CAMBRIDGE PUBLIC SCHOOLS

159 Thorndike Street, Cambridge, Massachusetts 02141



October 1, 2019

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of Agreement between the Cambridge School Committee and the Cambridge Food Service Employee Association Regarding Clarification Of Calculations For The Increase in the Hourly Wage For The Heads of Kitchen-Cook/CRLS Station Lead

Recommendation: That the School Committee approve the Agreement between the

Cambridge School Committee and the Cambridge Food Service Employee Association regarding clarification of calculations for

the increase in the hourly wage for the Heads of Kitchen-

Cook/CRLS Station Lead as detailed in the attached agreement.

Description: This Agreement addresses concerns as to how the calculation of

the increase of the hourly wage for the Heads of Kitchen-Cook/CRLS Station Lead contemplated by the parties to be effective as of July 1, 2019 and to be effective as of July 1, 2020 was to be calculated and reflected on the salary schedule of the collective bargaining agreement between the parties.

Supporting Data: Attached is the Agreement between the Cambridge School

Committee and Cambridge Food Service Employee

Association.

Respectfully submitted,

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



AGREEMENT BETWEEN THE CAMBRIDGE FOOD SERVICE EMPLOYEE ASSOCIATION AND THE CAMBRIDGE SCHOOL COMMITTEE

This Agreement between the Cambridge School Committee ("Committee") and the Cambridge Food Service Employee Association ("Association") seeks to clarify the how the calculation of the increase of the hourly wage in the Heads of Kitchen-Cook/CRLS Station Lead salary effective as of July 1, 2019 and effective as of July 1, 2020 will be done.

WHEREAS, the Association has raised concerns as to how the calculation of the increase in the Heads of Kitchen-Cook/CRLS Station Lead hourly wage increase contemplated by the parties to be effective as of July 1, 2019 and effective as of July 1, 2020 is to be calculated and reflected in the salary schedules that will be printed in the collective bargaining agreement for the period of July 1, 2018 through June 30, 2021 in accordance with the tentative agreement between the parties that was ratified by the School Committee on November 20, 2018;

WHEREAS, the Committee maintains that the high rate set forth in the collective bargaining agreement is the rate on which the low rate set forth in the collective bargaining rate is derived and that it is the rate on which any negotiated increase in the hourly rate should be calculated:

WHEREAS, the Association and the Committee have met to discuss this matter;

WHEREAS, the parties wish to resolve this matter amicably and on a one-time basis without establishing a precedent or past practice between the parties;

NOW THEREFORE, in consideration of good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Association and the Committee agree as follows:

- Without admission of fault or liability, the Committee and the Association agree that the salary schedule which is attached hereto as Attachment 1 shall be the salary schedule that is set forth in the collective bargaining agreement for the period July 1, 2018 through June 30, 2021 for Heads of Kitchen-Cook/CRLS Station Leads when the collective bargaining agreement is printed.
- 2. The Committee and the Association acknowledge and agree that the calculation of the hourly rate for the Heads of Kitchen-Cool/CRLS Station Lead as detailed above in paragraph 1 of this Agreement above was made by adding the negotiated increase of fifty cents effective as of July 1, 2019 and another fifty cents effective as of July 1, 2020 by adding the increase to the low rate set forth in the collective bargaining agreement between the parties. The parties acknowledge and agree that the calculation of the increase in the hourly rate in this manner for the Heads of Kitchen-Cool/CRLS Station Lead does not establish a precedent and also does not establish a past practice between the parties. The parties further acknowledge and agree any prior calculation of an hourly rate in this manner also does not establish a precedent and does not establish a past practice between the parties.
- 3. The Committee and the Association acknowledge and agree that the given the fact that the low rate set forth in the collective bargaining agreement between the parties is driven off of

the high rate set forth in the collective bargaining agreement, that in the event that in any successor collective bargaining agreements between the parties there is an agreement to make an increase in an hourly rate that is set forth in the collective bargaining agreement, the calculation of any such increases will be applied to the high rate and that the low rate will be derived from the high rate. The parties further acknowledge and agree that the high rate that is set forth in the collective bargaining agreement is the rate that is utilized for compliance with the requirements of the federal Fair Labor Standards Act.

WHEREFORE, the Association and the Committee have caused this Agreement to be executed by their duly authorized representative this ____ of September 2019.

TAD.	
For the Association	For the Committee
	Order No. Date
	CITY OF CAMBRIDGE
	Louis A. DePasquale City Manager
Approved as to form:	
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Nancy E. Glowa City Solicitor	

ATTACHMENT 1

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SCHEDULE A

EFFECTIVE September 1, 2018

This Salary schedule reflects an increase for all employees of 2.5% over the former schedule.

HIGH RATE - used only for employees hired after the start of the school year, paid for working weeks only

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly Rates Helper/Cashier Head of Kitchen-Cook/CRLS Station	17.36	17.36	18.07	19.37	20.62	21.93
Lead-Cook	21.90	21.90	22.61	23.91	25.16	26.48
Weekly Rates						
Helper/Cashier (35 hrs) Head of Kitchen-Cook/CRLS Station	607.74	607.74	632.31	677.95	721.64	767.67
Lead-Cook (35 hrs)	766.65	766.65	791.40	836.96	880.73	926.65
Helper/Cashier (30 hrs)	520.92	520.92	541.98	581.10	618.55	658.00
Helper/Cashier (17.5 hrs)	303.87	303.87	316.16	338.98	360.82	383.83
Helper/Cashier (15 hrs)	260.46	260.46	270.99	290.55	309.27	329.00

 $\underline{LOW\ RATE}$ - employees paid 52 weeks per year (High Rate Hourly X 38.8 / 52 = Low Rate Hourly)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly Rates Helper/Cashier Head of Kitchen-Cook/CRLS Station	12.96	12.96	13.48	14.45	15.38	16.37
Lead-Cook	16.34	16.34	16.87	17.84	18.78	19.75
Weekly Rates						
Heiper/Cashier (35 hrs) Head of Kitchen-Cook/CRLS Station	453,47	453.47	471.80	505.86	538.45	572.80
Lead-Cook (35 hrs)	572.04	572.04	590,51	624.50	657.16	691.42
Helper/Cashier (30 hrs)	388.69	388.69	404.40	433,59	461.53	490.97
Helper/Cashier (17.5 hrs)	226.73	226.73	235.90	252.93	269.23	286.40
Helper/Cashier (15 hrs)	194.34	194.34	202.20	216.80	230,77	245.49

Overtime to be paid on hourly high rate at straight-time, time and one-half, or double time, as appropriate.

Effective September 1, 1984, Cashiers will be on the same hourly rate as Cafeteria Helpers.

SCHEDULE B

EFFECTIVE September 1, 2019

This Salary schedule reflects \$.50/hour increase for Heads of Kitchen-Cooks/CRLS Station Leads-Cooks, and an increase for all employees of 2.5% over the former schedule.

HIGH RATE - used only for employees hired after the start of the school year, paid for working weeks only

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly Rates Helper/Cashier Head of Kitchen-Cook/CRLS Station	17.80	17.80	18.52	19.85	21.13	22.48
Lead-Cook	23.57	23.57	24.31	25.67	26.97	28.34
Weekly Rates						
Helper/Cashier (35 hrs) Head of Kitchen-Cook/CRLS Station	622.93	622.93	648.12	694.90	739.68	786.86
Lead-Cook (35 hrs)	824.83	824.83	850.69	898.29	944.01	991.99
Helper/Cashier (30 hrs)	533.94	533.94	555.53	595.63	634.01	674.45
Helper/Cashier (17.5 hrs)	311.47	311.47	324.06	347.45	369.84	393.43
Helper/Cashier (15 hrs)	266.97	266.97	277.77	297.81	317.01	337.23

<u>LOW RATE</u> - employees paid year round (High Rate Hourly X 38.8 / 53 = Low Rate Hourly) Note: FY2020 will have 53 pay periods

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly Rates Helper/Cashier	13.03	13.03	13.56	14.53	15.47	16,46
Head of Kitchen-Cook/CRLS Station Lead-Cook	17.25	17.25	17.79	18.79	19.75	20.75
Weekly Rates						
Helper/Cashier (35 hrs)	456.03	456.03	474.47	508.72	541.50	576.04
Head of Kitchen-Cook/CRLS Station Lead-Cook (35 hrs)	603.84	603.84	622.77	657.62	691.09	726.21
Helper/Cashier (30 hrs)	390.89	390.89	406.69	436.05	464.15	493.75
Helper/Cashier (17.5 hrs)	228.02	228.02	237.24	254.36	270.75	288.02
Helper/Cashier (15 hrs)	195.44	195.44	203,35	218.02	232.07	246.88

Overtime to be paid on hourly high rate at straight-time, time and one-half, or double time, as appropriate.

Effective September 1, 1984, Cashiers will be on the same hourly rate as Cafeteria Helpers.

SCHEDULE C

EFFECTIVE September 1, 2020

This Salary schedule reflects \$.50/hour increase for Heads of Kitchen-Cooks/CRLS Station Leads-Cooks, and an increase for all employees of 2,5% over the former schedule.

HIGH RATE - used only for employees hired after the start of the school year, paid for working weeks only

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly Rates Helper/Cashier Head of Kitchen-Cook/CRLS Station	18.24	18.24	18.98	20.35	21.66	23.04
Lead-Cook	24.37	24.37	25.11	26.48	27.79	29.17
Weekly Rates						
Helper/Cashier (35 hrs) Head of Kitchen-Cook/CRLS Station	638.51	638.51	664.32	·712.27	758.17	806.53
Lead-Cook (35 hrs)	852.95	852.95	878.96	926.83	972.81	1021.06
Helper/Cashier (30 hrs)	547.29	547.29	569.42	610.52	649.86	691.31
Helper/Cashier (17.5 hrs)	319.25	319.25	332.16	356.14	379.09	403.27
Helper/Cashier (15 hrs)	273.65	273.65	284.71	305.26	324.93	345.66

<u>LOW RATE</u> - employees paid 52 weeks per year (High Rate Hourly X 38.8 / 52 = Low Rate Hourly)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly Rates						
Helper/Cashier	13.61	13.61	14.16	15.18	16.16	17.19
Head of Kitchen-Cook/CRLS Station						
Lead-Cook	18.18	18.18	18.74	19.76 ·	20.74	21.77
Weekly Rates						
Helper/Cashier (35 hrs)	476.42	476.42	495.69	531.47	565.71	601.80
Head of Kitchen-Cook/CRLS Station						
Lead-Cook (35 hrs)	636,43	636.43	655.84	691.56	725.87	761.87
Helper/Cashier (30 hrs)	408.36	408.36	424.88	455.54	484.90	515.83
Helper/Cashier (17.5 hrs)	238.21	238.21	247.84	265.73	282.86	300.90
Helper/Cashier (15 hrs)	204.18	204.18	212.44	227.77	242.45	257.91
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Overtime to be paid on hourly high rate at straight-time, time and one-half, or double time, as appropriate.

Effective September 1, 1984, Cashiers will be on the same hourly rate as Cafeteria Helpers.