

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE KING PHILIP FOOD SERVICES ASSOCIATION**

**AND**

**THE KING PHILIP REGIONAL SCHOOL COMMITTEE**

**JULY 1, 2021 – JUNE 30, 2024**

## **AGREEMENT**

Agreement made this \_\_\_\_\_ day of May, 2021, by and between the King Philip Regional School District Committee, a body politic and corporate organized and existing under the laws of the Commonwealth of Massachusetts and having its usual place of business in Norfolk, County of Norfolk, (hereinafter referred to as the Committee) and the King Philip Regional School District Food Services Association, an association representing the food services workers employed by the Committee and having its usual place of business in said Norfolk (hereinafter called the Association).

WITNESSETH:

Pursuant to the provisions of G.L., Chapter 150E, and Sec. 1-15 inclusive and for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

### **1. RECOGNITION OF COLLECTIVE BARGAINING UNIT**

The Committee has recognized the Association as the exclusive bargaining agent for all helpers, servers, bakers, cooks, cook-managers, and cashiers employed by the Committee concerning questions of wages, hours, and other conditions of employment and any other matters that may lawfully come within the scope of collective bargaining as defined by statute. The Committee will not bargain with any individual or group of individuals other than the representatives of the Association on such matters described herein.

### **2. AUTHORITY**

Nothing in this Agreement shall be deemed to derogate from or impair the authority, power, and rights conferred upon the Committee by statute or any rule or regulations of any agency of the Commonwealth of Massachusetts. The Committee retains all its lawful authority, power, and rights with the exception of those matters specifically mentioned or provided for in this Agreement and shall exercise the same at its discretion without any such exercise being made the subject of grievance or arbitration proceedings hereunder.

### **3. EXISTING CONTRACT**

Any individual contract between the Committee and an individual employee hereinafter executed shall be subject to and consistent with the terms of this contract. Any existing individual contract between the Committee and an individual employee shall be effective only to the extent that it is not inconsistent with the terms of this contract.

### **4. TERMS OF AGREEMENT**

This Agreement shall continue in effect from and expire on.

This Agreement shall be renewed without action on the part of the parties for successive terms of one (1) year, unless by October 1st prior to the expiration date of any Agreement, either party shall give to the other party written notice of its intent to modify or terminate the Agreement.

5. **POLICIES**

The King Philip Regional School District Food Services Association accepts the policies of the Committee as construed and interpreted by said Committee.

6. This Agreement shall be executed and shall be effective as a sealed instrument.

IN WITNESS WHEREOF, the parties have caused these present to be executed by the duly authorized agents as of the day and year first written above.

KING PHILIP REGIONAL SCHOOL DISTRICT COMMITTEE  
AUTHORIZED REPRESENTATIVE

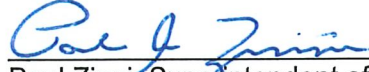


Chairman

06/14/2021

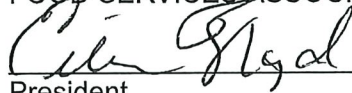
Date

WITNESS TO KING PHILIP REGIONAL SCHOOL DISTRICT  
COMMITTEE'S SIGNATURE



Paul Zinni, Superintendent of Schools

KING PHILIP REGIONAL SCHOOL DISTRICT  
FOOD SERVICES ASSOCIATION - PRESIDENT



President

6/18/21

Date

WITNESS TO THE PRESIDENT'S SIGNATURE



6/18/2021

Date

**I. TIME**

To qualify for the purpose of longevity on the salary schedule, an employee must be employed by the District before February 1st to qualify for advancement on the salary schedule in the following year. Those hired on or after February 1st do not qualify for advancement.

**II. SICK TIME**

- A. Sick leave shall be fifteen (15) days annually for all employees, to be available on the first day of the fiscal year. Should the employee leave District employment during the year, the amount of sick leave earned shall be pro-rated. Maximum accumulated sick leave shall not exceed one hundred thirty (130) days.
- B. A maximum of five (5) days of sick leave in any year may be used by an employee in the event of a serious illness in the immediate family which requires the personal care of the employee. Immediate family shall mean spouse, children, parents or other relations that reside in the employee's household.
- C. The Superintendent and/or their designee may grant an additional five (5) days at their discretion. The School Committee may approve up to twenty (20) additional days, as recommended by the Superintendent and/or their designee. Such days are to be subtracted from the employees' accumulated sick leave.
- D. The Association will cooperate with the Food Services Manager to maintain appropriate levels of service to the students.
- E. Any employee absent for three (3) or more days is required to submit a medical note from a licensed health care professional.
- F. Notification via the district's electronic absence reporting system shall be made to the Food Services Manager forty-eight (48) hours in advance except in the event of an emergency, otherwise the employee will not be paid.

**III. PERSONAL LEAVE**

- A. For the purpose of this paragraph, personal leave shall be defined as an immediate matter concerning a personal, legal, business or household obligation or duty of the employee that must be taken care of during normal working hours. This leave is not to be used for purposes of union business or labor relations and is not to be used for purposes of other income producing nature.
- B. An employee will be allowed to be absent not more than three (3) days during the year for personal reasons. Personal leave will be deducted from the accumulated sick leave of the employee. Application shall be made in writing to the Food Services Manager stating the category necessary for such leave.
- C. Personal leave days shall not be consecutive unless the Food Services Manager is notified at least forty-eight (48) hours in advance except in the event of an emergency.

D. Personal leave days will not be taken on the day before or after a school holiday except in the event of an emergency. In the case of an emergency, the employee must get approval from the Food Services Manager and the Superintendent and/or their designee.

E. Personal leave cannot be used to extend a personal vacation or trip.

#### **IV. OTHER LEAVE**

A. Up to five (5) days shall be allowed, without loss of pay or sick leave to attend the funeral or attend to business of the deceased employee's immediate family. Immediate family shall mean spouse, parent, children, brother, sister, grandparents, grandchildren.

B. Up to three (3) days shall be allowed, without loss of pay or sick leave to attend the funeral or attend to business of the deceased employee's extended family. Extended family shall mean brother-in-law, sister-in-law, parents-in-law, aunts, uncles, and other persons living in the same household as employee.

C. Leaves of absence of up to four (4) months duration may be granted by the Superintendent and/or their designee. A request for a leave of absence shall be made in writing and shall state the reason for said request. Any extension of such leave shall be requested in writing before the expiration date as originally granted.

D. If an employee is called to serve on a jury, the Committee shall pay to the employee the difference between the employee's regular rate of compensation and the compensation received for jury duty.

E. In a situation where an employee must leave work early for an emergency, they shall be paid for any hours actually worked that day and not be subjected to use a full sick day.

#### **V. JOB OPENINGS**

A. Vacancies or new positions in the bargaining unit shall be posted via district email. Employees shall be given consideration in filling such vacancies in their own schools.

#### **VI. HOLIDAYS**

A. Employees shall be paid for the following holidays: Labor Day, Columbus Day, Veterans Day, the day before Thanksgiving, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, and Memorial Day.

B. In order for an employee to receive pay for the above-listed holidays, they must physically work the last regularly scheduled day immediately preceding the holiday and the first regularly scheduled day immediately following the holiday unless excused by the Food Services Manager with documentation for a singular event (i.e. wedding, graduation, etc). In an emergency, the employee will submit a statement to the Superintendent and/or their designee within 48 hours of the holiday stating the nature of the emergency.

- C. The Superintendent and/or their designee will determine if the employee will be granted the holiday pay. The decision of the Superintendent and/or their designee will be final and is not subject to the grievance process or other form of review.
- D. Payroll will be distributed biweekly on Thursdays via direct deposit. In the event that a holiday precedes a payday in the same week, payroll shall be available at the close of school on that Friday.

**VII. PROFESSIONAL STANDARDS**

- A. An employee attending any Massachusetts School Lunch Workshop or Seminar with the approval of the Committee or its authorized representative shall receive a regular day's wages. Tuition and costs of transportation shall be paid by the Committee in its discretion and as the budget permits.
- B. Effective in school year 2020-2021, Federal Law requires training and continuing education for all food services employees. These professional standards are a condition of employment. All required training must be completed no later than the last week of school each school year. Trainings and classes vary according to position (Manager, 12 hours per year; general staff, 8 hours per year).

**VIII. INCLEMENT WEATHER AND EMERGENCIES**

- A. In the event a school session is postponed because of weather, local conditions, or any other emergency, those part-time persons called in will be compensated for their work and will be paid for no less than the full number of hours their individual part-time workday requires.
- B. In the event a school session is postponed on account of weather, local conditions, or any other emergency, those full-time persons called in will be compensated for their work and will be paid for no less than the full number of hours their normal full-time workday requires.
- C. The Committee shall provide one hundred and seventy-four (174) working days, two of which will be devoted to professional development for employees, subject to rules and regulations promulgated by the Department of Elementary and Secondary Education providing for fewer mandatory school days and to emergency situations requiring no school session to be held for the minimum statutory period.
- D. Attendance on the first day of school for teachers is required for all employees unless excused by the Food Services Manager. Attendance on the last day of school is mandatory unless, in the event of an emergency, the employee's absence is excused by the Food Services Manager and Superintendent and/or their designee with proper documentation. The last day so school may vary due to snow days and other weather emergencies.
- E. In case of fire, inclement weather, or any unforeseen emergency at the school where employees cannot work, employees will receive a day's pay for those days missed not to exceed four (4) day's pay. This condition applies to days that are waived by the Department of Education.

- F. In the event that school is closed, and students are in remote learning, employees will be required to attend and/or complete professional development activities as assigned by the Food Services Manager, otherwise the employee will not be paid.

**IX. UNIFORMS**

- A. Employees shall receive up to two hundred and fifty dollars (\$250) per year for uniform reimbursement, payable to the employee upon providing receipts to the Food Services Director and/or school committee. This reimbursement shall cover uniform pants and non-skid shoes.
- B. Employees new to the District shall work three months before receiving the uniform allowance noted in section A.
- C. No such payment will be made to substitutes.
- D. The district will supply each employee with (five) 5 shirts (green and containing the King Philip logo each year), style that will be agreed upon with employees and district administration. The District will also supply uniform hats or visors. Uniform pants (at least three (3)) will be purchased by the employee, the pants must be a cotton twill either khaki or black. No sweatpants, jeans, yoga, or scrub style pants are permitted. No shorts are permitted to be worn at any time unless permitted by the Food Services Manager.

**X. GRIEVANCE PROCEDURE**

- A. 1. A grievance is a dispute over the interpretation or application of the specific terms of this agreement.  
  
2. The procedure set forth herein is intended to produce prompt solutions to those problems which from time to time may arise and affect conditions of employment as specified in this Agreement.
- B. Before submission of a written grievance, the aggrieved party shall attempt to resolve it informally with the Cook-Manager in charge and the Food Services Manager.
- C. Level One - Grievance shall be submitted to the Food Services Manager within five (5) working days of the alleged violation. The grievance shall identify the aggrieved party, the provision(s) of the Agreement allegedly violated, the time(s) and place(s) of the alleged event(s) or conditions(s) constituting the grievance existed and, if known, the identity of the person responsible for causing such event(s) or condition(s) and a general statement of the grievance and redress sought by the aggrieved party.
- D. Level Two - If the grievance is not satisfactorily resolved at Level One, it shall be submitted in writing to the Superintendent and/or their designee within three (3) working days. The Superintendent and/or their designee shall meet with the aggrieved party within five (5) working days of receipt of the grievance and will reply in writing three (3) working days of said meeting.

- E. Level Three - If the grievance is not satisfactorily resolved at Level Two, it shall be submitted in writing to the District School Committee within three (3) working days. The Committee shall meet with the aggrieved party at the next regularly scheduled Committee meeting provided at least five (5) working days notice has been given. Within ten (10) working days of the School Committee meeting, a written answer shall be given to the grievant.
- F. Level Four - In the event a grievance cannot be resolved at Level Three, either party may petition within ten (10) working days the American Arbitration Association to provide a list of arbitrators in accordance with their rules of procedure. The cost of the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be advisory only, but the arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.
- G. The moving party shall pay the fee of the American Arbitrator Association.

**XI. REDUCTION IN FORCE**

In the event of reduction in force, the following procedures shall apply:

1. Positions to be eliminated shall be determined at the sole discretion of the School Committee.
2. Should the School Committee decide to reduce the number of employees, it shall make every effort to accomplish said reductions by attrition.
3. In the event the reduction cannot be accomplished by attrition, employees shall be laid off according to the inverse order of seniority.

An employee's seniority shall be defined as being equal to his/her length of continuous employment by the Committee beginning with their first day of work in the bargaining unit.

In the event of a layoff, employees will be laid off in inverse order of seniority by job classification. A laid off employee may bump a less senior employee in another job classification if that employee has previously worked in that classification in this school district.

**XII. LONGEVITY BONUS**

- A. A longevity bonus of four hundred and fifty (\$450) dollars to be paid on the first payday in December to those members of the Bargaining Unit who have completed five (5) years of service in the unit on or before the first payday in December.
- B. A longevity bonus of six hundred and fifty (\$650) dollars to be paid on the first payday in December to those members of the Bargaining Unit who have completed ten (10) years of service in the unit on or before the first payday in December.
- C. A longevity bonus of seven hundred and fifty (\$750) dollars to be paid on the first payday in December to those members of the Bargaining Unit who have completed fifteen (15) years of service in the unit on or before the first payday in December.



- D. A longevity bonus of eight hundred and fifty (\$850) dollars to be paid on the first payday in December to those members of the Bargaining Unit who have completed twenty (20) years of service in the unit on or before the first payday in December.
- E. When a person terminates employment, their longevity entitlements shall be divided into ten equal parts. They shall receive one tenth of their entitlements for each month worked.

**XIII. TEMPORARY CLASSIFICATION CHANGE**

- A. In the event a regular employee substitutes for a cook, that person shall receive cook's pay at their current step beginning the first day that they have a temporary classification change.
- B. From time to time, as operational needs call for it, employees may be required to be temporarily assigned to a school other than their regularly assigned school. If the employee is performing the same role, their pay shall not be adjusted. If the employee is performing a different role, their pay shall be adjusted pursuant to Section A of this Article.

**XIV. REDUCTION IN HOURS**

The Superintendent and/or their designee will notify the School Committee and the Food Services Association of any reduction in hours to employees of this Association.

**XV. PROBATIONARY EMPLOYEES**

During the first six (6) months of continuous employment, a newly hired employee is defined as a probationary employee. Probationary employees may be disciplined or discharged by the School Committee for any reason without recourse. Food Services Employee's probation period does not include July and August, only the months that the employee is actively working.

**XVI. FUNCTIONS**

- A. An employee working a function not pertaining to regular school hours (meaning nights, Saturdays, and Sundays) will be paid a minimum of three (3) hours pay at time-and-a-half for work on nights and Saturdays and double time for work performed on Sunday.
- B. An employee working a function, or preparing for a function, Monday through Friday, before or after normal working hours, will be paid a minimum of three (3) hours pay at time-and-a-half.

**XVII. DEFINITIONS**

For purposes of this AGREEMENT, a full-time employee shall be defined as one who is routinely scheduled and works four or more hours per day for a total of twenty (20) hours or more per week. A part-time employee is one who is routinely scheduled and works less than four (4) hours per day for a total less than twenty (20) hours per week.

**XVIII. MENTORS**

Any employee selected to train and mentor new permanent employees shall receive a stipend of \$150 for every employee mentored.

## APPENDIX A Food Services Hourly Rate Schedule

FY 2021 - Base Year			
Years of Service	Cashier	Cook	Manager
0-1 years	\$14.40	\$15.45	\$18.41
2-5 years	\$16.04	\$17.14	\$19.94
6+ years	\$16.68	\$17.73	\$20.55

FY 2022 - 2% increase from FY 2021			
Step	Cashier	Cook	Manager
1	\$14.69	\$15.76	\$18.78
2	\$15.15	\$16.22	\$19.22
3	\$15.62	\$16.69	\$19.65
4	\$16.08	\$17.15	\$20.09
5	\$16.55	\$17.62	\$20.52
6	\$17.01	\$18.08	\$20.96
7	\$17.51	\$18.58	\$21.46

FY 2023 - 2% increase from FY 2022			
Step	Cashier	Cook	Manager
1	\$14.98	\$16.08	\$19.16
2	\$15.46	\$16.55	\$19.60
3	\$15.93	\$17.02	\$20.05
4	\$16.40	\$17.50	\$20.49
5	\$16.88	\$17.97	\$20.93
6	\$17.35	\$18.44	\$21.38
7	\$17.86	\$18.95	\$21.89

FY 2024 - 2.5% increase from FY 2023			
Step	Cashier	Cook	Manager
1	\$15.35	\$16.48	\$19.64
2	\$15.85	\$16.96	\$20.09
3	\$16.33	\$17.45	\$20.55
4	\$16.81	\$17.94	\$21.00
5	\$17.30	\$18.42	\$21.45
6	\$17.78	\$18.90	\$21.91
7	\$18.31	\$19.42	\$22.44