

ASHLAND PUBLIC SCHOOLS
ASHLAND, MASSACHUSETTS

CONTRACT
FOR

NUTRITION SERVICES PERSONNEL

JULY 1, 2019 to JUNE 30, 2022

BY
ASHLAND SCHOOL COMMITTEE

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NUTRITION SERVICES PERSONNEL CONTRACT

I. SICK LEAVE

A. Nutrition Services personnel working a minimum of twenty (20) hours per week shall be allowed nine (9) days sick leave each year accruing at a rate of .90 sick days per month beginning in September of each year of the contract and ending in June of each year of the contract for a total of 10 months of accumulation each year.

Sick days may accumulate to a maximum of one hundred (100) days.

B. Extension of sick leave beyond that stated above for exceptional circumstances may be granted at the discretion of the School Committee.

C. A doctor's certificate may be requested for sick leave lasting longer than three (3) work days per illness.

D. Nutrition Services staff may use up to two (2) days of their own sick leave per year for absence due to serious illness of a member of her/his immediate family.

E. Maternity leave benefits according to Federal guidelines and local policies.

II. BEREAVEMENT LEAVE

A. Nutrition Services staff working a minimum of twenty (20) hours per week shall be allowed up to five (5) consecutive work days leave with pay in the event of death in the immediate family to include Husband, Wife, Child (step child or adopted child also), Parent, Brother, Sister Parent-in-law, Grandparent, Son-in-law, or Daughter-in-law.

B. Nutrition Services staff shall be allowed up to two (2) consecutive work days with pay in the event of a death of an uncle, aunt, niece or nephew unless said relative is a member of the immediate household; in that case Section A, 1 shall be available to the employee.

C. In extreme situations, bereavement leave for any other family member or a request to modify or extend any bereavement leave listed above shall be at the sole discretion of the Superintendent of his/her designee.

III. PERSONAL LEAVE

One (1) day personal leave with pay will be granted, at the discretion of the Assistant Superintendent. Request for leave will be submitted through the on-line process. It is understood that every effort will be made to attend to personal business on non-working hours and that a request for a personal day will be submitted only after every effort has been made to schedule such business so as to not interfere with work hours. In no event will such days be used for personal recreation or outside occupation.

IV. SEVERANCE PAY UPON RETIREMENT

Severance pay upon retirement of Nutrition Services staff working a minimum of twenty (20) hours per week shall be paid at the rate of one-half (1/2) day's pay per day up to one hundred(100) accumulated sick days in accordance with the following provisions:

1. A maximum limit of one hundred (100) days.
2. A minimum of twenty (20) years of continuous service to the Ashland Public Schools.
3. Notification of retirement must be received by the Superintendent of Schools on or before one (1) year prior to actual date of retirement.

A copy of the letter of intent which is sent to the Middlesex Retirement Board will serve as notification of retirement.

4. If a member retires because of an emergency and has not submitted proper notification but meets all other requirements, they shall receive severance pay as a lump sum within twelve (12) months of first notification.
5. That each employee complies with the eligibility for retirement rules of Chapter 32 of the Massachusetts General Laws governing the retirement of public employees.

V. WORK YEAR

The work year for all Nutrition Services staff will consist of all days when school is in session and lunches are required to be prepared by law, and two professional development days and any days requested by the Director of Nutrition Services in the week prior to school opening and the week after school closing.

VI. HOLIDAYS

Nutrition Services staff working a minimum of twenty (20) hours per week are eligible for the following holidays :

Labor Day	Christmas Day
Rosh Hashanah *	New Year's Day
Yom Kippur *	Martin Luther King Day
Columbus Day	President's Day
Veteran's Day	Good Friday
Thanksgiving Day	Patriot's Day
Day after Thanksgiving	Memorial Day

* These days are paid holidays only when these days are included as non-school day (s) (school is closed) falling between Monday and Friday in the school calendar.

Nutrition Services workers shall be eligible for paid holiday leave listed above only when the holiday falls on a week day during a week that the employee would normally be scheduled to work.

In order to be eligible for holiday pay, an employee must have worked the last regularly scheduled work day preceding the holiday and the first regularly scheduled work day following the holiday unless excused by their immediate supervisor or on approved vacation, bereavement, personal, or sick time.

VII. VACATIONS

Nutrition Services staff working a minimum of twenty (20) hours per week are eligible for the following:

1. After one (1) year of continuous service – Vacation accruals will start each year on September 1st and continue through June of each contract year. Vacation days will accrue at the rate of .40 days per month for ten (10) months for a total of four (4) working days paid vacation.
2. For continuous service of more than one year and up to and including the fifth year – Vacation accruals will start each year on September 1st and continue through June of each contract year. Vacation days will accrue at the rate of .70 days per month for ten (10) months for a total of seven (7) working days paid vacation.
3. Continuous service of six years or up to and including the tenth year – Vacation

accruals will start each year on September 1st and continue through June of each contract year. Vacation days will accrue at the rate of one (1) day per month for ten (10) months for a total of ten (10) working days paid vacation.

4. Continuous service of eleven years or up to and including the twentieth year –
Vacation accruals will start each year on September 1st and continue through June of each contract year. Vacation days will accrue at the rate of one and a half (1.5) days per month for ten (10) months for a total of fifteen (15) working days paid vacation.
5. Vacation days may not be taken during the school year. Vacation day pay will be paid out on the last paycheck of the year.

VIII. **LONGEVITY PAY**

In addition to their regular salary, Nutrition Services staff working a minimum of twenty (20) hours per week are to be paid longevity pay by the following scale:

<u>YEARS OF SERVICE</u>	<u>ANNUAL PAYMENT</u>
5 - 10 years	\$200
11-15 years	\$300
16-20 years	\$400
21+ years	\$500

Longevity to be paid in December of each year.

IX. **HEALTH & LIFE INSURANCE**

An Employee working a minimum of twenty (20) hours per week is eligible for the Town's health and life insurance plans.

X. **VACANCIES / FILLING POSITIONS**

When any Nutrition Services position covered by this contract becomes vacant or if a new position covered by this contract is created, it will be adequately publicized by the Superintendent of Schools by means of a notice, including minimum requirements and job description, posted on a bulletin board in each school as far in advance of the appointment as possible. Such notice shall be posted for a minimum of 5 days before an employment offer is made to a potential employee.

New Hires must receive ServSafe Certification within ninety (90) days of hire on their own time and at their own cost.

The first year of continuous employment of an employee shall constitute his/her probationary period. No employee during the probationary period shall be eligible to grieve for a demotion, suspension, discipline or dismissal, nor shall any such decision by the Employer be construed as a violation of the provisions of this agreement.

During the first sixty (60) days of an employee's probationary period an employee shall not be allowed to use personal days.

XI. TEMPORARY REASSIGNMENTS

When a Nutrition Service staff member is called to fill in temporarily for a cashier or second cook, their rate of pay will be increased to the rate of that position only at the discretion of the Nutrition Manager and the Director of Nutrition Services.

XII. EVALUATION

Performance evaluations will be done annually by the Director of Nutrition Services and/or the Nutrition Manager.

XIII. CLOTHING ALLOWANCE

1. Ashland Nutrition Services will provide all department members who work 180 school days per year with four (4) uniform shirts each school year. Additionally, all department members will be authorized to spend up to One Hundred Dollars (\$100.00) on shoes (non slip shoes, covered heel and toe) or uniform pants (black or khaki in color, full length and loose fitting around leg) at a vendor selected by the Nutrition Services Director and Assistant Superintendent for Finance and Operations. Allowances at this store must be used by May 15th of each school year or it will be forfeited. Those who work less than a full year will have these amount prorated.
2. Each employee must wear a designated uniform: a black shirt with sleeves (no graphics of any kind, adornments or unfinished edges). Shirt may not be revealing in any way, including exposing cleavage. Short or long sleeves are acceptable.
3. Slacks must be black or khaki. Mid-calf length or longer, plain capris (no oversized or cargo pockets; no drawstrings) may be worn during warm weather in the months of September, October, May and June.

4. Watches and/or dangling jewelry are not allowed.
5. No shorts, jeans, leggings or athletic pants are allowed.
6. Comfortable, non-skid, sturdy shoes, approved by the Director of Nutrition Services, must be worn (no canvas sneakers, sandals, open toes or open backs).
7. Aprons will be supplied to all, as needed, determined by the Nutrition Manager and Director of Nutrition Services.
8. Nutrition Managers will be supplied with chef's coats and will be expected to wear them except in warm weather in the months of September, October, May and June.

XIV. SICK LEAVE BANK

- A. Sick Leave Bank (the "Bank") for use by employees covered by this Agreement who have exhausted their own sick leave will be established.
- B. One (1) earned day of an employee's sick leave will be donated by such employees through the Sick Leave Bank. Eligible members may sign up for the Sick Leave Bank during a thirty (30) day period commencing September 15 and ending October 15 in any year. When the Sick Leave Bank days drops to a minimum number of days as established by the Sick Leave Bank Committee, members may be required to give additional days. Continued membership in the Bank will require that each member give an additional day(s) if so required by the Sick Leave Bank Committee. If no further days are added to the Sick Leave Bank and the total becomes zero, the Bank shall not operate with deficit days. The maximum of 50 days may be accumulated in the Sick Leave Bank.
- C. Employees who wish to join the Sick Leave Bank may do so after the completion of their first year of service in the Ashland Public Schools. Ninety-one (91) days of continuous employment covered by this agreement will constitute one complete year of service and the employee will be eligible to donate one (1) earned day during the 30 day period listed in paragraph B. Employees with less than ninety-one (91) days of continuous employment covered by this agreement will not be eligible to participate in the Sick Leave Bank.
- D. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the Superintendent and two (2) members shall be designated by the Nutrition Services employees. The fifth

member of the Sick Leave Bank Committee shall alternate on a yearly basis between a Committee designee in the first year, following by a Nutrition Services designee in the following year. Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of the leave to be granted. Any employee who wishes to receive days from the Sick Leave Bank shall provide his/her manager with a licensed physician's certificate documenting the employee's illness.

E. The maximum number of days that may be granted to an employee shall not exceed thirty (30) days in any school year.

F. If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave from each participating employee covered by this Agreement to be deducted from each employee's accumulated sick leave.

G. The decisions of the Sick Leave Bank Committee shall be final and binding and not subject to grievance/arbitration.

XV. CELL PHONES

Cell phone use in kitchens is strictly prohibited without prior approval of manager. Manager is responsible for notifying Nutrition Director if such permission has been granted.

XVI. EDUCATION AND TRAINING

A Nutrition Service Worker will be reimbursed for tuition for college level courses taken outside of the workday. Reimbursement will not exceed the cost of a four (4) credit course at Framingham State University, upon successful completion, "B" or better grade. Other costs such as books or travel are not reimbursable.

A maximum of \$2,000 per contract year shall be set aside for this purpose. Reimbursement for one course per year shall be made on a first-come, first served basis. If additional courses are submitted for reimbursement they will be held until the end of the fiscal year and only reimbursed if funds remain in the account put aside that year.

Said courses must be designed to enhance job skills and must be pre-approved by the Director of Nutrition Services and the Assistant Superintendent for Curriculum, Instruction and Assessment.

XVII OTHER PROVISIONS

No smoking anywhere on school grounds.
 No eating or drinking will be permitted in the kitchen / prep areas

XVII. SALARY SCHEDULES

1. COLA increases: 2% for FY2020, 2% for FY2021 and 2% for FY2022. See Charts Below:

CAFETERIA WORKERS 2019-2020
 COLA Increase of 2%

	Step 1	Step 2	Step 3	Step 4
2020 Cook Manager	\$19.00	\$19.29	\$19.58	\$20.35
Second Cook	\$16.53	\$16.78	\$17.04	\$17.37
General Worker <4 years	\$14.08	\$14.28	\$14.49	\$14.82
General Worker >4 years	\$15.01	\$15.32	\$15.62	\$15.79
Cashier	\$16.92	\$17.26	\$17.61	\$17.80

CAFETERIA WORKERS 2020-2021
 COLA Increase of 2%

	Step 1	Step 2	Step 3	Step 4
2021 Cook Manager	\$19.38	\$19.67	\$19.97	\$20.76
Second Cook	\$16.86	\$17.11	\$17.38	\$17.72
General Worker <4 years	\$14.36	\$14.56	\$14.78	\$15.11
General Worker >4 years	\$15.31	\$15.62	\$15.93	\$16.11
Cashier	\$17.26	\$17.61	\$17.96	\$18.15

CAFETERIA WORKERS 2021-2022

COLA Increase of 2%

	Step 1	Step 2	Step 3	Step 4
Cook Manager	\$19.76	\$20.07	\$20.37	\$21.17
Second Cook	\$17.20	\$17.46	\$17.73	\$18.07
General Worker <4 years	\$14.65	\$14.85	\$15.08	\$15.42
General Worker >4 years	\$15.62	\$15.94	\$16.25	\$16.43
Cashier	\$17.60	\$17.96	\$18.32	\$18.51

2022


XVIII. SEVERABILITY CLAUSE

It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

XIX. DURATION

This agreement shall become effective July 1, 2019 and shall continue in full force and effect to and include June 30, 2020, and shall thereafter automatically renew itself for successive terms of one (1) year unless by October 1 preceding its expiration either the School Committee or the Nutrition Service representative shall give the other written notice of its desire to modify or terminate this agreement.

The above dates for the notification procedure can be modified by mutual agreement.



Antonio Matarese
Unit Representative
FOR NUTRITION
SERVICES PERSONNEL

DATED: 3 Sept 19



James Adams
Superintendent of Schools
FOR THE ASHLAND SCHOOL COMMITTEE

DATED: 9-12-19