

A G R E E M E N T

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

FOOD SERVICE WORKERS

JULY 1, 2022 – JUNE 30, 2025

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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 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.

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, 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
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 the Food Service Worker's 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 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 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 their duties, the person assuming those responsibilities for one or more days will be paid at their present step, but on the appropriate level (e.g. Assistant Cook on Step 3 would receive pay as Head Cook Step 3).

A substitute Food Service Worker, although not a member of the bargaining unit, will be placed on the day helper salary schedule for pay purposes for the remainder of their service based upon experience at the discretion of the building supervisor.

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. Such sick leave may accumulate to the extent it is not used, up to two hundred (200) 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 two hundred (200) days. Upon retirement, staff will have the opportunity to buy back accumulated unused sick leave at the rate of thirty dollars (\$30.00) after thirteen (13) years of service days.

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 their 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

Each FSW 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.

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 they receive from the court for that service (exclusive of any travel allowance). If the employee is notified they are not needed for jury duty or is released from jury service prior to 11: 00 a.m., they 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 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.

E. PERSONAL DAYS

Of the 15 Sick Days, as stipulated in Section A, each employee shall be allowed up to six (6) 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 their appropriate supervisor written notice including the reason of their intention to take such leave at least three (3) school days in advance of the day they propose 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 FAMILY LEAVE

Parental leave without pay shall be granted in compliance with applicable state and federal laws and regulations. Other leaves without pay may be granted by the School Committee at its discretion. Due consideration will be given to each request.

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 their 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 their 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 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. 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, their 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. Compensation from the Committee will continue only until sick leave time is exhausted.

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 Association, on its own behalf and on behalf of each employee in this unit, agrees that during the term of this Agreement it 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 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 their 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 2022 and shall continue in effect up to and including the Thirtieth Day of June 2025.

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 their accumulated sick days and longevity, and will be placed on the same step of the salary schedule as they 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

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 and be a member of the Dukes County Retirement System. Employees that work less than .5 FTE will receive a prorated credit.

All employees will be provided longevity payments as follows:

After completing ten (10) years of continuous service	–	\$1,750.00
After completing fifteen (15) years of continuous service	–	\$2,530.00
After completing twenty (20) years of continuous service	–	\$2,830.00
After completing twenty-five (25) years of continuous service	–	\$3,250.00
After completing thirty (30) years of continuous service	–	\$4,150.00

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 their 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.

Paperwork duties are determined on a per-building basis, to be outlined by each buildings' respective head cook and building principal(s) and added to this contract via a Letter of Agreement prior to the end of the first year of this agreement.

ARTICLE XXX
VACATION

- A. All Food Service Workers shall receive the following paid vacation benefits:
 - After completing one (1) year, one (1) day
 - After completing two (2) years, two (2) days
 - After completing five (5) years, three (3) days
 - After completing ten (10) years, four (4) days
 - After completing twenty (20) years, five (5) days

- B. 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 (2) Food Service Workers within a school building will be allowed to take the same week's vacation unless approved in advance.
- D. Seniority will be used in developing a vacation schedule.
- E. In each building, vacation schedules will require advance administrative approval.
- F. Vacations cannot be taken in blocks longer than two (2) weeks unless receiving prior approval from the Superintendent.

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”

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”

In the first year of the agreement, all Food Service Workers will receive a one-time payment of \$1,000. In the second year of the agreement, all Food Service Workers will receive a one-time payment of \$1,500. In the third year of the agreement, all Food Service Workers will receive a one-time payment of \$1,500.

Salary Schedule 2022/2023(FY22 +2.00%)

Class/Step (New)	1	2	3	4	5	6	7	8	9	10
Head Cook	27.35	28.72	30.15	31.66	33.24	34.90	36.65	38.48	40.41	42.43
Assistant Cook	21.95	23.04	24.19	25.40	26.67	28.01	29.41	30.88	32.42	34.04
192 Day Helper	20.89	21.94	23.03	24.17	25.39	26.66	27.99	29.39	30.86	32.40
182 Day Helper	20.89	21.94	23.03	24.17	25.39	26.66	27.99	29.39	30.86	32.40

Salary Schedule 2023/2024 (FY23 +2.50%)

Class/Step	1	2	3	4	5	6	7	8	9	10
Head Cook	28.03	29.44	30.90	32.45	34.07	35.78	37.56	39.45	41.42	43.49
Assistant Cook	22.50	23.62	24.80	26.03	27.34	28.71	30.14	31.65	33.23	34.89
192 Day Helper	21.41	22.49	23.61	24.78	26.02	27.33	28.69	30.12	31.63	33.21
182 Day Helper	21.41	22.49	23.61	24.78	26.02	27.33	28.69	30.12	31.63	33.21

Salary Schedule 2024/2025 (FY24 +2.50%)

Class/Step	1	2	3	4	5	6	7	8	9	10
Head Cook	28.73	30.18	31.68	33.26	34.92	36.67	38.50	40.43	42.46	44.58
Assistant Cook	23.06	24.21	25.42	26.68	28.02	29.43	30.90	32.44	34.06	35.76
192 Day Helper	21.95	23.05	24.20	25.40	26.67	28.01	29.41	30.87	32.42	34.04
182 Day Helper	21.95	23.05	24.20	25.40	26.67	28.01	29.41	30.87	32.42	34.04