

CAMBRIDGE PUBLIC SCHOOLS

135 Berkshire Street, Cambridge, Massachusetts 02141

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May 5, 2020

TO THE HONORABLE MEMBERS OF THE SCHOOL COMMITTEE

Approval of Agreement between the Cambridge Food Service Employee Association and the Cambridge School Committee During the 2019-2020 School Year Closures Due to COVID-19 Pandemic

Recommendation: That the School Committee approve the Agreement between the Cambridge School Committee and the Cambridge Food Service Employee Association as detailed in the attached agreement.

Description: The Cambridge Food Service Employee Association is seeking to address compensation for food service employees who have continued to work to prepare food for students during the 2019-2020 school year closure of schools which started on March 16, 2020 due to the COVID-19 pandemic.

Supporting Data: Attached Agreement between the Cambridge School Committee and the Cambridge Food Service Employee Association.

Respectfully Submitted

A handwritten signature in black ink, appearing to be "KS", written over the typed name.

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

AGREEMENT BETWEEN THE CAMBRIDGE FOOD SERVICE EMPLOYEE ASSOCIATION AND THE CAMBRIDGE SCHOOL COMMITTEE DURING 2019-2020 SCHOOL YEAR CLOSURES DUE TO COVID 19 PANDEMIC

This Agreement between the Cambridge School Committee (“Committee”) and the Cambridge Food Service Employee Association (“Association”) seeks to address working conditions for food service employees who have continued to work to prepare food for students during the 2019-2020 school year closure of schools which started on March 16, 2020 due to the COVID-19 pandemic.

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

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:

1. The Committee and the Association acknowledge and agree that for the period of March 16, 2020 through April 3, 2020, Section 4 of Article 10 of the collective bargaining agreement between the parties applies to any members of the Association that worked during this period of the school closure period due to the COVID-19 pandemic.
2. The Committee and the Association further acknowledge and agree that for the period of April 6, 2020 through the end of the school closure period for the 2019-2020 school year due to the COVID 19 pandemic (hereinafter “School Closure Period”) that Section 4 of Article 10 of the collective bargaining agreement shall be modified as follows:

Members of the Association who have worked from April 6, 2020 through the end of the School Closure Period shall, at their own election, either be paid a hazard pay stipend at the rate of \$15.00 (fifteen dollars) per hour, less appropriate federal and state tax withholdings, for each hour worked, or may elect to continue to receive compensatory time in accordance with the provisions of Section 4 of Article 10 of the collective bargaining agreement between the parties. Documentation of the member’s election as to which option is being chosen by an individual member shall be designated on the form which is attached hereto as **Attachment A**. The parties acknowledge and agreement that a member shall only receive compensatory time or a hazard stipend for the period of April 6, 2020 through the end of the School Closure Period, but not both. The parties also acknowledge that as this hazard pay only covers a temporary period of time it is not considered pensionable by the Cambridge Retirement Board; and therefore there will be no pension deduction on this additional compensation and that this additional compensation will not be included in calculating the potential retirement calculation for any employee who has elected this option.

3. The Association agrees that there shall be no grievances filed with respect to the terms of this Agreement.
4. The parties acknowledge and agree that this does not establish a precedent and also does not establish a past practice between the parties.
5. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. For the convenience of the Parties, electronic, facsimile and PDF signatures shall be accepted as originals.

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WHEREFORE, the Association and the Committee have caused this Agreement to be executed by their duly authorized representative this ___ of April 2020.

For the Association

For the Committee

Charron Alves
President
Cambridge Food Service Employee Association

Jennifer Dever Wood
Temporary Executive Secretary for the
Cambridge School Committee

Order No. _____ Date

CITY OF CAMBRIDGE

Louis A. DePasquale
City Manager

Approved as to form:

Nancy E. Glowa
City Solicitor

ATTACHMENT A

I, _____, a member of the Cambridge Food Service Employee Association, hereby elect to receive for all days that I worked during the period of April 6, 2020 through the end of the School Closure Period for the 2019-2020 school year the following:

_____ Hazard Pay Stipend

OR

_____ Compensatory Time in accordance with the provisions of Section 4 of Article 10 of the collective bargaining agreement between the parties.

Print Name

Date

Signature