

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

CUSTODIANS

JULY 1, 2022 - JUNE 30, 2025

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TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I.	RECOGNITION	4
II.	MANAGEMENT RIGHTS	4
III.	GRIEVANCE PROCEDURE	4
IV.	RIGHTS AND RESPONSIBILITIES	6
V.	WORK CATEGORIES AND WORK YEAR	6
VI.	INITIAL STEP PLACEMENT	7
VII.	STEP ADVANCEMENT	7
VIII.	PROMOTIONS	8
IX.	PROBATIONARY PERIOD	8
X.	JUST CAUSE	9
XI.	SENIORITY	9
XII.	WORK LOCATION TRANSFERS	10
XIII.	JOB-RELATED DUTIES	10
XIV.	OVERTIME AND CALL BACK	11
XV.	PAID LEAVES OF ABSENCE	11
XVI.	PERSONAL LEAVE	12
XVII.	SICK LEAVE	13
XVIII.	UNPAID LEAVES OF ABSENCE	13
XIX.	HOLIDAYS	14
XX.	VACATIONS	15
XXI.	EVALUATION	16
XXII.	ASSOCIATION DUES AND DEDUCTIONS	16
XXIII.	REDUCTION IN FORCE	18
XXIV.	TUITION REIMBURSEMENT	19
XXV.	SUB-CONTRACTING	19
XXVI.	NIGHT SHIFT DIFFERENTIAL	19
XXVII.	GENERAL:	20
	A. MILEAGE	20
	B. SMOKING POLICY	20
	C. OFF CAMPUS DUTIES	20
	D. REPRODUCTION OF AGREEMENT	20
	E. TRANSPORTING STUDENTS	20
	F. METHOD OF PAY	20
	G. DRESS CODE	20
XXVIII.	LONGEVITY	21
XXIX.	WORKERS' COMPENSATION	21
XXX.	NO STRIKE CLAUSE	21
XXXI.	SCOPE OF AGREEMENT	22

XXXII.	SAVINGS CLAUSE	22
XXXIII.	DURATION	22
XXXIV.	SAFETY AGREEMENT	23
XXXV.	INSURANCE	23
XXXVI.	DENTAL INSURANCE	23
	APPENDIX "A" CUSTODIANS SALARY SCHEDULE	25

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, Up-Island Regional School District Committee and the Custodians Unit of the Martha's Vineyard Educators Association. The Union Committee, the Martha's Vineyard Regional High School District Committee, 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 full-time and regular part-time custodians, excluding all managerial, casual, and other employees.

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, rights, 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
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 – Principal:

An employee with a grievance shall present it in writing to the principal within ten (10) school days of the event on which the grievance is based. Within ten (10) school days of receipt of the grievance, the Principal will meet with the employee and with representatives of the Association in an effort to settle the grievance. When a group of employees allege a grievance, a class action may be brought at the Principal's level.

2. Level Two - Superintendent of Schools:

When and where appropriate, the matter may be brought to the attention of the Superintendent of Schools within five (5) school days of an adverse decision at Level One. Within ten (10) school days of receipt of a grievance, the superintendent will meet with the employee, the principal or immediate supervisor, and a representative of the Association in an effort to settle the grievance.

3. Level Three - School Committee:

Should the matter remain unresolved at Level Two, the written grievance may be brought to the attention of the appropriate School Committee within five (5) school days of an adverse decision by the Superintendent of Schools. The School Committee will, within thirty (30) school days of receipt of the written statement of grievance, meet with the employee, principal, superintendent, and a representative of the Association in an effort to settle the grievance.

4. Level Four – 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) school 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 their 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 violative 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.

ARTICLE IV
RIGHTS AND RESPONSIBILITIES

A. NON-DISCRIMINATION

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

B. PROTECTION/ASSAULT OR HARASSMENT

Employees shall report all cases of assault or harassment 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 or harassment 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 or harassment upon the employee.)

ARTICLE V
WORK CATEGORIES AND WORK YEAR

A. **WORK CATEGORIES:**

- a. Custodians will be classified as *Head Custodian* and as *Regular Custodian*.
- b. There will be only one Head Custodian in each building. It is understood that each building shall have one Head Custodian assigned to it.
- c. A substitute custodian, although not a member of the bargaining unit, will be placed on Step 1 - 4 of the regular salary schedule for pay purposes for the remainder of the substitute custodian's service based upon experience at the discretion of the building Principal/Head of School or their designee.
- d. A custodian who temporarily replaces a head custodian will be compensated each pay period on the head custodian's pay schedule; however, the regular custodian will maintain their regular custodian step.

B. WORK YEAR:

- a. Full-time: Full-time Custodians will work a twelve-month year at forty (40) hours per week.
- b. Part-time: Part-time Custodians are those who work (1) a 12-month year but less than forty (40) hours per week; or (2) less than a 12-month year.

The day before Thanksgiving shall be counted as a full day for pay purposes. Custodians will be dismissed at the same time as teachers and assistants as long as their respective responsibilities have been fulfilled, as determined by the Administrative Supervisor.

All vacation days should be considered 8-hour days whether taken in the summer or winter and may be applied to a forty (40) hour work week. A day is a day.

ARTICLE VI
INITIAL STEP PLACEMENT

- A. Employees will be initially placed on a step which is consistent with the employee's skill, training, and experience. Said determination will be made by the Superintendent of Schools.
- B. When an employee is initially placed at Step 1, that employee will move to Step 2 upon completion of the employee's probation period. However, if an employee's initial placement is at a step higher than Step 1, then that employee, upon completion of the probation period, will instead move to the next step in accordance with Article IX.

ARTICLE VII
STEP ADVANCEMENT

- A. Employees will be eligible to move to the next step on July 1 of each year. However, an employee who has served less than six (6) months as of July 1 will have to wait until the following July 1 to be eligible to advance to the next step.
- B. Those employees eligible to advance to the next step will move to the next step so long as said employee's evaluation merits said advancement.

ARTICLE VIII
PROMOTIONS

Excluding summer vacations, whenever a vacancy occurs in either a full-time or part-time position within a particular district, which the Committee intends to fill and which may be filled by a current member of the Unit in that district, or when a new position is created in that district, the Committee shall post a notice of the vacancy together with a description of the duties required of that position and the applicable pay rate will be appropriately publicized, to include the local newspapers and hiring websites, by the Superintendent listing it on the School District classified email and any other appropriate means until vacancy is filled. The Committee shall also send a copy of the notice to the Association president.

The Committee shall receive applications to fill vacancies or new positions from employees who believe themselves qualified by reason of experience, training, capacity, and general ability to execute proficiency in all the demands of the position. Applications must be in writing and must set forth the basis on which the applicant solicits consideration.

In considering candidates for a position, the Committee shall consider the professional background, knowledge, ability, skill and efficiency of the applicants, and other relevant factors. If the Committee reasonably determines that all those factors are equal, it shall give preference to applicants already employed in its district and the seniority of applicants employed by the district will be taken into consideration.

ARTICLE IX
PROBATIONARY PERIOD

- A. Each employee hired to fill a bargaining unit position shall serve a ninety (90) 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.
- B. Holidays will be available to said full-time employee during the employee's probationary period. However, during said probationary period, a full-time employee will accrue but may not use personal leave and vacation leave.
- C. Management reserves the right to assign responsibilities and duties to employees which are commensurate with the capabilities of each employee and which best serve the overall welfare of the school; however, normally, probationary employees shall not be placed in a supervisory role over more senior employees.
- D. If the Committee chooses to fill a bargaining unit position it will do so in a timely manner.

ARTICLE X
JUST CAUSE

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

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 XI
SENIORITY

Seniority is defined as the length of consecutive service from the first day of work as a regularly appointed employee in the district and within the work group in which the custodian(s) is employed.

Authorized leaves of absence with pay shall be considered time worked for purposes of seniority. Authorized leaves of absence without pay shall not be considered a break in service, but will not count toward seniority.

A. Part-time Personnel:

In the case of employees who are working less than one hundred (100%) percent for their respective Committee, their length of service status for the part-time period will be determined by multiplying the percentage of time worked against the total time period involved; i.e., employee employed by the Committee for forty (40%) percent of the full-time work year for a total of ten (10) years, forty (40%) percent x ten (10) years = four (4) years seniority, plus full-time employment, if any.

B. In the event of equal seniority, the Committee will review the evaluations in breaking a tie.

C. A separate seniority list for each school system shall be supplied by the Committee(s) annually not later than September 15 each year. If the Association does not challenge the list within thirty (30) days, the list shall stand as written. If there is a challenge, the Committee and the Association shall meet forthwith in an effort to resolve the challenge.

ARTICLE XII
WORK LOCATION TRANSFERS

The Committee retains the right to assign, distribute, and change work projects to employees. Whenever possible, such changes shall be mutually agreed upon by the Committee and the employee. No employee will be involuntarily transferred from one town to another or from any job location to the Central Office.

An employee desiring to transfer within their district shall submit a written request for transfer to the Superintendent and renew the request in writing annually. If the transfer is one that normally would take effect at the beginning of a school year, the employee shall file the request for transfer before March 15 of the preceding school year. When the Committee grants an employee's request for transfer, it shall notify the employee as soon as practical.

An employee who transfers from one Island School District to another Island School District without break in service will be allowed to carry over to the new school district their accumulated sick leave and accrued vacation time.

ARTICLE XIII
JOB-RELATED DUTIES

- A. In addition to keeping the buildings clean and maintaining said buildings and grounds, custodians are responsible for receiving all supplies, equipment, foodstuffs (including milk), books and other materials, and for distributing same throughout the buildings.
- B. All *custodians* are required to participate in two (2) mandatory training sessions related to their duties per year (AHERA, pesticides, water/air quality, OSHA, etc.). Each session shall be no more than four (4) hours and will be scheduled during work hours.
- C. All *head custodians* are required to participate in up to two (2) mandatory staff development days per year. Staff development sessions shall be limited to no more than four (4) hours per day, and such sessions shall be related to building maintenance, heating, electrical, a/c, irrigation systems, etc. as determined by the building Principal.
- D. Staff Development sessions referenced above will be scheduled during the superintendent-determined PD which will occur on one (1) full day in October. If the staff development sessions referenced above can only be scheduled at a time beyond the normal forty (40) hour work-week, each custodian so affected will be paid at the custodian's overtime rate for the time spent in training. If the training is scheduled off-Island, all directly related expenses will be reimbursed

(boat fare, travel, meals). When overtime staff development takes place off-Island, the overtime rate will apply to reasonable travel time incurred, but in no event will the total daily overtime exceed eight (8) hours. At the discretion of the Principal or their designee and taking into consideration cost and staffing, all training opportunities will be offered to all custodians within the building.

- E. Custodians will be paid a fifty dollar (\$50.00) stipend for any training that results in a certificate of completion – up to two times per year.

ARTICLE XIV
OVERTIME AND CALL BACK

- A. Custodial employees shall be paid at time and one-half (1 1/2) their regular straight hourly pay for all hours required by their supervisor over forty (40) hours in any week. There will be no pyramiding or duplication of overtime, or any premium pay. Stipends and differentials are not considered for purposes of overtime. Prior approval for overtime must be obtained from the supervisor. Paid holidays will be computed towards the forty (40) hours for overtime.
- B. Custodial employees must be called back to work by the building Principal or designee in order to receive a minimum of two (2) hours pay for that call back.
- C. For purposes of this Article, the Supervisor at the High School is the facilities manager. At the elementary schools, the Supervisor is the Building Principal.
- D. Any custodian required to work Sundays or Holidays will be paid at time and one-half (1 1/2) of their hourly rate, excepting the day before Thanksgiving.
- E. If a custodian is called in to work outside of their normally scheduled shift, the custodian has the right to work their normal shift and earn overtime for additional hours worked as appropriate.

ARTICLE XV
PAID LEAVES OF ABSENCE

- A. 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 the employee receives from the court for that service (exclusive of any travel allowance). If the employee is

notified the employee is not needed for jury duty or is released from jury service prior to 11:00 a.m., the employee shall report for work to be compensated for the day.

B. 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 their 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.

C. BEREAVEMENT LEAVE:

Each custodian shall be allowed up to five (5) days of leave with pay during each school year each time there is a death in their immediate family, siblings, in-laws, grandparents, or grandchildren. "Immediate family", as used in this section, includes parents, spouse, children, and spousal equivalents.

ARTICLE XVI
PERSONAL LEAVE

Each full-time employee and custodian working a full year at least forty (40) hours per week, shall be allowed up to six (6) days of personal leave within the eighteen (18) days of sick leave, with full pay during each school year, for the purpose of transacting or attending to personal, religious, legal, business, household, or family matters which require absence during regular school hours. However, School Year Custodians are allowed one day of personal leave per year. 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 the employee's building principal written notice including the reason of the employee's intention to take such leave at least three (3) school days in advance of the day the employee proposes to be absent.

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

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

ARTICLE XVII
SICK LEAVE

A. FULL-TIME CUSTODIANS

Full-time Custodians shall be allowed eighteen (18) days of sick leave each year for absences resulting from illness or accident to the employee. Unused sick leave may accumulate up to two hundred (200) days.

B. PART-TIME CUSTODIANS

Part-time Custodians will have sick leave pro-rated on the basis of their scheduled hours. As of July 1, 1990, only Part-time Custodians who have accumulated sick leave beyond the allotted cap will be grandfathered and allowed to retain their accumulated sick leave.

C. An employee, in the event of the serious illness of a member of their immediate family, may take sick leave up to the maximum allowance per job classification during any school year. For the purposes of this Agreement, the phrase "immediate family" is construed to mean parent, spouse or spousal equivalent, children and those others for whom a recognized legal responsibility exists.

D. BUY-BACK:

An employee, who retires through the County Retirement System after ten (10) years of continuous service in the local system, shall be paid for accumulated sick leave at the rate of thirty (\$30.00) dollars per day up to two hundred (200) days. Upon the death of an employee, the employee's estate will receive payment for accumulated sick leave at the above rate.

ARTICLE XVIII
UNPAID LEAVES OF ABSENCE

A. Military leave will be granted to any employee who is inducted in any branch of the armed forces of the United States. The period of such leave shall be the period of continuous service required by such induction but shall not continue into any period of additional voluntary service. Upon return from such leave, such employee will be placed on the salary schedule at the level the employee would have achieved if the employee had not been absent.

B. The Committee shall comply with the applicable Federal and State statutes with respect to parental leave.

- C. A leave of absence without pay or increment of up to two (2) years for the purpose of childrearing will be granted to an employee who either gives birth to or adopts a child. Upon return from a childrearing leave of absence, the custodian shall return to the step in the salary schedule which the custodian held prior to the commencement of such leave, unless the custodian began that leave subsequent to the February vacation, in which case the custodian shall proceed to the next step (provided the custodian does not return during the same school year) , and the custodian shall be restored as soon as a position for which the custodian is qualified becomes available, but in no event must an employee be returned in the midst of a school year.
- D. A leave of absence without pay or increment may be granted at the discretion of the Committee for the purpose of caring for a sick member of an employee's immediate family.
- E. Any employee whose absence because of a continuing illness or effects of accident extends beyond the period of sick leave available to the employee may be granted additional leave of absence without pay at the discretion of the school district.
- F. Any employee desiring a leave of absence heretofore described, or a leave of absence for any other reason not specified above, shall apply in writing to the Superintendent, indicating the period of proposed absence and the reason therefore. All applications for leaves or extensions shall be acted upon in writing.
- G. All benefits to which an employee was entitled at the time their leave of absence commenced will be restored to the custodian upon the their return, and the custodian will, if practical and consistent with the needs of the district, be returned to an assignment comparable to that which the custodian held immediately prior to going on leave.

ARTICLE XIX
HOLIDAYS

Part-time custodians scheduled to work a full calendar year will be entitled to thirteen (13) paid holidays with commensurate pay for the daily hours scheduled to work during that work week.

Full-time employees are entitled to the following fourteen (14) holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Patriots' Day
- Memorial Day

Juneteenth Independence Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans' Day
 Thanksgiving Day
 Day after Thanksgiving
 Day before Christmas or one-half (1/2) day before Christmas and one-half (1/2) day
 before New Year's *
 Christmas Day

** This applies only when school is not in session.*

Employees are entitled to take allowed holidays off with commensurate pay for the daily hours scheduled during that work period. If an employee is required to work for one of these holidays, they are entitled to receive straight time in addition to holiday pay. If an employee is normally scheduled to work on one of these holidays, they must work the day before and the day after the holiday to be eligible for Holiday pay.

The option of choosing either the day before Christmas as a holiday, or the one-half (1/2) day before Christmas and the one-half (1/2) day before New Year's is the option of the employee subject to the approval of the Principal or designee. Approval will not be unreasonably withheld. This holiday benefit is available only if it does not cost the employer any additional money to implement.

Provided that the approved calendar shows that there is no school for students and teachers on the Wednesday prior to the Thanksgiving holiday, custodians will not be required to work on that day.

ARTICLE XX
VACATIONS

A. All full-time employees and all custodial employees shall receive the following vacation benefits:

<u>LENGTH OF SERVICE</u>	<u>ACCRUAL PER YEAR</u>
After completing one (1) year	Twelve (12) days
After completing two (2) years	Fifteen (15) days
After completing five (5) years	Eighteen (18) days
After completing ten (10) years	Twenty (20) days
After completing fifteen (15) years	Twenty-five (25) days

B. A maximum of five (5) vacation days shall be carried over for the next fiscal year. Vacation days may be taken in June, July, and August with approval from the building principal. Vacation accrual will be computed on a pro-rata basis from the date of hire to the next July 1. Also, when an employee leaves

employment, it will be computed on a pro-rata basis from July 1 to the date of severance.

- C. No two custodians within a District will be allowed to take the same week of vacation unless approved in advance by the building principal. Custodians are encouraged to avoid taking vacation during the months of June, July, and August.
- D. Seniority will be used in developing a schedule.
- E. No more than two (2) weeks consecutively may be taken during the summer months.

ARTICLE XXI **EVALUATION**

- A. Each employee's work performance shall be evaluated once per year. Said evaluation shall take place prior to April 1st of each work year.
- B. All evaluation monitoring or observation of an employee's job performance shall be conducted openly.
- C. Each employee shall be given a copy of any formal evaluation and will have the right to discuss such evaluation with their evaluator. Formal evaluations shall include suggestions for improvement. The employee is required to sign the report, but their signature in no way indicates agreement with the contents which will be placed in the employee's personnel file. The employee may write a rebuttal statement to the evaluation.
- D. 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 their answer shall be reviewed by the Superintendent and attached to the file copy.
- E. When and if guidelines for evaluation are developed, they shall be made available to employees at the beginning of each year.

ARTICLE XXII **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 to 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 and fees 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 their duties, in a sum and with such surety or sureties as are satisfactory to the Town Treasurer.

The School Committee shall comply in accordance with M.G.L. Ch.66 10B and Ch. 150E 5A law and any dispute concerning the above shall be resolved under statutory procedures.

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. C. 71, 37B), and for payment of insurance premiums.

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 ASSOCIATION:

DATED
EMPLOYEE'S
SIGNATURE

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 XXIII
REDUCTION IN FORCE

- A. Each of the five (5) School Committees (Edgartown, Oak Bluffs, Tisbury, Martha's Vineyard Regional High School District and Up-Island Regional School District) as separate political bodies, retains the exclusive rights to make the decision to lay off and determine the number of employee positions which are needed in the school(s) under its jurisdiction and also retains the exclusive right to determine the number and type of employees to be laid off.
- B. In determining the order in which employees are to be laid off within their classification, the Committee shall consider seniority, significant overall competence, and the reasonable needs of the school district.
- C. When a position is reduced resulting in less than a full-time position, the reduction shall be considered a layoff under the terms of this Article. Personnel who have less than full-time assignments will be subjected to salary reductions and reduction of all other benefits.
- D. The Committee shall notify employees laid off under this section in writing of their layoff. To the fullest extent possible, a layoff will take effect at the end of the fiscal year (June 30). If possible, thirty (30) days' notice of layoff will be given.
- E. The Committee shall consider employees laid off under this section for recall within their respective classifications for a period of two (2) years from the effective date of their layoff in the inverse order in which they were laid off, if they notify the Superintendent in writing that they will be available for recall.
- F. If the Committee decides to recall an employee laid off under this section, it shall mail a notice offering re-employment to the employee at the most recent address on file submitted to the administration by the employee. If the employee does not accept the offer of re-employment within two (2) weeks after notification by the Committee, the Committee need not re-employ the employee.

ARTICLE XXIV
TUITION REIMBURSEMENT

The Committee shall reimburse employees for tuition for courses taken by them to improve their ability to perform the duties of their positions at school, subject to the following conditions:

- A. Commencing in year two, the maximum reimbursement by the committee for any employee is not to exceed \$500 per contract period (3 years) as approved by the building principal.
- B. To qualify for tuition reimbursement, courses must be conducted by accredited colleges or universities or by accredited professional training schools approved by the Committee.
- C. To qualify for tuition reimbursement, courses outside must be approved in writing in advance by the Superintendent.
- D. The Committee shall make reimbursement after the employee submits evidence of satisfactory completion of each course. To be eligible for reimbursement, the custodian must still be employed by the Committee when the custodian submits evidence of course completion.
- E. Course reimbursements are not available to employees who are on leave of absence without pay.

ARTICLE XXV
SUB-CONTRACTING

Work presently performed by bargaining unit members will not be sub-contracted out when it will cause the actual termination of any bargaining unit employee.

The Committee reserves the right to engage outside agencies to manage operations within the school system but will ensure that said outside agencies will honor the collective bargaining agreement.

ARTICLE XXVI
NIGHT SHIFT DIFFERENTIAL

Custodians will be entitled to a night shift differential at the rate of one dollar (\$1.00) per hour for those custodians regularly assigned to the night shift whose contiguous hours cause a Custodian to work to 9:00 p.m. and beyond.

The night shift differential is not allowed for people who have been called back at night and it also does not apply to those who work overtime which causes them to work at night.

ARTICLE XXVII
GENERAL

A. MILEAGE:

Employees requested by management to use their vehicle to effectuate their work responsibility shall be reimbursed per mile at the reimbursement rate recognized by the Internal Revenue Service. Said employees must fill out a mileage form provided by the Superintendent's office in order to be reimbursed.

B. SMOKING POLICY:

Smoking shall not be permitted in school buildings nor on school grounds or school vehicles.

C. OFF-CAMPUS DUTIES:

The Committee shall pay each employee the custodian(s) daily pay if it requires the custodian(s) to attend conferences, institutes or other off-campus functions.

D. REPRODUCTION OF AGREEMENT:

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.

E. TRANSPORTING STUDENTS:

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

F. CUSTODIAN – METHOD OF PAY

Custodians will be paid only for time-worked on a bi-weekly basis.

G. DRESS CODE

Custodians will wear appropriate attire or a school-issued uniform as agreed upon by the Head Custodian and Principal, or their designee. Attire deemed inappropriate includes, but is not limited to, open-toed shoes, tank tops, and shirts that advertise alcohol or firearms. The building Principal has final say on what is considered appropriate attire.

ARTICLE XXVIII
LONGEVITY

Longevity shall be defined as years of continuous service to the Districts of the Martha's Vineyard Public Schools. To get a full year's credit, an employee must be at least a .5 FTE. Employees that work less than .5 FTE will receive prorated credit.

After completing 10 years through 14 years	\$1,750
After completing 15 years through 19 years	\$2,530
After completing 20 years through 24 years	\$2,830
After completing 25 years through 29 years	\$3,250
After completing 30+ year	\$4,150

ARTICLE XXIX
WORKERS COMPENSATION

The Committee shall pay an employee who receives injuries arising out of and in the course of their employment the compensation provided by M.G.L. Chapter 152, 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 or vacation time on a pro-rata basis. In no case will this combined payment exceed the employee's regular pay.

ARTICLE XXX
NO STRIKE CLAUSE

The Association, on its 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 Association further agrees that it will not unlawfully interfere with or restrain any person from seeking employment with the School Committee during the term of this Agreement. The Association further agrees that any employee covered by this Agreement who violates this provision, or any part thereof, subjects themselves to disciplinary action.

ARTICLE XXXI
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 XXXII
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 XXXIII
DURATION

This contract shall become effective the First Day of July 2022 and shall continue in effect, with regard to language only, to and including the Thirtieth Day of June 2025 and shall continue in effect from year to year unless by December 15 in any succeeding year either party notifies the other in writing of its desire to terminate the Contract.

The Wage Scales included herein shall be in effect for the period of July 1, 2022, to and including June 30, 2025, or as extended in successive years by mutual agreement of the parties hereto.

ARTICLE XXXIV
SAFETY AGREEMENT

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 XXXV
INSURANCE

- A. Seventy-five (75) percent of the cost of a Regional High School – and 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 Towns will share the cost of term life insurance.
- C. Insurance annuities shall, upon the request of the employee involved, be deducted from the custodian’s salary over a period of time.
- D. Custodian 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 retired employees.
- E. The Employer shall have the option to offer health insurance plans in addition to those currently offered so long as doing so is consistent with the requirements and limitations of Mass. G.L. c. 32B.

ARTICLE XXXVI
DENTAL INSURANCE

Fifty (50%) percent of the cost of a Regional High School and Up-Island Regional School dental insurance plan will be paid by the Employer-whether it is an individual or a family plan.

In the elementary 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 plan if available. Proof of enrollment must be provided to the Employer.

SIGNED AND SEALED this day of , 2022.

FOR THE ASSOCIATION

FOR THE SCHOOL COMMITTEES

MARTHA'S VINEYARD EDUCATORS
ASSOCIATION

M.V. SUPERINTENDENCY UNION # 19
SCHOOL COMMITTEE

MARTHA'S VINEYARD REGIONAL HIGH
SCHOOL DISTRICT COMMITTEE

UP-ISLAND REGIONAL SCHOOL
DISTRICT COMMITTEE

APPENDIX “A”

In year one, all Custodians will receive a one-time payment of \$1,000. In each of the years two and three, all Custodians will receive a one-time payment of \$1,500.

Custodians' Salary Schedule 2022/2023 (+2.00%, Based on 261 Days work)

Class/	1	2	3	4	5	6	7	8	9	10
Head	27.61	28.83	30.16	31.54	32.96	35.13	36.53	37.97	39.49	41.07
	\$57,65	\$60,19	\$62,97	\$65,85	\$68,82	\$73,35	\$76,27	\$79,28	\$82,45	\$85,75
Regular	24.41	25.66	26.96	28.34	29.74	31.88	33.17	34.50	35.88	37.32
	\$50,96	\$53,57	\$56,29	\$59,17	\$62,09	\$66,56	\$69,25	\$72,03	\$74,91	\$77,92

Custodians' Salary Schedule 2023/2024 (+2.50%, Based on 260 Days work)

Class/	1	2	3	4	5	6	7	8	9	10
Head	28.30	29.55	30.91	32.33	33.78	36.01	37.44	38.92	40.48	42.10
	\$58,86	\$61,46	\$64,29	\$67,24	\$70,26	\$74,90	\$77,87	\$80,95	\$84,19	\$87,56
Regular	25.02	26.30	27.63	29.05	30.48	32.68	34.00	35.36	36.78	38.25
	\$52,04	\$54,70	\$57,47	\$60,42	\$63,39	\$67,97	\$70,72	\$73,54	\$76,50	\$79,56

Custodians' Salary Schedule 2024/2025 (+2.50%, Based on 261 Days work)

Class/	1	2	3	4	5	6	7	8	9	10
Head	29.01	30.29	31.68	33.14	34.62	36.91	38.38	39.89	41.49	43.15
	\$60,57	\$63,24	\$66,14	\$69,19	\$72,28	\$77,06	\$80,13	\$83,29	\$86,63	\$90,09
Regular	25.65	26.96	28.32	29.78	31.24	33.50	34.85	36.24	37.70	39.21
	\$53,55	\$56,29	\$59,13	\$62,18	\$65,22	\$69,94	\$72,76	\$75,66	\$78,71	\$81,87