

AGREEMENT

AMONG

MARTHA'S VINEYARD SUPERINTENDENCY UNION # 19 SCHOOL COMMITTEE
MARTHA'S VINEYARD REGIONAL HIGH SCHOOL DISTRICT COMMITTEE
UP-ISLAND REGIONAL SCHOOL DISTRICT COMMITTEE
THE SCHOOL COMMITTEES OF EDGARTOWN, OAK BLUFFS, AND TISBURY

AND

MARTHA'S VINEYARD EDUCATORS ASSOCIATION
MARTHA'S VINEYARD REGIONAL TEACHERS AND EDUCATORS ASSOCIATION

FOOD SERVICE WORKERS

JULY 1, 2016 – JUNE 30, 2019

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ARTICLE I
RECOGNITION

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made by the School Committees of Martha's Vineyard, the Up-Island Regional School District Committee, and the Martha's Vineyard Regional Teachers and Educators Association. The Union Committee, the Martha's Vineyard Regional High School District Committee, the Up-Island Regional School District Committee, and the School Committees of the various towns (hereinafter referred to as the Committee) recognize the Association for the purpose of collective bargaining as the exclusive representative of a unit consisting of all regular full-time and part-time Food Service Workers employed by said Committees, but excluding all managerial and confidential employees and all other employees of the Committees.

References to male employees will include female employees.

The Committee agrees not to negotiate with any organization other than the above-named Association as the exclusive bargaining agent pursuant to M.G.L. Chapter 150E.

ARTICLE II
MANAGEMENT RIGHTS

The Committee is a public body established under and with powers provided by the Statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from, or impair any power, right or duty conferred upon the Committee by statute or by any rule or regulation of any agency of the Commonwealth.

Subject only to the terms set forth herein, and as to every matter not specifically mentioned or provided for in this Agreement, the Committee retains all powers, right and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance and/or arbitration procedure hereunder.

ARTICLE III
JUST CAUSE

No non-probationary employee will be discharged, suspended or reduced in rank or compensation without just cause.

Each employee hired to fill a bargaining unit position shall serve a one hundred twenty (120) day probationary period. During such probationary period, the probationary employee may be discharged without such action being subject to grievance or arbitration. During the probationary period an employee shall/may accrue, and use sick leave on an earned, pro-rata basis.

The Association recognizes the authority and responsibility of the Committee and the administration to discipline and reprimand an employee for delinquency in professional performance. An employee may request to schedule a conference, accompanied by an Association representative, to refute the disciplinary or reprimand action taken by the administration above the level of the immediate supervisor.

ARTICLE IV

GRIEVANCE PROCEDURE

A. GENERAL

1. The term "grievance" shall mean a complaint that there has been a violation or misinterpretation of any of the provisions of this Contract as applied to an employee or a group of employees.
2. Failure to institute a grievance within the time limits set forth in this Article shall be conclusively deemed a waiver of all rights under this Article.

B. PROCEDURE

1. *Level One - Immediate supervisor:*

An employee with a grievance shall present it in writing to his/her immediate supervisor within ten (10) calendar days of the event on which the grievance is based.

2. *Level Two – Principal:*

If the grievance cannot be settled at Level One, the original written grievance may be submitted to the principal within five (5) calendar days of the receipt of written notification of an adverse decision by an immediate supervisor. When a group of employees allege a grievance, a class action may be brought and may be initiated at the principals' level.

3. *Level Three - Superintendent of Schools:*

When and where appropriate, the matter may be brought to the attention of the Superintendent of Schools within five (5) calendar days of an adverse decision at Level Two.

4. *Level Four - School Committee:*

Should the matter remain unresolved at Level Three, the written grievance may be brought to the attention of the appropriate School Committee within five (5) calendar days of an adverse decision by the Superintendent of Schools.

5. *Level Five – Arbitration:*

If the grievance has not been resolved by the School Committee to the satisfaction of the Association, the Association may advance the grievance to arbitration by giving written notice to the School Committee and by filing, within fifteen (15) calendar days after receipt of the School Committee decision, a demand for arbitration to the American Arbitration Association, for disposition in accordance with their rules. The request shall contain a statement of the grievance which shall be substantively similar to the written statement of the grievance filed with the Committee. The Arbitrator's decision will be final and binding and in writing and will set forth his/her findings of fact, reasoning, and conclusion on the issues as submitted by the parties.

The arbitrator is without authority to render a decision which requires the commission of an act prohibited by law or in violation of the terms of this Agreement.

All costs for the services of the arbitrator shall be borne equally by the parties.

The arbitrator shall be without power or authority to render a decision which would alter, add to, detract from or modify the terms of this Agreement or which involves any matter which by law or under the terms of this Agreement is within the exclusive authority or direction of the School Committee.

No arbitrator shall have the power or authority to make any award retroactive beyond thirty (30) calendar days prior to the date of the initial filing of the grievance.

SAVINGS CLAUSE

If any provision of this Agreement is found by a court of competent jurisdiction to be contrary to law, then that provision is deemed invalid except to the extent permitted by law, but all other provisions continue in full force and effect.

ARTICLE V
NON-DISCRIMINATION

This Agreement shall be administered impartially and without regard to age, race, creed, color, religion, nationality, marital status, sex, sexual preference, ancestry, or handicap, unless based upon bona fide occupational qualifications.

ARTICLE VI
WORK YEAR

There are two (2) categories of Food Service Workers: Food Service Workers who work a 192-day year, and Food Service Workers who work a 182-day year. Two of these days in each category will be used for Professional Development.

ARTICLE VII
JOB ASSIGNMENT AND HOURS

The School Committee reserves the right to determine the number, schedule, and assignment of all Food Service Workers. Food Service Workers will be assigned by the administration of each school to such duties as the administration deems necessary.

Individual work assignments, hours, and workload will be determined by the administration of each school. Such assignments, hours, and workload as determined, prior to commencement of each school year, will not be reduced during the school year unless a reason is given.

If the Head or Assistant Cook is unable to perform his/her duties, the person assuming those responsibilities for one or more days will be paid at his/her present step, but on the appropriate level (e.g. Assistant Cook on Step 3 would receive pay as Head Cook Step 3).

ARTICLE VIII
PAID LEAVES

A. SICK LEAVE

Full time Food Service Workers will receive *fifteen (15)* days of sick leave each year for absences resulting from illness or accident to the Food Service Worker. Of these fifteen (15) days granted annually, *five (5)* such days shall be available for use as

personal days in accordance with the limitations and procedures established in Section E of this Article. Such sick leave may accumulate to the extent it is not used, up to one hundred fifty (150) days. Part time Food Service Workers will have sick leave pro-rated on the basis of their assignment hours and will be allowed to accumulate sick leave up to one hundred fifty (150) days. Upon retirement, staff will have the opportunity to buy back accumulated unused sick leave at the rate of twenty dollars (\$20.00) after fifteen (15) years of service.

A Food Service Worker's personal sick leave days may be used in the event of serious family illness (i.e., mother, father, spouse, or children). An employee's sick leave days may be used in the event of a death in the immediate family (i.e., mother, mother-in-law, father, father-in-law, spouse, brother, sister or child).

The Superintendent may, at his discretion, request a doctor's certification of any illness which is the basis for use of sick leave. The sick leave allowable for any year shall be available in full at the commencement of the year.

The days used for personal days shall be deducted from sick leave.

B. BEREAVEMENT LEAVE

The employee will receive three (3) days leave of absence with pay because of a death in the immediate family or siblings, in laws, grandparents, or grandchildren if the death occurs in the state of Massachusetts. An additional two (2) days will be allowed with pay if the death occurs out of state.

C. JURY SERVICE

If an employee is required to serve as a grand or trial juror in a federal or state court during the school year, the Committee shall grant the employee a leave of absence with pay on the days on which the employee serves as a juror, on the condition that the employee turn over to the District any compensation (s)he receives from the court for that service (exclusive of any travel allowance). If the employee is notified (s)he is not needed for jury duty or is released from jury service prior to 11: 00 a.m., (s)he shall report for work and be compensated for the day.

D. RESERVE DUTY

The Committee shall grant to each employee who is a member of a reserve component of the armed forces of the United States a leave of absence during the time of the employee's annual tour of duty, not to exceed seventeen (17) days. Pay for such leave shall be at the Superintendent's discretion. The Superintendent may, at his option, request the commanding officer of any employee who applies for leave of absence for reserve duty to defer the employee's reserve duty until the completion of the school year.

E. PERSONAL DAYS

Of the 15 Sick Days, as stipulated in Section A, each employee shall be allowed up to *five (5)* days of personal leave with full pay during each school year for the purpose of transacting or attending to personal, legal, business, household, *religious* or family matters which require absence during regular school hours. It is the intention of the parties that leave under this article shall be available only for reasons of hardship or other pressing need and not merely for personal convenience.

Except in the case of emergencies or other unusual circumstances, the employee taking leave shall give his/her appropriate supervisor written notice including the reason of his/her intention to take such leave at least three (3) school days in advance of the day he/she proposes to be absent.

Personal days shall not be used to extend legal holidays or vacations. However, upon notification to and approval of the building principal, a food service worker may use personal days for valid reasons as set forth above on the day before or after a holiday or a vacation without pay.

ARTICLE IX **MATERNITY LEAVE**

Any female employee who is pregnant is entitled to a leave of absence without pay (called "maternity leave") for the purpose of giving birth, if she gives at least sixty (60) days' written notice of her expected departure date to the Superintendent. The sixty (60) days' notice requirement does not apply in the case of an emergency caused by the pregnancy. For the health of our female employees, the Superintendent shall be notified of the pregnancy as soon as the employee is knowledgeable of the fact.

Maternity leave terminates one year after the date on which the employee begins maternity leave, except that (i) the Committee may require the employee to defer her return to work until the beginning of the next school semester or school year, whichever the Committee elects, following the expiration of maternity leave, and (ii) maternity leave may terminate sooner than one year after the date on which the employee begins maternity leave on agreement between the employee and the Committee.

If an employee is unable to return to work at the end of one year due to extenuating medical circumstances, the committee may consider an extension of maternity leave upon receipt of a written evaluation by the employee's attending physician.

The eight (8) week leave provision required by G. L. Chapter 149, Section 105D shall be a part of the one-year leave of absence referenced in this section and said statutory provisions shall also apply to leave for adoptive children.

ARTICLE X
EVALUATION

- A. All evaluation monitoring or observation of a Food Service Worker's job performance shall be conducted openly.
- B. Each Food Service Worker shall be given a copy of any formal evaluation and will have the right to discuss such evaluation with his/her supervisor. Formal evaluations shall include suggestions for improvement.
- C. When material derogatory to an employee's conduct, service, character or personality is placed in the employee's personnel file, the employee will receive notice of such fact and will have the right to review such material and will have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- D. When and if guidelines for evaluation are developed, they shall be made available to employees at the beginning of each year.

ARTICLE XI
ASSOCIATION DUES AND DEDUCTIONS

Any employee may sign and deliver to the Committees an authorization (on a form to be approved by the Committee) for the payroll deductions of Association membership dues. That authorization is required only during the first year of employment, and continues in force until sixty (60) days following the date on which the Town Treasurer receives written notice of withdrawal of authorization from the employee. Upon receipt of a notice of withdrawal of authorization, the Town Treasurer shall furnish a copy of the notice of the Association.

The Association Treasurer shall certify to the Town Treasurers no later than September 15 of each year, the specific amount of Association dues for the current year.

The Town Treasurers shall deduct from the salary of each employee authorizing the deduction the amount of the dues and transmit the sum so deducted to the Association within fourteen (14) days of the deduction, provided the Town Treasurer is satisfied that the Association Treasurer has given a bond to the Association, in a form approved by the Massachusetts Commissioner of Revenue, for the faithful performance of his duties, in a sum and with such surety or sureties as are satisfactory to the Town Treasurer.

Every employee covered by this Agreement who is not a member in good standing of the Association shall pay, or by payroll deduction shall have paid, to the Association

an agency service fee of eighty percent (80%) of the annual dues per year; provided, however, that in no case shall such condition arise before the thirtieth day next following the date of the beginning of the employee's employment or the effective date of this Agreement, whichever date shall be the later.

DUES AUTHORIZATION CARD

NAME
ADDRESS

I hereby request and authorize the Martha's Vineyard School Committee to deduct from my earnings and transmit to the Association(s) checked below an amount sufficient to provide for regular payment of the membership dues or fees as certified to the Committee by such Associations by September 15, in five (5) equal installments from the last payroll of the following months: October, November, January, February and March. I understand that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all its officers from liability therefore.

TEACHER ORGANIZATION:
DATED
TEACHER'S SIGNATURE

OTHER DEDUCTIONS

Payroll deductions will also be available to employees on a mutually agreed upon basis for one credit union designated by the Association, for premiums for annuities (subject to G L. Chapter 71, Section 37B), and for payment of insurance premiums.

The Association shall indemnify and save the Committee and/or Town harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken pursuant to this article.

**ARTICLE XII
INSURANCE**

Food Service Workers employed by separate town School Committees who work twenty (20) hours or more per week will be eligible for insurance coverage consistent with the vote of the respective town. Premiums will be deducted from the paychecks of eligible and participating employees.

**ARTICLE XIII
WORKERS' COMPENSATION**

The Committee shall pay an employee who receives injuries arising out of, and in the course of, his employment the compensation provided by Massachusetts General Laws Chapter 152, Section 69. This compensation equals the difference between the amount paid under Workers' Compensation and the employee's normal pay; this payment is taken from the employee's accumulated sick leave time on a pro-rata basis. In no case will this combined payment exceed the employee's regular pay.

ARTICLE XIV
RETIREMENT

Food Service Workers who are eligible for participation in the Dukes County Retirement System because of the total number of hours worked or total wages during one year must participate in the County Retirement System.

ARTICLE XV
NEGOTIATION PROCEDURE

The Committee and the Association agree to enter into negotiations over a successor agreement no later than December 15 of the year preceding the expiration of this Contract.

ARTICLE XVI
NO STRIKE CLAUSE

The Associations, on their own behalf and on behalf of each employee in this unit, agree that during the term of this Agreement they will not authorize, approve, participate in or in any way encourage any illegal strike, illegal work stoppage, illegal slowdown or the illegal withholding of services. The Associations further agree that they will not unlawfully interfere with or restrain any person from seeking employment with the School Committee during the term of this Agreement. They further agree that any employee covered by this Agreement who violates this provision, or any part thereof, subjects himself or herself to disciplinary action.

ARTICLE XVII
PROTECTION/ASSAULT

Employees shall report all cases of assault upon employees acting in the line of duty to their immediate supervisor and or principal. The immediate supervisor and/or principal and the employee shall conduct an investigation of each incident of alleged assault upon an employee acting in the line of duty. The Superintendent shall comply with any reasonable request from an employee for relevant information in the

Committee's possession, not privileged under law, concerning the person or persons allegedly involved in an assault upon the employee.

ARTICLE XVIII
SMOKING POLICY

Smoking shall not be permitted in school buildings or on school grounds.

ARTICLE XIX
TRANSPORTATION

Employees are not required to transport students in employees' vehicles.

ARTICLE XX
SUB-CONTRACTING

School Committees not participating in the satellite lunch program agree not to sub-contract bargaining work where such sub-contract has the effect of laying off Food Service Workers covered by this agreement on its effective date. No member of the Food Service Workers bargaining unit employed in Edgartown, Tisbury, or Oak Bluffs schools on or before July 1, 2010 shall have his/her salary or benefits reduced during the term of this contract.

ARTICLE XXI
REPRODUCTION OF CONTRACT

The Committee and the Association shall share equally the cost of producing copies of this Agreement. The Association shall distribute copies of this Agreement to each employee presently employed (within thirty (30) days after the signing of this agreement or by its effective date, whichever is later) and to each new employee hired during the term of this Agreement.

ARTICLE XXII
SCOPE OF AGREEMENT

- A. This Agreement constitutes the sole and entire Agreement between the Committee and the Association arrived at as the result of collective bargaining

negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

- B. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, voluntarily and unqualifiedly waive the right to bargain collectively and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time this Agreement was signed.

ARTICLE XXIII
DURATION

This Contract shall become effective the First day of July, 2013, and shall continue in effect up to and including June 30, 2016.

ARTICLE XXIV
SAFETY

The Parties agree that safety is an ongoing concern and that from time to time safety policies will be established as conditions of employment which will be set forth and promulgated in the Island-Wide Policy Manual.

ARTICLE XXV
TRANSFER FROM OTHER ISLAND DISTRICTS

An employee who transfers from one Island School District to another Island School District without a break in service will be allowed to carry over to the new school district his/her accumulated sick days, and longevity and will be placed on the same step of the salary schedule as he/she enjoyed in the former school district.

ARTICLE XXVI
DENTAL INSURANCE

Effective July 1, 1999, in the elementary school systems, fifty (50%) percent of the premium cost will be paid by the Employer for those employees who voluntarily enroll in a Town or Regional dental insurance plan, if available. Proof of enrollment must be provided to the Employer.

ARTICLE XXVII
LONGEVITY

All employees will be provided longevity payments as follows:

After completing ten (10) years of continuous service	–	\$1,500.00
After completing fifteen (15) years of continuous service	–	\$1,980.00
After completing twenty (20) years of continuous service	–	\$2,280.00
After completing twenty-five (25) years of continuous service	–	\$2,700.00
After completing thirty (30) years of continuous service	–	\$3,600.00

ARTICLE XXVIII
HEALTH INSURANCE

- A. Seventy-five (75) percent of the cost of a Regional High School or Up-Island Regional School health insurance plan will be paid by the employer. The percentage of premiums in the elementary systems will be consistent with the vote of the respective Towns.
- B. The employer shall have the option to offer health insurance plans in addition to those specified herein so long as doing so is consistent with the requirements and limitations of Mass. G.L. c. 32B.
- C. The Towns will share in the cost of term life insurance.
- D. Insurance annuities shall, upon the request of the employee involved, be deducted from his/her salary over a period of time.
- E. Food Service retirees are entitled to the same percentage contribution and the same plan provided by the Town(s) to its/their retired employees, and as provided by the Region(s) to its/their employees.

ARTICLE XXIX
PAPERWORK

The Committees propose to seek ways to reduce the impact of paperwork on the food service staff, based upon the local situation in each district.

SIGNED AND SEALED this

day of

, 2016

FOR THE ASSOCIATION

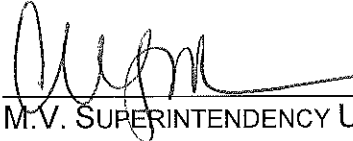


MARTHA'S VINEYARD REGIONAL
TEACHERS AND EDUCATORS
ASSOCIATION

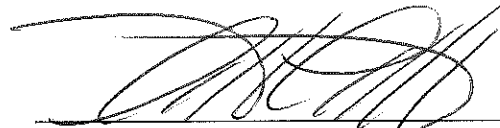


MARTHA'S VINEYARD EDUCATORS
ASSOCIATION

FOR THE SCHOOL COMMITTEES



M.V. SUPERINTENDENCY UNION # 19
SCHOOL COMMITTEE



MARTHA'S VINEYARD REGIONAL HIGH
SCHOOL DISTRICT COMMITTEE



UP-ISLAND REGIONAL SCHOOL
DISTRICT COMMITTEE

APPENDIX "A"

WAGE OPTIONS

Wages shall be paid in accordance with the following options. Employees will notify the Superintendent's Office of their chosen option for the year prior to the opening of school.

OPTION 1	-	22 EQUAL PAYMENTS
OPTION 2	-	26 EQUAL PAYMENTS

APPENDIX "B"

Salary Schedule 2016/2017 (+2%)

Class/Step	1	2	3	4	5	6	7	8	9	10	11
Head Cook	21.76	22.91	24.05	25.27	26.52	27.85	29.23	30.70	32.24	33.83	34.85
Assistant Cook	17.46	18.40	19.34	20.39	21.43	22.56	23.25	24.00	24.82	27.14	27.95
192 Day Helper	16.15	17.10	18.05	19.08	20.12	21.26	21.96	22.72	23.52	25.85	26.61
182 Day Helper	16.15	17.10	18.05	19.08	20.12	21.26	21.96	22.72	23.52	25.85	26.61

Salary Schedule 2017/2018 (+2%)

Class/Step	1	2	3	4	5	6	7	8	9	10	11
Head Cook	22.19	23.37	24.53	25.77	27.05	28.40	29.82	31.32	32.89	34.51	35.55
Assistant Cook	17.81	18.77	19.73	20.80	21.86	23.01	23.71	24.48	25.31	27.69	28.52
192 Day Helper	16.47	17.44	18.42	19.47	20.53	21.68	22.40	23.17	23.99	26.36	27.14
182 Day Helper	16.47	17.44	18.42	19.47	20.53	21.68	22.40	23.17	23.99	26.36	27.14

Salary Schedule 2018/2019 (+2%)

Class/Step	1	2	3	4	5	6	7	8	9	10	11
Head Cook	22.64	23.83	25.02	26.29	27.59	28.97	30.41	31.94	33.54	35.20	36.26
Assistant Cook	18.17	19.14	20.12	21.21	22.30	23.47	24.18	24.97	25.82	28.24	29.09
192 Day Helper	16.80	17.79	18.78	19.86	20.94	22.12	22.85	23.63	24.47	26.89	27.69
182 Day Helper	16.80	17.79	18.78	19.86	20.94	22.12	22.85	23.63	24.47	26.89	27.69