

Agreement

Between

The

Cambridge School Committee

And

The Cambridge Food Service  
Employee Association

July 1, 2015 through June 30, 2018

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AGREEMENT BETWEEN THE  
CAMBRIDGE SCHOOL COMMITTEE  
AND  
THE CAMBRIDGE SCHOOL FOOD SERVICE EMPLOYEE ASSOCIATION  
JULY 1, 2015 THROUGH JUNE 30, 2018

ARTICLE 1  
PREAMBLE

This Agreement entered into by the Cambridge School Committee hereinafter referred to as the Employer and the Cambridge School Food Service Employees Association, hereinafter referred to as the Association has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and standards of productivity and other conditions of employment.

ARTICLE 2  
RECOGNITION CLAUSE

Pursuant to a certification of representatives issued by the Massachusetts Labor Relations Commission as follows:

"By virtue of and pursuant to the power vested in the Labor Relations Commission by Sec. 178H of Chapter 149 it is hereby certified that the Cambridge School Food Service Employees Association has been selected by a majority of the Employees in the appropriate bargaining unit set forth in the Commissioner's decision as their representatives for the purposes of collective bargaining and that pursuant to Section 178H(3) of the law, the Cambridge School Food Service Employees Association is the exclusive representative of such Employees of the City of Cambridge School Committee for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment."

The School Committee recognizes the Cambridge School Food Service Employees Association, hereinafter referred to as the Union, to be the exclusive bargaining agent of a unit of the cafeteria employees, said unit to include, Chefs, Cooks, Heads of Kitchen-Cooks, CRLS Station Leads-Cooks, Cafeteria Helpers, and Cashiers employed by the Cambridge School Committee, excluding substitutes and other temporary employees, and excluding all other employees.

ARTICLE 3  
DESCRIPTION OF BARGAINING UNIT

1. Bargaining Unit: Chefs, Cooks, Heads of Kitchen-Cooks, CRLS Station Leads-Cooks, Cafeteria Helpers, and Cashiers employed by the Cambridge School Committee, excluding substitutes and temporary employees, and excluding all other employees.
2. All above members of the Bargaining Unit are eligible to be members of the Association; those who elect not to be members will be charged an agency fee.

ARTICLE 4  
ASSOCIATION DUES AND AGENCY FEE

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 pay check once a month by the employer and forwarded directly to the Union.
3. 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 5  
GRIEVANCE PROCEDURE

1. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those complaints which from time to time may arise involving the wages, hours, standards of productivity and performance and any other terms and conditions of employment or the conditions of employment of the members. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the complaint involved at the procedural level involved.
2. DEFINITION: A grievance shall mean a complaint by an employee that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.
3. The Committee acknowledges the right of the Association to participate in the processing of any grievance at any level.
4. The President or the Superintendent may be represented by a designee.
5. Adjustment of Grievance: Grievances presented by the Association or an Association member shall be presented and adjusted in the following manner:

SECTION 1. GENERAL PROCEDURES

(a) INFORMAL PROCEDURE

The aggrieved member may discuss the matter with his/her appropriate immediate supervisor or in the cases where the grievance relates to that superior, then with the superior's immediate superior.

(b) FORMAL PROCEDURE

1. Level One. The Association's President or designee with written authorization with the aggrieved Employee shall take up the grievance or dispute in writing or via email with the immediate superior within ten (10) business days of the date of the grievance or his/her knowledge of its occurrence. The immediate superior shall attempt to adjust the matter and shall respond in writing to the President within ten (10) business days of the grievance being submitted to the immediate superior. If there is no response within this period, said grievance shall be deemed to be denied.
2. Level Two. If the grievance has not been settled, it shall be presented in writing or via email to the Superintendent of Schools within ten (10) business days after the immediate superior's response is due. The Superintendent or his designee shall respond to the President in writing within ten (10) business days. If there is no response within this period, said grievance shall be deemed to be denied.
3. Level Three. If the grievance still remains unadjusted, it shall be presented to the School Committee in writing or via email within five (5) business days after the response of the Superintendent is due. The School Committee shall respond in writing within fifteen (15) business days after its second regularly-scheduled meeting following the presentation of the grievance to the School Committee. Failure by the School Committee to respond within this period shall be construed as a denial of the grievance.

PROVISIONS APPLICABLE TO GRIEVANCES AT LEVEL ONE, LEVEL TWO AND LEVEL THREE

The School Committee will comply with law with respect to its obligation to furnish information relevant to grievance processing.

Each written statement of a grievance shall include: (1) a concise statement of facts constituting the grievance; (2) a date upon which the act or omission giving rise to the grievance occurred, and if applicable, the later date upon which the member first learned of the same and a concise statement of the reasons why the member should not be held to have learned of the same earlier; and (3) the dates of all prior written presentations, if any. Each statement under Level 2 or Level 3 shall be signed on behalf of the Association by its President or a Vice-President.

Conferences held under this procedure shall be conducted at a time and place which afford a fair and reasonable opportunity for all persons who are involved to attend and there will be no loss of salary for working time spent by employees who participate in conferences in the event they are held during work hours.

Times of meetings will be scheduled so as not to interfere with the operation of the cafeteria. The Manager of Food Services will approve all meetings taking place during work hours.

Records. While both parties may maintain files of grievances and the dispositions thereof, the Committee shall not make any entry or file any paper in the personnel file of any employee involved in a grievance except as may be required to implement the disposition thereof.

Reprisals. No reprisals of any kind shall be taken by any party hereto against any person who participates in any way in any grievance proceedings by reason of such participation.

4. Level Four:

- (a) If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) business days after the next regularly scheduled meeting of the School Committee, the Association may submit the grievance to the American Arbitration Association to binding arbitration to be processed according to its rules within fifteen (15) business days after the denial or the School Committee's failure to respond.
- (b) The costs for the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expenses, will be borne equally by the Cambridge School Committee and the Association.

GENERAL

- 1. Any grievant may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or any officer of any other organization, other than the Association. When a member is not represented by the Association, the Association shall have the right to present and to state its views at all stages of the grievance procedure.
- 2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the grievants and the Association.
- 3. In the event an aggrieved person does not desire to take action under this grievance procedure, the Association may process the grievance.
- 4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 5. Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves a grievance as defined in said Article under Definitions, Paragraph Two (2) of this Article. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence, and contentions as presented by the parties during the arbitration proceedings.
- 6. Time limits may be extended by mutual agreement in writing.
- 7. Any grievance pending at the conclusion of the contract will remain operative in the subsequent contract period unless settled in the negotiations.

ARTICLE 6  
STRIKES

- 1. The term "strike" wherever used in this Agreement, shall be deemed to include any strike, sitdown, slowdown, or any other work stoppage or concerted refusal to perform normal work duties on the part of any employee.
- 2. The Association agrees that they shall not authorize, condone or aid a strike during the term of this Agreement.

3. It is understood and agreed that in the event of any strike on the part of any employee or employees during the term of this Agreement, the Association shall, upon the occurrence of such strike and upon the request of the School Committee, notify, in writing, the employees involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement and shall direct said employees to return to work promptly, and the Association shall take further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of this Section to be sent by the Association to the employees involved in any such strike shall be given simultaneously by the Association to the School Committee.

ARTICLE 7  
VACANCIES, TRANSFERS AND SENIORITY, LAYOFFS

A. DEFINITIONS:

1. Permanent Vacancy: a permanent opening in a particular school which the employer decides to fill which has become vacant as a result of retirement, death, transfer, creation of a new position, or authorized leave of absence for more than one year of the permanent employee occupying the position.
2. Temporary Vacancy: a temporary opening of less than one year's duration in a particular school which the employer decides to fill which has become vacant due to illness, injury, or other authorized leave of absence of the permanent employee normally occupying that position, or a new temporary position of one year's duration or less.
3. Seniority: seniority shall be computed from the time an individual was appointed to a provisional position within the bargaining unit provided there is no break in service.
4. Transfer: a transfer is defined as a permanent change in assignment from one school to another. A transfer shall be categorized as either voluntary or involuntary.
5. Reassignment: a reassignment is defined as a temporary change in assignment from one school to another for a period of no more than one year, such reassignment to be at the discretion of management, but also may be made at management discretion at the request of an employee. After such reassignment, an individual shall be returned to their original position, unless they have transferred to another permanent vacancy through the posting process.

B. FILLING A PERMANENT VACANCY:

Whenever the employer declares a permanent vacancy exists which it determines to fill, the position must first be offered to members of the Bargaining Unit through a posting of the notice of position vacancy for a period of no less than ten (10) calendar days. The notice of vacancy shall be posted in each school kitchen or distributed with paychecks over the summer vacation period. Individuals desiring to transfer to such position shall submit their transfer requests to the Manager of Food Services by the closing date of the notice.

The Manager of Food Services shall select the individual to be transferred, taking into consideration the needs of the department and the particular school and the qualifications and experience of the applicants. When applicants are deemed to be equally qualified and experienced, consideration shall be given to seniority within the Bargaining Unit. Such selection shall be non-grievable unless the employer has failed to follow the process required under the contract.

A permanent vacancy shall not be filled by a substitute for more than 60 working days.

C. FILLING A TEMPORARY VACANCY:

Whenever the employer determines to fill a temporary vacancy, the following process shall be used:

1. Temporary Vacancy of less than three months: the Manager of Food Services may fill the temporary vacancy by seeking volunteers from within the permanent members of the Bargaining Unit, or assignment of a provisional employee or substitute.
2. Temporary Vacancy of three months up to one year: the Manager of Food Services shall request volunteers from within the permanent members of the Bargaining Unit and shall select from such volunteers. If there are no volunteers, the Manager of Food Services may fill the position with a provisional employee or substitute.

D. INVOLUNTARY TRANSFER:

The Employer may make an involuntary transfer in the following situations:

1. When there is reduction or elimination of a position in a school and the position is occupied by a permanent employee, the employee may be involuntarily transferred to a vacancy determined by the Manager of Food Services. If no vacancy exists, the layoff provisions of this Article shall apply.
2. A provisional employee may be involuntarily transferred, or reassigned, at any time at the discretion of the Manager of Food Services.
3. The Manager of Food Services may determine, for the good of the department, that an individual is to be involuntarily transferred to another position. At least five days notice shall be given to such individual, except in emergencies, and the individual shall have the right to request a meeting with the Manager of Food Services to discuss the reasons for such transfer, and to have a union representative present at such meeting. Such transfers shall only be made for reasons put forth by the Manager of Food Services that are not arbitrary, irrational, unreasonable, in bad faith, irrelevant to the sound operation of the Cambridge School system, not for disciplinary reasons.
4. Involuntary transfers may be subject to the grievance process under this contract.

E. No employee shall be bumped or displaced from their job by another employee.

F. A four (4) hour substitute will be provided for a full-time employee's temporary absence if a substitute is available.

G. The Manager of Food Services shall have the right to temporarily exchange a training kitchen worker with an experienced kitchen worker for a maximum of one week once in the course of each school year for training purposes.

H. When practical and possible, management will provide a one week training period for individuals who transfer to full-time positions as Head of Kitchen or Cooks in elementary schools.

I. LAYOFF:

1. In the event of a layoff, all lists will be merged. Layoff or reduction of full-time employees shall be done by seniority. That employee with the least amount of seniority shall be laid off first.
2. The individual shall have the right of indefinite recall.
3. The individual shall have substitution rights.

- J. In filling vacancies for Heads of Kitchen-Cooks, CRLS Station Leads-Cooks and Cooks positions when qualifications are equal preference will be given to internal candidates.

K. TERMINATION:

The Cambridge School Committee hereby agrees to give the Association and its members at least sixty (60) days notice, except under annual circumstances, prior to any change in the overall delivery of food services to the students of the Cambridge Public Schools. Should the Cambridge School Committee terminate the existing delivery of food services to the students in the Cambridge Public Schools in favor of contracting said food services out to an independent contractor, the School Committee will require said independent contractor to give the right of first refusal for any and all jobs related to the delivery of the food services to the existing employees of the Bargaining Unit.

ARTICLE 8  
PROMOTIONS, RECLASSIFICATIONS

A. INVOLUNTARY REDUCTION IN HOURS FROM FULL TIME TO PART TIME:

1. The individual shall be entitled to indefinite recall.
2. The individual shall be given preference for a vacant full-time or part-time position.

B. PROMOTIONS AND RECLASSIFICATIONS:

No individual Cook will be reduced in salary by reason of new conditions defined in Article 7.

ARTICLE 9  
HOURS OF WORK

1. Full-Time Personnel: The normal work day shall consist of seven (7) hours work with one fifteen minute break for all employees. Starting time should be no earlier than 6:00 a.m., ending no later than 3:30 p.m. Starting and ending times will be at the discretion and the approval of the Manager of Food Services. A half hour lunch period may be taken by any full-time member of the Association after students are fed. The said employee's ending time shall be increased by thirty (30) minutes. To the extent that the ending time for an employee's work day shift ends later than 2:00 p.m., the employer, with regard to an employee's assignment to a shift ending after 2:00 p.m., shall first seek volunteers from among existing employees and then shall assign employees to such shifts by seniority with the least senior employee being assigned first.

Part-Time Personnel: Part-time members of the Bargaining Unit shall be paid on a pro-rata basis based on the full-time pay rate. The part-time work schedule shall fall within the full-time schedule for regular school operation.

2. If earlier or later times are required because food will not otherwise be ready on time, such requirements will be:
  1. Filled voluntarily by an individual or individuals if possible.
  2. Equitably distributed by the cook voluntarily if possible.
  3. Or will be assigned by reverse seniority if necessary. If a satisfactory plan cannot be worked out at the school, the Manager of Food Services will make the necessary decisions.
3. Timesheets which include an accurate daily record of arrival and dismissal and any work interruption not specified herein shall be signed and dated by the individual weekly and verified and signed by the Head of Kitchen or Cooks and forwarded to the Manager of Food Services weekly.

ARTICLE 10  
OVERTIME AND SPECIAL FUNCTION

1. Overtime shall be paid at the rate of 1 1/2 times the high rate of pay for work in excess of seven (7) hours in one day and 35 hours in one week.
2. Employees assigned to work overtime for special functions: Overtime will be given first to employees from the school where the function is to be held.
3. Employees working overtime shall be paid a minimum of three (3) hours on call-back except for hours contiguous to the regular work schedule wherein, time paid shall equal time actually worked.
4. No School Days: When school is called off during any regular scheduled school day for any reason including but not limited to snow, rain, storms, hurricanes, etc., and it is necessary to call in an emergency basis, members of the Association shall be given compensatory hours, a minimum of three (3). If an individual school is closed (rather than the entire school system) due to a specific building emergency (lack of heat, etc.) cafeteria staff from that school may be required to report to another school to assist for that day, if needed to cover absences. The School Department will provide transportation to and from the alternate site as needed.

ARTICLE 11  
HOLIDAYS

1. Members shall not be required to work on any holiday except those which fall on a regular school day. These holidays shall include:

New Year's Day  
Washington's Birthday  
Veterans' Day  
Memorial Day  
Patriots' Day

Christmas Day  
Day after Thanksgiving  
Columbus Day  
Thanksgiving Day  
Martin Luther King Day

Good Friday shall be a paid holiday under the terms of this Agreement whenever the schools in the system are not in session that day.

2. Any employee required to work on a legal state holiday shall receive double the high rate of pay for all hours worked, but in no case shall this be less than an amount equal to two (2) hours at the above rate. If an employee is required to work in excess of eight (8) hours on a holiday triple time his regular rate of pay will be paid for all hours worked over seven (7) hours.

ARTICLE 12  
WORK YEAR AND VACATION

1. The work year shall be one hundred eighty-three (183) days for all part-time and full-time employees, including Heads of Kitchen-Cooks, CRLS Station Leads-Cooks 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.
2. Employees under this Agreement shall be on vacation at the same time and for the same number of days as the students enrolled in various schools except as noted above on work year. Further, employees shall be paid vacation pay in addition to their regular pro-rated pay periods which occur within the requisite school calendar period of one hundred eighty-three (183) days.

3. All present vacation days are retained by present members of the Bargaining Unit and all members of the Bargaining Unit (prior to July 1, 1988) will be grandfathered with respect to their present vacation days. Effective July 1, 1988 all part-time new hires shall receive a prorated number of vacation days as noted below.

#### VACATION

|                                                                                   | <u>Full-Time Employees &amp;<br/>Part-Time Employees</u><br>(Unit Members before<br>June 30, 1988) | <u>Part-Time Employees</u><br>(Unit Members between July<br>1, 1988 and June 30, 2004) | <u>Part-Time Employees</u><br>(Unit Members on or after<br>July 1, 2004) |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| For less than one (1) year                                                        | 1 day vacation for each<br>month worked (for a<br>maximum of ten (10) days)                        | .8 of a day for each month<br>worked (for a maximum of<br>eight (8) days)              | .4 of a day for each month<br>worked (for a maximum<br>of four (4) days) |
| For one (1) year service but<br>less than three (3) years<br>service              | 10 days                                                                                            | 8 days                                                                                 | 4 days                                                                   |
| For three (3) years service but<br>less than ten (10) years<br>service            | 14 days                                                                                            | 11 days                                                                                | 5.5 days                                                                 |
| For ten (10) years service but<br>less than fifteen (15) years<br>service         | 19 days                                                                                            | 15 days                                                                                | 7.5 days                                                                 |
| For fifteen (15) years service<br>but less than twenty-five (25)<br>years service | 24 days                                                                                            | 19 days                                                                                | 9.5 days                                                                 |
| For twenty-five (25) years<br>service                                             | 28 days                                                                                            | 23 days                                                                                | 11.5 days                                                                |

Vacation pay will be paid beginning in July of each year in one lump-sum based on prior year service.

#### ARTICLE 13 LEAVES OF ABSENCE

1. PROFESSIONAL LEAVE: When the employer deems that an employee or employees should attend a professional conference, the employer shall reimburse the employee for all necessary expenses incurred including travel, if any, and said employee shall be paid as if she worked.
2. SICK LEAVE: All employees shall be entitled to fifteen (15) days 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.
  - A. Employees may accumulate an unlimited number of sick days from their annual allotment of sick days.
  - B. At the conclusion of three (3) consecutive sick days, the employee may be required to present a certificate from the employee's doctor stating the nature of the illness and the fact that the employee is unable to come back to work.

Additionally, the Superintendent, Chief Operating Officer or Director of Food Services may require medical or other relevant documentation, including without limitation, a doctor's note, for day(s) absent preceding or following a school vacation week, holiday or three-day weekend.

- C. Upon termination of employment, the employee shall be reimbursed at the rate listed below per day for each day of sick leave accumulated to be paid to the estate if the employee is deceased.

| <u>DAYS</u> | <u>AMOUNT/DAY</u>      |
|-------------|------------------------|
| 1 - 25      | \$20.00                |
| 26 - 50     | \$23.00                |
| 51+ Over    | 50% of Per Diem Salary |

For all members of the unit hired before September 1, 2009, the maximum number of accumulated sick days for which sick leave buyback will be permitted is 450 (four hundred fifty). For any member of the unit hired on or after September 1, 2009, the maximum number of accumulated sick days for which sick leave buyback will be permitted is 400 (four hundred).

The Committee agrees to implement the use of a 403B plan in accordance with IRS regulations so that all members of the Unit would make a one-time transfer of sick leave buyback monies at the time of retirement to a 403B plan to reduce tax liability in accordance with IRS regulations. 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.

3. PERSONAL LEAVE: 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 sick leave, then 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.
4. BEREAVEMENT LEAVE: Employees shall be entitled to five (5) days without loss of pay upon the death of a brother, mother, father, grandparent, sister, spouse, child, grandchild, son-in-law, daughter-in-law, or parent-in-law, or for any other relative residing in home. The employee shall be entitled to two(2) days without loss of pay as the result of the death of a first cousin, brother-in-law, aunt, uncle, nephew, niece or sister-in-law. Said bereavement leave shall not be deducted from the number of sick leave days to which an employee is entitled within each year of this Agreement.
5. JURY DUTY OR WITNESS: The employees shall be entitled to leave without loss of pay for any period of time in which the employees are required to serve as a juror pursuant to the dictates of Massachusetts General Law, Chapter 234A, Section 37 as it is applicable to municipal employees and employers.

Employees shall further be entitled to leave without loss of pay for any period of time in which the employee is required to appear as a witness in any court proceedings pursuant to a summons wherein the employee is not a party to same; however, if the proceeding arises out of litigation involving the Cambridge School Committee, the City of Cambridge, its agents, servants or employees, the employee shall be entitled to leave without loss of pay for any and all periods of time lost for appearance as a witness in any court proceeding.

6. LEAVE OF ABSENCE:

1. After one year of continuous employment, members of the Association may be granted a leave of absence without pay for up to one year for health reasons and any other reason acceptable to the Superintendent or designee. If the leave request is for health reasons, said request must be supported by proper medical evidence.

2. Any member whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as it is necessary for complete recovery from such illness not to exceed two (2) years.
3. All requests for extended leave of absence or renewal of leaves under this Article will be applied for in writing and will be subject to approval of the Superintendent or designee.
4. Family and Medical Leave Act and Small Necessities Leave Act. Notwithstanding anything in this agreement to the contrary, any unit member eligible for leave under state or federal law may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), the Massachusetts Maternity Leave Act ("MMLA") or to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA").

ARTICLE 14  
SICK LEAVE BANK

1. The purpose of this Article is to provide additional sick leave to those Association members who are ill and whose sick leave has been exhausted.

1. On July 1st of each school year, the School Committee will deposit in the sick leave bank 1/2 day per member for each member employed on that date. However, the number of days so deposited in the sick leave bank on July 1 shall not be less than forty (40) days, even if said number of days exceeds the number of employees of July 1. On June 30 of each year, the balance remaining in the Sick Leave Bank will cease and a new bank will be funded as of the following July.

In the event that the sick leave bank is exhausted in any given year, members of the unit on a confidential basis may make voluntary contributions of up to five (5) days from accrued time to meet emergency situations during a given year. Sick days contributed to the sick leave bank under this provision of the proceeding sentence will cease on June 30 of each year even if not used by the sick leave bank.

2. There shall be a Sick Leave Bank Committee which will be composed of:

1. Three members of the Bargaining Unit.
2. Two members appointed from central administration of the School Department one of which will be the Superintendent of Schools or his designee.
3. The Sick Leave Bank Committee will decide, by a majority vote, on granting an allotment of sick days from the Sick Leave Bank using guidelines set forth below:
  1. All members of the Bargaining Unit are eligible to apply for days from the bank.
  2. An official application form (the form of which must be approved by the Committee and the Superintendent) must be completed. This application will include space for certification by a medical doctor.
  3. The doctor may be the personal physician of the applicant. Additional medical information may be required by the Sick Leave Bank Committee. The Superintendent has the right to require an examination by the City's Chief Medical Officer or his representative.
  4. Applicant must have exhausted personal sick leave before he can be allotted additional sick days from the Sick Leave Bank (as per deductible clause below).
  5. The following is the number of deductible days required per years of service.

| <u>YEARS</u> | <u>DEDUCTIBLE</u> | <u>YEARS</u> | <u>DEDUCTIBLE</u> |
|--------------|-------------------|--------------|-------------------|
| 1            | 10 days           | 7            | 4 days            |
| 2            | 9 days            | 8            | 3 days            |
| 3            | 8 days            | 9            | 2 days            |
| 4            | 7 days            | 10           | 1 day             |
| 5            | 6 days            | 11 or more   | 0 days            |
| 6            | 5 days            |              |                   |

Deductible days are those days an applicant must be on unpaid leave because of sickness or injury before Sick Leave Bank days can be effective.

6. Applications can be denied by the Sick Leave Bank Committee if, in its opinion, any of the following apply:
  1. Previous abuse of personal sick leave.
  2. Insufficient medical evidence of need.
  3. Disability does not warrant absences from employment.
  4. The balance of days in the bank.
  5. Previous use of Sick Leave Bank (applicable only when applicant shows repeated use of Sick Leave Bank).
7. A maximum of fifteen (15) days per applicant may be distributed at one time. If additional days are needed, a reapplication is required, including medical evidence of continued need.
8. A maximum of thirty (30) days may be allotted to any one person in any one year.
9. If the condition exists wherein a limited number of days remain in the bank and applications exceed this number, the following factors will be considered by the Sick Leave Bank Committee in making a decision as to the allocation of days:
  - a. Seriousness of illness.
  - b. Seniority.
  - c. Past use of Sick Leave Bank.
  - d. Financial circumstances of the individual.
10. Decisions of the Sick Leave Bank Committee are final provided all of the above provisions are met.

#### ARTICLE 15 UNIFORMS

The uniform must conform to standards approved by the Manager of Food Services. All employees must wear a name tag which will be provided by the Manager of Food Services. All employees must wear a chef coat provided by the Manager of Food Services, and (3) chef coats shall be provided to all employees annually.

Failure to wear a uniform as required shall be considered a violation of work rules, subject to disciplinary action.

#### ARTICLE 16 HEALTH AND WELFARE

1. The following medical insurance plans are offered:

- a. HMO Insurance Offerings: Employees may participate in Healthflex Blue (a BC/BS HMO plan product) with benefits outlined as attached, Harvard Community Health Plan, or other plans available to City employees.

The health insurance contribution rate for all employees hired prior to July 1, 2012 shall increase to 19%.

It is understood and agreed, that if any portion of the health insurance contribution rate change, set forth in the paragraph immediately above, which is an essential component of the parties' settlement, is held invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provision is in any way restrained, then the city shall have no obligation to pay or to continue in effect the additional 0.6% salary increase set forth in Article 20, Section 2(a) for fiscal year 2013, which is specifically linked to the increase in employee health contributions, until such time as a final judgment is rendered and not appealed which declares such provisions valid or removes any restraint on their enforcement.

The health insurance contribution rate for all employees hired after July 1, 2012 shall increase to 25%, in exchange for \$200.00 (two hundred dollars) being added to the base salary on July 1, 2012, a bonus of \$200.00 (two hundred dollars) on July 1, 2013, and \$200.00 (two hundred dollars) being added to the base salary on January 1, 2014.

It is understood and agreed, that if any portion of the health insurance contribution rate change, set forth in the paragraph immediately above, which is an essential component of the parties' settlement, is held invalid by a tribunal of competent jurisdiction, or if compliance or enforcement of any such provision is in any way restrained, then the city shall have no obligation to pay or to continue in effect the additional \$200.00 (two hundred dollars) increase to the base salary on July 1, 2012 set forth in Article 20, Section 2(a) for fiscal year 2013, a bonus of \$200.00 (two hundred dollars) on July 1, 2013, and an additional \$200.00 (two hundred dollars) increase to the base salary on January 1, 2014 set forth in Article 20, Section 2(a) for fiscal year 2014, which is specifically linked to the increase in employee health contributions, until such time as a final judgment is rendered and not appealed which declares such provisions valid or removes any restraint on their enforcement.

- b. Indemnity Medical Insurance Offerings: The City shall offer a BC/BS Major Medical with Benefit Management Plan. The City will pay ninety-nine (99%) percent of the premium of that plan.

2. Starting July 1, 2015, eligible employees who decline City health insurance, but have health insurance coverage through another source, not contributed to by the City, are eligible to receive an annual sum of \$1,600.00 (one thousand six hundred dollars) payable on a monthly basis at the rate of \$133.33 (one hundred thirty-three dollars and thirty-three cents) per month, for as long as the individual remains eligible for such payments in accordance with the rules and procedures established by the City of Cambridge. This payment shall not be included in pay for any other purpose. Employees who lose the alternative health insurance through no fault of their own (e.g., spouse loss of job and hence insurance) will be entitled to enroll in the City plan outside of open enrollment periods with no waiting periods or preexisting condition limitations. Employees can elect coverage at open enrollment without limitation as to other coverage. Starting July 1, 2017, eligible employees who decline City health insurance, but have health insurance coverage through another source, not contributed to by the City, are eligible to receive an annual sum of \$1,800.00 (one thousand eight hundred dollars) payable on a monthly basis at the rate of \$150.00 (one hundred fifty dollars) per month, for as long as the individual remains eligible for such payments in accordance with the rules and procedures established by the City of Cambridge.
3. Employee health insurance premium contributions will be made on a pretax basis, in accordance with applicable law.
4. Employees may obtain health coverage for domestic partners pursuant to applicable City ordinances.
5. Effective following ratification of the Agreement, if and when the trustees of the existing dental plan request the City for additional money to fund the Health & Welfare Fund, the employer will contribute up to \$13 per week per employee, and should the trustees of said plan inform the employer and the union that the fund requires additional

payments, the cost of these payments above \$13.00 (thirteen dollars) per week per member shall be shared on a fifty percent (50%) basis between the employer and the employee.

6. Should any member of the Association be absent from work as a result of a personal injury sustained by her/him, which injury arises in the course of her/his employment and is compensable under Massachusetts General Laws, Chapter 152, Section 1 et seq., the Workers' Compensation Act, or is the result of an assault, battery or similar unlawful intentional and deliberate act by another person or persons, she/he shall follow the procedure for reporting an injury and applying for Workers' Compensation in accordance with the requirements of the City of Cambridge Office of the City Solicitor.

#### ARTICLE 17 SCHOOL COMMITTEE RIGHTS

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the School Committee or to change any rule or policy adopted prior to the date of the acceptance of this Agreement except where such right, power, duty, rule or policy is specifically limited or changed by this contract. It is agreed that no member of the Association shall contact the School Committee concerning any matter covered by this Agreement without first bringing the matter to the attention of the Superintendent.

School Committee is a public body established under the statutes of Massachusetts and has final responsibility for establishing the policies of the public schools for management of said schools and for directing operation.

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the Committee not listed herein. Such inherent Committee responsibilities are not subject to arbitration and shall remain exclusively with the Committee except as they may be shared with the Association by specific provisions of this Agreement.

The School Committee reserves the right to take whatever action that is necessary in the event of an emergency (lasting over five [5] days) including a financial emergency to carry out the work of the School Department.

#### ARTICLE 18 EMPLOYEE DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The School Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by members who attend workshops, seminars, conferences, or other employee improvement sessions at the request of School Committee or their designee or at their request with advanced approval of the Superintendent of Schools or his designee.

In addition to the regular work year and work day, each member of the Bargaining Unit shall be required to attend up to fifteen (15) hours of training, for which they shall be compensated at their appropriate rate of pay. Also, each employee shall be required to attend up to six (6) one-hour staff meetings per year, held after the end of the regular work day, for which they shall be compensated at their appropriate rate of pay.

**EVALUATION:** Each member shall be evaluated yearly. The written evaluation shall be reviewed by the person evaluated and he/she shall sign the document indicating only that he/she has seen the document. The employee may add such documentation as he/she feels is appropriate, including objections to all or any part of the evaluation. 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 addition to annual evaluation of each member of the unit pursuant to this paragraph, the Manager of Food Services may from time to time evaluate an employee.

Management will periodically review and update the evaluation instrument.

There shall be a management/labor committee, consisting of no more than three (3) designated union representatives and no more than three (3) designated school department representatives to discuss and identify topics of training for the

Head of Kitchen-Cook/CRLS Station Lead including training regarding staff interaction, supervision and evaluation of staff and to discuss issues regarding supervision of students in cafeterias.

ARTICLE 19  
LONGEVITY

- A. Each employee who has completed the number of years indicated below of employment with the City of Cambridge shall be granted a longevity lump-sum payment in the amount set forth below for the number of years completed service:

|                  |         |
|------------------|---------|
| 1 to 3 years     | \$ 250  |
| 3 to 5 years     | \$ 350  |
| 5 to 10 years    | \$ 450  |
| 10 to 15 years   | \$ 600  |
| 15 to 20 years   | \$ 700  |
| 20 to 25 years   | \$ 900  |
| 25 years or more | \$1,150 |

Eligibility for longevity shall be computed as of December 31. Payment shall be pro-rata for less than a full year of service.

- B. The longevity award to which an Employee is entitled shall be paid in a lump sum payment in the first pay period of December of each year.
- C. For purposes of this Article, one year of part-time service is equal to three-quarters (3/4) of a year of full-time service.
- D. Part-time employees hired after January 17, 1984, shall not receive longevity.
- E. Full-time employees newly hired or transferred into the Bargaining Unit after June 30, 1991 shall not be eligible for longevity. Also, part-time employees hired after January 17, 1984 who are increased to full-time after June 30, 1991 shall not be eligible for longevity.

ARTICLE 20  
GENERAL PROVISIONS

1. TRANSPORTATION:

- a. If it becomes necessary to transfer one employee from one school to another after said employee has arrived at school number 1, the employee shall be compensated for out of pocket expenses for said travel incurred by using the Massachusetts Bay Transportation Authority. Should the employee use his/her automobile, he/she shall be compensated at the rate of \$0.15 per mile. Employee shall be paid from the time he/she arrives at the first school until the time he/she leaves from the second school.
- b. Effective July 1, 2015 the school department shall reimburse each member of the bargaining unit who purchases one, up to 65% of the cost of a "T" pass, up to a maximum of \$50.00 per month.

2. WAGES:

- a. All salaries will be increased by the percentage listed below per annum which is reflected in the attached schedules as of start of the new school year for the effective year.

| <u>Effective Date</u> | <u>Percentage</u> | <u>Increase</u> | <u>Attachment</u> |
|-----------------------|-------------------|-----------------|-------------------|
| July 1, 2015          |                   | 4.0%            | A                 |

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 | 2.0% | B |
| July 1, 2017 | 2.5% | C |

With no increase on any other economic items in the collective bargaining agreement, except where specifically noted within the collective bargaining 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.

- b. Head of Kitchen-Cook/CRLS Station Lead-Cook 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-Cook [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-Cook [4 or more consecutive work days] a temporary Head of Kitchen-Cook/CRLS Station Lead-Cook 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-Cook designation will go to the staff member with greater seniority. Once the temporary Head of Kitchen-Cook/CRLS Station Lead-Cook designation has been established the affected staff member will receive a daily stipend of \$21.00 (twenty-one dollars) for each day of substitution.
  - c. Direct deposit of paychecks shall be provided for Bargaining Unit members.
3. Full-time employees who are designated "Head of Kitchen-Cook/CRLS Station Lead-Cook" must hold a food protection manager certification 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 food protection manager certification in accordance with the requirements of 105 C.M.R. 590.003(A)(2), or to obtain an exemption from the food protection manager certification 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 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.
  4. The School Committee and the Cambridge Food Service Employee Association agree to form a joint labor/management committee that will meet during the fall, winter and spring of each school year to discuss concerns and possible solutions related to staffing, assignment and coverage of food service at the school facilities. The joint labor/management committee will consist of three members selected by the Cambridge Food Service Employee Association, the Chief Operating Officer, the Director of Food Services and one (1) additional administrator of the Cambridge Public Schools designated by the Superintendent of Schools. The recommendations of the joint labor/management committee will be advisory to the Superintendent of Schools. This joint labor/management committee will also work to plan the implementation of a program where the school department will supply appropriate jackets for food service employees to wear while working to be provided at school department expense.

5. FOOD SERVICES STIPEND:

Employees shall receive the following "Food Services Stipends" during the time periods indicated:

|               | <u>20+ hour weekly schedule</u> | <u>Less than 20 hour weekly schedule</u> |
|---------------|---------------------------------|------------------------------------------|
| December 2015 | \$633.50                        | \$551.95                                 |
| June 2016     | \$633.50                        | \$551.95                                 |
| December 2016 | \$646.17                        | \$562.99                                 |
| June 2017     | \$646.17                        | \$562.99                                 |
| December 2017 | \$662.33                        | \$577.07                                 |
| June 2018     | \$662.33                        | \$577.07                                 |

Unless negotiated otherwise, the semi-annual Food Services Stipends of \$662.33 and \$577.07, respectively, shall be continued in the parties' future collective bargaining agreements – but with these amounts being increased in each succeeding contract year by the percentage of any wage and COLA increase agreed to for that year. The Food Services Stipends shall be considered compensation and subject to income and payroll taxes as well as retirement/pension deductions.

An Employee who is absent from work as a result of worker's compensation accident shall not have their Food Services Stipend reduced.

ARTICLE 21  
ATTENDANCE INCENTIVE

The Attendance Incentive Plan shall consist of the following:

1. An attendance incentive payment of \$150 shall be paid to members of the Bargaining Unit who have zero chargeable sick days for each five-month attendance period during the school year.
2. The five-month attendance periods are from the beginning of the work year through January 31, and from February 1 through the end of the school year in June.
3. It is understood that personal days not chargeable to sick leave, and bereavement days, are not counted toward this benefit.

ARTICLE 22  
DRUG AND ALCOHOL TESTING

The following procedures shall govern the administration of the drug and alcohol screening process by the administration/management of the Cambridge Public Schools among members of this Unit to test for unauthorized use of a controlled substance and/or alcohol.

Testing will be conducted on those individual employees where the facts are sufficient to constitute reasonable suspicion of unauthorized use of a controlled substance and/or alcohol. The Cambridge Public Schools shall have the right to require that the employee submit without delay to a urinalysis test and/or a breath alcohol test.

Reasonable suspicion shall be based on information of objective facts obtained by the Cambridge Public Schools and the rational inferences which may be drawn from those facts. The credibility and reliability of information obtained shall be weighed in determining the presence or absence of reasonable suspicion.

The employee to be drug and/or alcohol tested will be notified of the test requirement just prior to obtaining the urine sample or breath alcohol test. Advance notification of the testing will not be given, in any circumstances, to prevent the likelihood of urine sampling tampering.

The testing officer will maintain the sterility of the sample and the integrity of the sampling process, by executing a chain-of-custody process for the sample given and all related documentation. The sample shall be split into two (2) parts. One (1) part of the sample shall be tested. The other part of the sample shall be preserved for independent analysis in the event the first part of the sample tests positive.

If an employee refuses to submit to a drug and/or alcohol screening test, under the agreement, it shall be considered insubordination warranting discipline under a just cause standard.

A result of .02 as a breath alcohol level will be sufficient for a positive confirmatory alcohol screening test.

An employee with a positive confirmatory drug and/or alcohol screening result will be suspended under a just cause standard. An employee with two (2) positive confirmatory drug and/or alcohol screening results within a five (5) year period will be discharged from employment.

Nothing in this provision shall preclude the Cambridge Public Schools from disciplining or discharging an employee under a just cause standard for any misconduct engaged in by him/her collateral to the use of a controlled substance or the abuse of alcohol (e.g., assault and battery), provided that the fact of a positive screening result for a controlled substance or alcohol may not be used in any way in proving such misconduct.

An employee who tests positive for a controlled substance and/or alcohol shall be medically evaluated, counseled and treated for rehabilitation as recommended by the employee's personal medical provider.

An employee who completes a rehabilitation program will be retested randomly once every quarter for the following twenty-four (24) months. An employee who tests positive during the twenty-four (24) month period shall be subject to disciplinary action, up to and including discharge from employment.

An employee who enters a rehabilitation program of their own initiative without having tested positive for a controlled substance and/or alcohol shall not be subject to retesting on a random basis.

### ARTICLE 23 NEGOTIATIONS

#### EFFECTIVE DATE:

Upon signing by authorized representatives of the Association and the Employer, this Agreement will become effective for three years for the period July 1, 2015 through June 30, 2018.

#### CHANGES:

Should either party to this Agreement wish to initiate collective bargaining discussion over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the authorized parties signatory to the Agreement on or before sixty (60) days before the end of the term (the anniversary date as set forth in paragraph 1) of this Agreement. And the other party will have a reasonable period of time in which to make proposals of their own.

The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in this Article shall preclude the Association or the School Committee from modifying any previous proposal during the course of negotiations.

RENEWAL:

Should neither party to this Agreement send a notice within sixty (60) days of the anniversary date as set forth in paragraph one, this Agreement shall be considered to have been automatically renewed for another calendar year.

SCHEDULE A

EFFECTIVE July 1, 2015

This salary schedule reflects \$105/week stipend for Heads of Kitchens-Cooks/CRLS Station Leads-Cooks only, and an increase for all employees of 4.0% 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 |
|---------------------------------------------------------|--------|--------|--------|--------|--------|--------|
| Helper/Cashier Hourly Rate                              | 16.20  | 16.20  | 16.86  | 18.08  | 19.24  | 20.47  |
| Head of Kitchen-Cook/CRLS Station Lead-Cook Hourly Rate | 20.44  | 20.44  | 21.10  | 22.32  | 23.48  | 24.71  |
| <i>Weekly Rates</i>                                     |        |        |        |        |        |        |
| Helper/Cashier (35 hrs)                                 | 567.11 | 567.11 | 590.04 | 632.63 | 673.40 | 716.35 |
| Head of Kitchen-Cook/CRLS Station Lead-Cook (35 hrs)    | 715.56 | 715.56 | 738.49 | 781.08 | 821.84 | 864.80 |
| Helper/Cashier (30 hrs)                                 | 486.10 | 486.10 | 505.75 | 542.26 | 577.20 | 614.02 |
| Helper/Cashier (17.5 hrs)                               | 283.56 | 283.56 | 295.02 | 316.32 | 336.70 | 358.18 |
| Helper/Cashier (15 hrs)                                 | 243.05 | 243.05 | 252.88 | 271.13 | 288.60 | 307.01 |

LOW RATE (employees paid 52 weeks per year)  
(High Rate Hourly x 38.4 / 52.2 = Low Rate Hourly)

|                                                         | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---------------------------------------------------------|--------|--------|--------|--------|--------|--------|
| Helper/Cashier Hourly Rate                              | 11.92  | 11.92  | 12.40  | 13.30  | 14.15  | 15.06  |
| Head of Kitchen-Cook/CRLS Station Lead-Cook Hourly rate | 15.04  | 15.04  | 15.52  | 16.42  | 17.27  | 18.18  |
| <i>Weekly Rates</i>                                     |        |        |        |        |        |        |
| Helper/Cashier (35 hrs)                                 | 417.14 | 417.14 | 433.89 | 465.56 | 495.40 | 527.07 |
| Head of Kitchen-Cook/CRLS Station Lead-Cook (35 hrs)    | 526.34 | 526.34 | 543.09 | 574.76 | 604.60 | 636.27 |
| Helper/Cashier (30 hrs)                                 | 357.55 | 357.55 | 371.90 | 399.05 | 424.63 | 451.78 |
| Helper/Cashier (17.5 hrs)                               | 208.57 | 208.57 | 216.94 | 232.78 | 247.70 | 263.54 |
| Helper/Cashier (15 hrs)                                 | 178.78 | 178.78 | 185.95 | 199.52 | 212.32 | 225.89 |

Overtime to be paid based 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 July 1, 2016

This salary schedule reflects an increase for all employees of 2.0% 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 |
|---------------------------------------------------------|--------|--------|--------|--------|--------|--------|
| Helper/Cashier Hourly Rate                              | 16.53  | 16.53  | 17.20  | 18.44  | 19.62  | 20.88  |
| Head of Kitchen-Cook/CRLS Station Lead-Cook Hourly Rate | 20.85  | 20.85  | 21.52  | 22.76  | 23.95  | 25.20  |
| <i>Weekly Rates</i>                                     |        |        |        |        |        |        |
| Helper/Cashier (35 hrs)                                 | 578.45 | 578.45 | 601.84 | 645.28 | 686.87 | 730.68 |
| Head of Kitchen-Cook/CRLS Station Lead-Cook (35 hrs)    | 729.87 | 729.87 | 753.26 | 796.70 | 838.28 | 882.09 |
| Helper/Cashier (30 hrs)                                 | 495.82 | 495.82 | 515.87 | 553.10 | 588.74 | 626.30 |
| Helper/Cashier (17.5 hrs)                               | 289.23 | 289.23 | 300.92 | 322.64 | 343.43 | 365.34 |
| Helper/Cashier (15 hrs)                                 | 247.91 | 247.91 | 257.93 | 276.55 | 294.37 | 313.15 |

LOW RATE (employees paid 52 weeks per year)  
(High Rate Hourly x 38.4 / 52.2 = Low Rate Hourly)

|                                                         | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---------------------------------------------------------|--------|--------|--------|--------|--------|--------|
| Helper/Cashier Hourly Rate                              | 12.16  | 12.16  | 12.64  | 13.57  | 14.44  | 15.36  |
| Head of Kitchen-Cook/CRLS Station Lead-Cook Hourly rate | 15.34  | 15.34  | 15.83  | 16.75  | 17.62  | 18.54  |
| <i>Weekly Rates</i>                                     |        |        |        |        |        |        |
| Helper/Cashier (35 hrs)                                 | 425.49 | 425.49 | 442.57 | 474.87 | 505.31 | 537.61 |
| Head of Kitchen-Cook/CRLS Station Lead-Cook (35 hrs)    | 536.87 | 536.87 | 553.95 | 586.25 | 616.70 | 649.00 |
| Helper/Cashier (30 hrs)                                 | 364.70 | 364.70 | 379.34 | 407.03 | 433.12 | 460.81 |
| Helper/Cashier (17.5 hrs)                               | 212.74 | 212.74 | 221.28 | 237.43 | 252.66 | 268.81 |
| Helper/Cashier (15 hrs)                                 | 182.35 | 182.35 | 189.67 | 203.51 | 216.56 | 230.41 |

Overtime to be paid based 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 July 1, 2017

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 |
|------------------------------------------------------------|--------|--------|--------|--------|--------|--------|
| Helper/Cashier Hourly Rate                                 | 16.94  | 16.94  | 17.63  | 18.90  | 20.12  | 21.40  |
| Head of Kitchen-Cook/CRLS Station Lead-Cook<br>Hourly Rate | 21.37  | 21.37  | 22.06  | 23.33  | 24.55  | 25.83  |
| Weekly Rates                                               |        |        |        |        |        |        |
| Helper/Cashier (35 hrs)                                    | 592.92 | 592.92 | 616.89 | 661.42 | 704.04 | 748.95 |
| Head of Kitchen-Cook/CRLS Station Lead-Cook<br>(35 hrs)    | 748.11 | 748.11 | 772.09 | 816.61 | 859.24 | 904.14 |
| Helper/Cashier (30 hrs)                                    | 508.21 | 508.21 | 528.76 | 566.93 | 603.46 | 641.95 |
| Helper/Cashier (17.5 hrs)                                  | 296.46 | 296.46 | 308.45 | 330.71 | 352.02 | 374.47 |
| Helper/Cashier (15 hrs)                                    | 254.11 | 254.11 | 264.38 | 283.46 | 301.73 | 320.98 |

LOW RATE (employees paid 52 weeks per year)  
(High Rate Hourly x 38.4 / 52.2 = Low Rate Hourly)

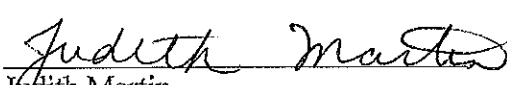
|                                                            | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|------------------------------------------------------------|--------|--------|--------|--------|--------|--------|
| Helper/Cashier Hourly Rate                                 | 12.46  | 12.46  | 12.96  | 13.91  | 14.80  | 15.74  |
| Head of Kitchen-Cook/CRLS Station Lead-Cook<br>Hourly rate | 15.72  | 15.72  | 16.22  | 17.17  | 18.06  | 19.01  |
| Weekly Rates                                               |        |        |        |        |        |        |
| Helper/Cashier (35 hrs)                                    | 436.12 | 436.12 | 453.63 | 486.74 | 517.94 | 551.05 |
| Head of Kitchen-Cook/CRLS Station Lead-Cook<br>(35 hrs)    | 550.29 | 550.29 | 567.80 | 600.91 | 632.11 | 665.22 |
| Helper/Cashier (30 hrs)                                    | 373.82 | 373.82 | 388.83 | 417.20 | 443.95 | 472.33 |
| Helper/Cashier (17.5 hrs)                                  | 218.06 | 218.06 | 226.81 | 243.37 | 258.97 | 275.53 |
| Helper/Cashier (15 hrs)                                    | 186.91 | 186.91 | 194.41 | 208.60 | 221.98 | 236.17 |

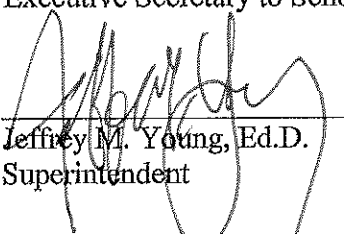
Overtime to be paid based on hourly high rate, at straight-time, time and one-half, or double time as appropriate.

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

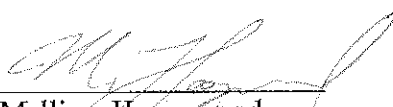
This Agreement entered into this 16th day of June 2015.

FOR THE CAMBRIDGE SCHOOL COMMITTEE

  
Judith Martin  
Executive Secretary to School Committee

  
Jeffrey M. Young, Ed.D.  
Superintendent

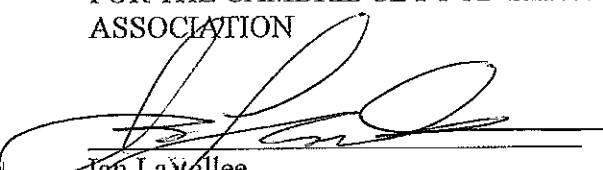
  
Claire Spinner  
Chief Financial Officer

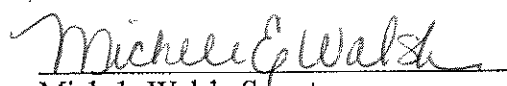
  
Mellissa Honeywood  
Director Food Services

Voted by the School Committee:

6/16/15  
Date

FOR THE CAMBRIDGE FOOD SERVICE  
ASSOCIATION

  
Ian LaVallee  
President

  
Michele Walsh, Secretary

C15-189  
Order Number