2, effective July 1, 2015 increase amount of health insurance waiver from \$1,000.00 to \$1,600.00; and effective July 1, 2017 increase the amount of health insurance waiver from \$1,600.00 to \$1,800.00.

Contract Clean Up

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

<b>2016</b>	92,327.74
<b>2017</b>	22,603.90
<b>2018</b>	28,953.33

Supporting Data: Attached tentative agreement

Respectfully submitted  
  
Jeffrey M. Young, Ed.D.  
Superintendent of Schools

**Cambridge School Committee**

**and**

**Cambridge Food Service Employee Association**

This document sets forth the tentative agreement between the Cambridge School Committee and the Cambridge Food Service Employee Association for a collective bargaining agreement to be effective from July 1, 2015 through June 30, 2018, which shall be a successor to the parties' July 1, 2012 through June 30, 2015 agreement. This tentative agreement is subject to ratification by both the Cambridge School Committee and the Cambridge Food Service Employee Association.

The language of the 2012-2015 collective bargaining agreement shall continue in the successor agreement except as modified below.

**I. Language Proposals**

**Article 4 Association Dues and Agency Fee**

**Section 3**

Change the end of the first sentence to "as of the 90th date of employment, or the 90th day after the effective date of this Agreement, whichever is later to pay to the Union as a service fee.

**Article 7 Vacancies, Transfers and Seniority, Layoffs**

**Section G**

Delete "receiving kitchen worker" and insert "an experienced kitchen worker" in its place.

**Article 9 Hours of Work**

**Section 1**

The parties agree to move the discussion about possible future, mutually agreed-to changes, to Article 9, Section 1 - such as changing the end of shift time to 4:30 p.m. - to the joint labor management committee for ongoing discussions.

**Article 12 Work Year and Vacations**

**Section 1**

The work year shall be one hundred eighty-three (183) days for all part-time and full-time employees, including Heads of Kitchen and Cooks, which shall include the school year for students (one hundred eighty (180) days and two (2) days prior to the opening of school, and one (1) day after the close of school.

**Article 13 Leaves of Absence**

**Section 2**

Delete the first, second and third sentences in the first paragraph and insert in its place:

SICK LEAVE: All employees shall be entitled to fifteen (15) day of sick leave per year, which shall be pro-rated based upon the employee's full time equivalency (FTE). For

each sick day taken, the employee shall be paid for the number of daily hours s/he is regularly scheduled to work.

Revise subsection A to read as follows:

Employees may accumulate an unlimited number of sick days from their annual allotment of sick days.

**Section 2, Subsection C**

Insert at end of last paragraph of the subsection: Members will have the option to exclude up to \$5,000 (five thousand dollars) of sick leave buyback monies from the one time transfer of sick leave buyback monies to a 403B plan at the time of retirement in accordance with the provisions of the 403B plan and IRS regulations.

**Article 15 Uniform Allowance**

Change title from "Uniform Allowance" to "Uniforms"

Add the following sentence to the end of the first paragraph: All employees must wear a chef coat provided by the Manager of Food Services, and three (3) chef coats shall be provided to all employees annually.

**Article 18**

**Employee Development and Educational Improvement**

Delete the fourth sentence of the third paragraph in its entirety and insert the following in its place: "Evaluation will be conducted by the Manager of Food Services or designee and/or the principal/head of upper school with input from the Head of Kitchen-Cook/CRLS Station Lead and/or the evaluation will be conducted by the Head of Kitchen-Cook/CRLS Station Lead regarding assigned staff who are members of the unit."

In the fifth paragraph, delete "Head of Kitchen" or "Cooks" and insert the "Head of Kitchen-Cook/CRLS Station Lead" in its place and insert after "staff interaction" the phrase "supervision and evaluation of staff"

**Article 20**

**Section 1, Subsection B**

Effective July 1, 2015 delete "\$40.00" and insert "\$50.00" in its place.

**Section 2, Subsection B**

Delete this provision in its entirety and insert the following in its place:

Head of Kitchen-Cook/CRLS Station Lead in addition to the duties and responsibilities that are set forth elsewhere within the collective bargaining agreement shall be responsible for ordering, inventory, supervising other helpers or cashiers and unit members that they work with, production of records, completing required paperwork, employee evaluation of unit members that they work with, training of unit members, and other assigned duties.

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temporary Head of Kitchen-Cook/CRLS Station Lead assignment will be issued to a single staff member. The assignment will go to the on-site staff member with ServSafe certification. Should there be more than one staff member with ServSafe certification the temporary Head of Kitchen-Cook/CRLS Station Lead designation will go to the staff member with greater seniority. Once the temporary Head of Kitchen-Cook/CRLS Station Lead designation has been established the affected staff member will receive a daily stipend of \$21.00 (twenty-one dollars) for each day of substitution.

**SCHEDULES A, B and C**

Insert into the salary table on Schedules A, B and C the designation of Head of Kitchen-Cook/CRLS Station Lead.

Attached an extrapolation using the 7/1/2014 salary table to build \$105.00 into the hourly rate effective as of July 1, 2015.

**Article 21 Attendance Incentive**

**Section 1**

Increase amount from "\$100" to "\$150.00"

**Article 16 Health and Welfare**

**Section 2**

Effective July 1, 2015 increase amount of health insurance waiver from \$1,000.00 to \$1,600.00.

Effective July 1, 2017 increase the amount of health insurance waiver from \$1,600.00 to \$1,800.00.

**II. Contract Clean Up**

Change dates to reflect term of new CBA

**Article 16 Health and Welfare**

**Section 7**

Delete this provision in its entirety (Deletion due to Treasury and IRS announcing all legal same-sex marriages will be recognized for federal tax purposes)

**Article 20 General Provisions**

**Section 4**

In the second line delete the phrase "of the 2012-2013 school year" and insert "of each school year" in its place.

Delete the last sentence of the paragraph in its entirety.

**III. Economic Proposals**

July 1, 2015 - 4.0% on base wages (2.4% of which is a general across the board increase and 1.6% of which is in return for a 5 % increase in the employee health insurance contribution rate from 14% to 19%, effective on this same date, for employees hired prior to July 1, 2012 (when 25% for new hires went into effect.)

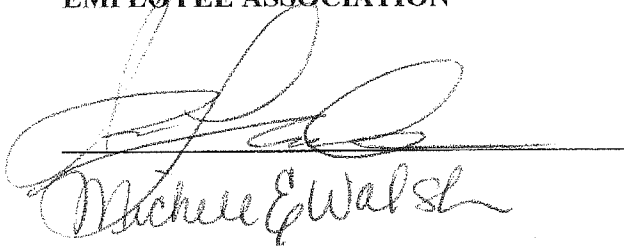
July 1, 2016 - 2% on base wages

July 1, 2017 - 2.5%

With no increase on any other economic items in the collective bargaining agreement except as detailed in this tentative agreement.

Should, during the life of this contract, any City or School unit reach voluntary agreement with the City for a general across-the-board base wage increase greater in percentage than that provided to this Union, then the City and the Union agree to reopen the contract for the limited purpose of discussing base wages.

**FOOD SERVICE  
EMPLOYEE ASSOCIATION**



Michael E. Walsh

**CAMBRIDGE SCHOOL COMMITTEE**

