CAMBRIDGE PUBLIC SCHOOLS

135 BERKSHIRE STREET, CAMBRIDGE, MASSACHUSETTS 02141



February 4, 2025

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE:

Approval of the Memorandum of Agreement between the Cambridge School Committee and Cambridge School Food Service Employee Association, SEUI Local 888

> for a successor collective bargaining agreement for the period of July 1, 2024 through June 30, 2026

Recommendation: That the School Committee ratify and approve the Tentative Agreement between the Cambridge School Committee (the "Committee") and Cambridge School Food Service Employee Association, SEUI Local 888 for a successor collective bargaining agreement for the period of July 1, 2024 through June 30, 2026 as detailed in the attached document.

Description:

The language of the July 1, 2021 through June 30, 2024 collective bargaining agreement shall continue in the successor collective bargaining agreement with the modifications detailed in the attached document including:

- Increase of an additional thirty minutes in the work day for part-time bargaining unit members effective second year of the collective bargaining agreement
- Elimination of agency fee provision
- Elimination of language of charging third personal day to sick leave
- Increase in stipend for reporting to work onsite during non-weather related public health and safety issues
- All members of the unit who hold a ServSafe Food Protection Manager certification will be paid a stipend of \$1000.00 (one thousand dollars) which shall be paid in two installments.
- Increase the T-pass reimbursement rate
- Contract clean up
- 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 - FY25: \$128,648 Year 2 - FY26: \$161,609

Supporting Data: A copy of the Tentative Agreement between the Cambridge School Food Service Employee Association, SEUI Local 888

Respectfully submitted,

David Murphy

Interim Superintendent of Schools

Memorandum of Agreement between the Cambridge School Committee and the Cambridge School Food Service Employee Association

This memorandum of agreement is entered into between the Cambridge School Committee (hereinafter "Committee") and the Cambridge School Food Service Employee Association (hereinafter "Association") (hereinafter collectively referred to as "Parties") as of August 13, 2024 for a collective bargaining agreement to be effective from July 1, 2024 to June 30, 2026, which shall be a successor collective bargaining agreement to the collective bargaining agreement between the Committee and Association for the period of July 1, 2021 to June 30, 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 July 1, 2021 to June 30, 2024 collective bargaining agreement shall continue in the successor agreement except as modified below.¹

I. Substantive Proposals

Article 4 Association Dues and Agency Fee

Delete the words "and Agency Fee" from the name of the Article.

Revise Article 4 as follows (changes in bold):

- 1. Each employee will sign a "check-off" card which will authorize the employer to deduct dues and an agency fee from each employee's pay check.
- 2. Dues and/or agency fee will be deducted from each employee's paycheck once a month by the employer and forwarded directly to the Union.
- Agency Service Fee: Pursuant to General Laws Chapter 180, Section 17G, the Employer agrees to require (during the term of this Agreement) that all Employees covered by this Agreement except those certified to the Employer by the Union as being members of the Union, 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. This provision is contingent upon compliance by the Union with all the requirements, including ratification requirements, set forth in said sections of the General Laws, or elsewhere in the General Laws. The Union further agrees as a condition of this provision to admit to membership any Employee in the Bargaining Unit who may apply for membership and to save harmless and indemnify the employer for any action it may take pursuant to this provision, including any claims made against it by an Employee or group of Employees. The Employer shall not be obligated, except as provided herein and by the General Laws, to take action to collect any agency fee.

Article 13 Leaves of Absence Section 3 Personal Leave

Revise Section 3 of Article 13 as follows (changes in bold):

¹ Bold text indicates new language being inserted and strikethrough of text indicates language being deleted.

Full-time and part-time employees shall be entitled to three (3) days personal leave each year with the third day chargeable against sick leave. If, in any given year, an employee has exhausted his/her-their sick leave, then they he/she shall not be entitled to the third personal day during that year. Management does not have to replace an employee out on personal leave unless given one-week notice. Management will use best efforts to replace an employee if proper notice is given. Full-time and part-time employees will be limited to using only one (1) day of personal leave in the month of June.

Article 20 General Provisions Section 1 (b)

Insert after the current first sentence in the Section 1(b) the following:

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.

Increase in Number of Hours for Part-Time Bargaining Unit Members

Effective at the start of the 2025-2026 school year, there will be an additional increase of a half hour in the work day for part-time bargaining unit members increasing their workday to a total of four (4) hours. This additional time to be paid at the bargaining unit member's hourly rate.

Non-contractual note: The parties acknowledge and agree that as a result of the part-time bargaining unit members working twenty (20) hours per week that the part-time bargaining unit members will be eligible for health insurance.

II. Economic Proposals

Article 10 Overtime and Special Function Section 6

In addition, all bargaining unit members will receive an annual payment of \$200.00 (two hundred dollars) \$300.00 (three 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 a month of ratification of this agreement. Thereafter it will be paid out annually in the first payroll period of November.

Effective July 1, 2025, all bargaining unit members will receive an annual payment of \$500.00 (five 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 which will be paid out annually in the first payroll period of November.

Article 20 General Provisions Section 2 Wages Subsection a

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

Year One July 1, 2024 – 3% Year Two July 1, 2025 – 3,5%

Should during the life of this contract any City or school department 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/School Department and the Union agree to reopen the contract for the limited purpose of discussing base wages.

Note: The new salary schedules will eliminate the weekly rates and be included in the successor collective bargaining agreement in the form attached hereto as Attachment A.

Article 20 General Provisions Section 3

Include the following at the end of the section:

All members of the unit who hold a ServSafe Food Protection Manager certification will be paid a stipend of \$1000.00 (one thousand dollars). During the first year of the collective bargaining agreement for the period of July 1, 2024 through June 30, 2025, this stipend payment will be made in May of 2025. Effective July 1, 2025, the stipend shall be paid in two installments. The first payment of \$500.00 (five hundred dollars) being paid in November and the second stipend of \$500.00 (five hundred dollars) being paid in May. Payment of the stipend will only be made upon a unit member holding a ServSafe Food Protection certification at the time that the payment is issued. For example, if a member does not obtaining a ServSafe Food Protection certification until December, then the member would only be eligible to receive a stipend payment of \$500.00 (five hundred dollars) in May.

III. Contract Clean Up

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

Article 10 Overtime and Special Functions Section 4

Delete in its entirety the third paragraph of the section which states: Additionally, union members may elect to receive a one-time payment for all compensatory time carned up through June 30, 2022 at the rate of \$25.00 (twenty five dollars) per hour or at the union member's hourly rate, whichever is less.

Article 10 General Provisions Section 3

Revise section 3 of Article 20 as follows:

Full-time employees who are designated "Head of Kitchen-Cook/CRLS Station Lead Cook" must hold a ServSafe Food Protection Manager certification or other Food Protection Manager Certification as

determined by the Superintendent or designee in accordance with the requirements of 105 C.M.R. 590.003(A)(2). Full-time employees who are designated "Head of Kitchen-Cook/CRLS Station Lead Cook" who fail to obtain a ServSafe Food Protection Manager Certification or other Food Protection Manager Certification as determined by the Superintendent or designee in accordance with the requirements of 105 C.M.R. 590.003(A)(2), or to obtain an exemption from the ServeSafe Food Protection Manager Certification or other Food Protection Manager Certification as determined by the Superintendent or designee in accordance with the requirements of 105 C.M.R. 590.003(A)(2) may seek to transfer to any existing vacancy in the Bargaining Unit for which a ServeSafe Food Protection Manager Certification is not required in accordance with the provisions of Article 7 of the collective bargaining agreement between the parties as then in effect. If no vacancy exists, the layoff provisions of Article 7 of the collective bargaining agreement between the parties as then in effect shall apply.

CAMBRIDGE FOOD SERVICE EMPLOYEE ASSOCIATION	CAMBRIDGE SCHOOL COMMITTEE
Clauron Alves	
Charron Alves	Katherine Christo
President	Executive Secretary
Date 1-21-2045	Date
Jon / Can 35.	Order Number
JEEO 1 2000 000	
CITY OF CAMBRIDGE	
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Yi-An Huang City Manager	
Approved as to Form:	,
Megan B. Bayer, Esq. City Solicitor	

ATTACHMENT A

ATTACHMENT A

SCHEDULE A Helper/Cashier

REGULAR HOURLY RATE (\$)

STRETCH HOURLY RATE (\$)

Used for employees lived after start of school year, paid at regular rate for remainder of school year only

Employees paid year round: Regular Rate X 40 weeks/52 weeks ≒ Stretch Rate

Effective School Year 24-25; 3.0% Salary Increase

							Bachelor's
		Associate's	Bachelor's		Base	Associate's	Degree
Step	Base Rate	Degree Rate	Degree Rate	Step	Rate	Degree Rate	Rate
1	20,14	20.53	20,83	1 1	15.49	15.79	16.03
2	20,96	21.34	21.65	2	16,12	16,42	16.65
3	22.47	22.85	23,16	3	17.28	17.58	17,82
4	23,92	24,30	24,61	4	18,40	18.69	18,93
5	25,44	25.83	26,13	5	19.57	19.87	20.10

Effective School Year 25-26: 3.5% Salary Increase

							Bachelor's
		Associate's	Bachelor's		Base	Associate's	Degree
Step	Base Rate	Degree Rate	Degree Rate	Ster	Rate	Degree Rate	Rate
1	20.85	21.24	21.56	1 "	1 16.04	16.34	16.59
2	21,69	22,09	22,41		2 16.68	16.99	17,24
3	23,25	23,65	23,97		3 17.89		
4	24.75	25.15	25.47		4 19.04	19.35	19.59
5	26.33	26.73	27.05		5 20.26	20.56	20.81

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

SCHEDULE B Head of Kitchen/CRLS Lead Cook

REGULAR HOURLY RATE (\$)

STRETCH HOURLY RATE (\$)

Used for amployees hired after start of school year, paid at regular rate for remainder of school year only

Employess paid year round:
Regular Rate X 40 weeks/52 weeks = Stretch Rate

Effective School Year 24-25: 3.0% Salary Increase

		Associate's	Bachelor's			Associate's	Bachelor's
Step	Base Rate	Degree Rate	Degree Rate	Step	Base Rate	Degree Rate	Degree Rate
1	26,91	27.36	27.67	1	20.70	21.05	21,29
2	27.73	28,18	28,49	2	21.33	21.68	21.92
3	29.24	29.69	30,00	3	22,49	22.84	23.08
4	30.69	31,15	31.45	4	23,61	23.96	24,20
5	32,21	32,67	32,98	5	24,78	25,13	25.37

Effective School Year 25-26: 3.5% Salary Increase

		Associate's	Bachelor's			Associate's	Bachelor's
Step	Base Rate	Degree Rate	Degree Rate	Step	Base Rate	Degree Rate	Degree Rate
1	27.85	28.32	28,64] 1	21,42	21.79	22.03
2	28.70	29.17	29,49	2	22,07	22.44	22.69
3	30.26	30.73	3,1,05	3	23.28	23,64	23.89
4	31,76	32,24	32.56	4	24,43	24,80	25,04
5	33,34	33.81	34.13	5	25.64	26.01	26.25

Overtime to be paid on hourly regular rate at regular time, time and one half, or double time, as appropriate,

Food Services Stipend (\$)

1	20+ hour weekly schedule	less than 20 hour weekly schedule
November-24	825,36	718.59
May-25	825,36	718,59
November-25	854.25	743.74
May-26	854.25	743.74