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ARTICLE - 1 - RECOGNITION

The Nashoba Valley Technical High School District Committee recognizes the Nashoba Valley Technical High School Federation of Teachers, Local 3234, American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative for all full and part-time cafeteria employees, excluding the cafeteria manager, confidential, managerial and all other employees.

ARTICLE - 2 - DEFINITIONS

- A. Employee - A person who is hired by the Superintendent to fill a vacancy or new position. Such person shall be considered a permanent employee.
- B. Federation - The term Federation shall mean the Nashoba Valley Technical High School Federation of Teachers, Local 3234, AFT, AFL-CIO, cafeteria employees.
- C. District - The term District shall mean the Nashoba Valley Technical High School District.
- D. Committee The term Committee shall mean the said District School Committee or its agents.
- E. Substitute employee- a person hired by the Administration, usually for not more than thirty (30) calendar days, to replace an employee on leave of absence.
- F. Second Cook- the term “second cook” shall mean an employee appointed by the administration with additional duties.

ARTICLE - 3 – COMPENSATION

- A. **The hourly rate for employees shall be as follows:**

	<i>2007-2008</i>	<i>2008-2009</i>	<i>2009-2010</i>
Employees per hour	<i>\$13.42</i>	<i>\$13.82</i>	<i>\$14.24</i>
Second Cook per hour	<i>\$14.09</i>	<i>\$14.51</i>	<i>\$14.95</i>

- B. *Any member of the bargaining unit who has competed three (3) years of service shall receive an additional \$.40 per hour effective on the anniversary date of his/her employment.*
- C. For the purpose of salary payment, employees serving more than ninety (90) days in one school year will be given credit for one year’s service.

- D. All evenings, Saturday, and Sunday work will be at the rate of time and one-half (1 ½).
- E. It is agreed that cafeteria employees shall be required to work one hundred eighty-two (182) days during the school year; for any other times they will be requested to volunteer but if no employees volunteer, then the administration may so direct.
- F. In the event that an employee is unable to report for work at the scheduled time, such employee shall not suffer loss of pay except for the actual time not worked.
- G. The Employer shall furnish the employees with up to one (1) pair of work shoes per school year, which shall be replaced on an as needed basis
- H. When breakfast is being served, cafeteria workers who work the breakfast shall be paid a minimum of four (4) hours.
- I. Bargain unit members who have had perfect attendance excepting absence for jury duty, absence caused by subpoena to court, or absence for bereavement leave shall be paid an incentive of \$500 to be paid by separate check in the first payroll after the end of the work year. Proof of jury service, a copy of the subpoena or appropriate bereavement verification must be provided to the Superintendent prior to taking the leave but in no event later than fourteen calendar days after the absence in order to be excepted from perfect attendance.

ARTICLE - 4 - INSURANCE

A. Medical Insurance

1. The employee's share of the premium payment for medical insurance may, at the employee's option is made pursuant to the Committee's section 125 cafeteria benefits program. At the employee's option, his/her share of the premium payment for medical insurance shall be made on a pre-tax basis, in accordance with the District's "Cafeteria Benefits Program" established under the guidelines of the Internal Revenue Code Section 125.
2. In any plan year for which the medical insurance premium increases more than ten percent (10%), the bargaining unit members will pay fifty percent (50%) of the excess for that year only, except that the bargaining unit member's share of the total shall not be more than fifty percent (50%). In the subsequent plan year, the Committee will revert to its regular eighty percent (80%) payment of the total premium cost, subject to additional adjustment for the new plan year. * In addition, the Committee will make available to the employees in the bargaining unit an HMO option. The Committee contribution toward the premium cost of the HMO plan shall be the same percentage as for the above comprehensive medical insurance plan. No change from the Mass Bay Health Trust will occur unless first negotiated with the Union.

B. Dental Insurance*

The Committee will implement Delta Dental Premier Plan and contribute 50% of the premium costs if sufficient subscribers enroll as required by the plan. If dental insurance becomes a part of the benefits package, the Committee's contribution towards medical insurance will be seventy-five percent (75%).

C. Life Insurance

The Committee shall pay fifty percent (50%) of the premium cost of fifty thousand dollar (\$25,000) life insurance policy for each bargaining unit member.

D. Worker's Compensation

Employees shall be covered by Worker's Compensation.

E. Bonus Leave In Lieu of Medical Insurance

Employees, who for ten (10) consecutive years, do not participate in the medical insurance program, will receive one (1) additional week's *Bonus Leave*.

F. Long Term Disability

Employees have the opportunity to participate in a long-term disability insurance plan that has a 180 calendar day waiting period. Payroll deduction when authorized by an employee will be available. If at least 75% of the bargaining unit elects to participate in the plan, then each fiscal year in which the participation is 75% or more the Committee will pay 50% of the premium for the insurance. Otherwise, employees who elect to participate will be responsible for 100% of the premium.

ARTICLE - 5 - TAX FREE ANNUITY

All members of the bargaining unit shall be allowed to take advantage of whatever federal law may be in force concerning tax-free annuities.

ARTICLE - 6 - DUES DEDUCTION

It is agreed that Federation dues shall be deducted from the salary of an employee who makes said request in writing to the Superintendent. Such request is to be made thirty (30) days prior to the effective date: and the District shall transmit such monies to the Federation once monthly.

ARTICLE - 7 - SEVERANCE PAY

- A. Upon leaving the employment of the District in good standing, as determined by the Superintendent~ an employee who has accumulated a minimum of sixty (60) sick leave days shall receive compensation for those days in excess of sixty (60) sick leave days at fifty percent (50%) of said employee's then daily rate of pay.
- B. Employees on the payroll as of the effective date of this Agreement will receive the severance compensation for sick days in excess of thirty (30) days provided they have a minimum of one-hundred and five (105) accumulated sick days on the effective date of this Agreement. Employees who meet these criteria will be grand fathered under this language if they leave employment before qualifying for the new benefit in §A and will continue under these terms until they reach 180 days of accumulated sick leave. When employees have accumulated one hundred eighty days (180) of sick leave, their severance pay will be paid pursuant to §A.

ARTICLE - 8 - PAID LEAVES OF ABSENCE**A. Bonus Pay**

1. One (1) week of **bonus pay** will be paid to employees who have worked a minimum of six (6) months during the school year. The established hourly rate for the positions described in Article 3, multiplied by the average number of hours worked per week, shall determine the amount of **bonus pay**.
2. **Bonus pay** will be paid at the end of the school year but not later than June 30th.
3. After five (5) years of service, an additional one (1) week's pay shall be payable in the Christmas paycheck. **After twelve (12) years of service an additional one (1) week's pay shall be payable in the paycheck prior to the February school vacation.** The amount of said pay shall be determined as set forth above.
4. As used herein, one (1) week shall mean five (5) workdays.

B. Holidays

1. Employees will be paid for all holidays that occur during the school year as set forth below:

a. New Year's Day	f. Memorial Day
b. Martin Luther King Day	g. Columbus Day
c. President's Day	h. Veteran's Day
d. Patriot's Day	i. Thanksgiving Day
e. Good Friday (if no school)	j. Christmas Day

2. Paid holidays shall apply only to those said employees who have worked the scheduled “work” days immediately preceding and following said holidays except if an in-patient in a hospital or a death in the family.
3. Employees who begin work prior to Labor Day and work the appropriate days pursuant to paragraph 2 above, shall be paid for Labor Day.

C. Sick Leave

1. Sick days will be accumulated at the rate of one and one-half (1 ½) days per month, for a total of fifteen (15) days per year, and up to a maximum of one hundred eighty (180) days.
2. Sick leave may not be used for any other purpose except sickness or injury to the employee.
3. The District may require a doctor’s certificate for an employee upon return from absence exceeding three (3) consecutive days. If an employee is under a doctor’s care, a doctor’s certificate may be requested from the employee. If management requests a physical exam, the employee shall not be required to bear the expense, except if covered through his/her health insurance. All medical information shall be held in the strictest confidence and revealed only on a need to know basis.
4. Sick leave may be used in half (½) day increments provided no substitute worker is hired to replace the absent worker. A half-day (½) will be computed as exactly one-half (½) the number of hours the employee is scheduled to work. Sick leave time of less than one-half (½) the number of hours will be computed as a half (½) day.
5. Employees will be notified in writing of their accumulated sick leave during the month of September.

D. Bereavement Leave

1. Employees will be entitled to bereavement leave without loss of pay as follows:
 - a. Five (5) days leave will be granted without loss of pay due to the death of a spouse, children, sibling, parents, or grandparents of said employee.
 - b. A maximum of three (3) days leave will be granted without loss of pay due to the death of any member of the family of an employee.
 - c. Bereavement leave days must be consecutive and must include the day of the funeral.
2. The term “family shall include father-in-law, mother-in-law, or other relative living with the said employee.

E. Maternity Leave

Maternity leave will be given to female employees in accordance with the Family Medical Leave Act.

F. Personal Leave

1. In each school year, the employees shall be entitled to two (2) days leave with pay for personal business or legal obligations that cannot effectively be conducted outside of work hours.
2. Requests for such leave must be made in writing to the Superintendent as early as possible and not less than seventy-two (72) hours before such absence occurs, whenever possible. No request for personal leave will be submitted so as to extend a holiday or vacation period. The Superintendent may in his/her absolute discretion disapprove such request if, in his/her opinion, such leave is not in compliance with the above, however, no request shall be unreasonably denied. At the absolute discretion of the Superintendent, additional days may be granted, based on reasons and need, but without compensation.

G. Jury Duty

An employee who is required to perform jury service will be paid his/her regular wages while absent from work due to jury duty. All payments made to the employee as compensation for jury duty shall be turned over to the District, or the employee may choose to forfeit the regular wages in lieu of the jury duty fee.

ARTICLE - 9 - UNPAID LEAVES OF ABSENCE

A. General Leave

An employee may request an unpaid leave of absence that may be granted at the discretion of the Superintendent.

B. Family Medical Leave

The Committee will grant family leave in accordance with the Family Medical Leave Act.

ARTICLE - 10 - WORK SCHEDULE

Employees who work four and one-half (4 ½) hours will be granted a paid thirty (30) minutes lunch period and a paid ten (10) minutes work break. Those employees who work less than four and one-half (4 ½) hours shall be granted a paid ten (10) minutes work break. It is required that all employees, at the discretion of the Cafeteria Manager, will be available for duty one (1) day before the opening of school and at least one (1) day following the close of school. For the purpose of this Article, the opening day of school shall be the first day that students are to report for school. The supervisor may request employees to work earlier than this time, but such reporting days shall be voluntary.

ARTICLE - 11 - SNOW DAYS

- A. All employees shall be paid for two (2) snow days at the hourly rate of pay for days when school is closed due to stormy weather.
- B. If there is a school opening delay, the employees will be paid for the entire day and it will not be deducted from the total maximum snow days to be paid as provided in §A. above.

ARTICLE - 12 - DUTIES

- A. Employees shall work under the direct supervision of the Cafeteria-Manager-Cook. The employees are required to keep all supplies in an orderly manner as directed. Employees shall not be required to do heavy washing of walls, windows or paint, at any time. In an emergency, additional duties may be assigned on a temporary basis provided they are performed in the kitchen/cafeteria area. For the purposes of this Article, emergency shall mean unforeseen circumstances not under the control of management.
- B. Employees may be required at the discretion of the Superintendent; to work additional hours on those days when senior citizen or other similar district sponsored luncheons are scheduled.
- C. When an employee has filled a vacancy for five (5) consecutive working days that pays a higher hourly rate, said employee shall be compensated at the higher rate of pay starting on the sixth (6th) working day.
- D. A probationary period of three (3) months shall be served by an employee in a new or existing position. At the end of such time the employee shall either be appointed or returned to the former position.
- E. Employees shall be given training for any new equipment installed in the kitchen. Such training shall be with pay and at no cost to the employee.

ARTICLE - 13 - NEW POSITIONS AND VACANCIES

- A. Cafeteria employees shall be notified by posting of any vacancies or new positions occurring in the cafeteria program.
- B. If any new position is established within the bargaining unit covered by the Agreement, the School Committee shall negotiate with the Federation regarding the wages, hours, and conditions of employment for said position.
- C. The chairperson of the cafeteria employees unit shall be notified any transfer, appointment, or resignation of members of the bargaining unit as a result of School Committee action.
- D. Substitute employees shall not be used to fill bargaining unit positions for more than thirty (30) days unless the substitute is replacing an employee on a leave of absence.

ARTICLE - 14 - EVALUATIONS

- A. Employees shall be given notice of the criteria for evaluations, and/or a copy of the evaluation tool, at least sixty (60) calendar days prior to the evaluation if there are to be any changes in the evaluation process or criteria.
- B. Each individual shall receive a copy of his/her evaluation. Employees may respond in writing within five (5) school days and the response shall be attached to the evaluation. The employee shall sign the evaluation. This signature indicates receipt of the evaluation and in no way signifies agreement with the evaluation. Evaluations for the current school year shall be completed by May 30. Any evaluation conducted after May 30 is considered a part of the subsequent year's record. If an evaluation is conducted at such time that less than five (5) school days remain in the work year, the employee's response must be completed and attached to the evaluation within seven (7) calendar days of receipt of the evaluation by the employee.

ARTICLE - 15 - PERSONNEL FILES

- A. Employee files shall be maintained under the following circumstances:
 - 1. Only one (1) file will be maintained in the office of the Superintendent and the employee shall be given access to his/her file at reasonable times.
 - 2. No material derogatory to an employee's conduct, service, character or personality shall be placed in the file by an administrator unless the employee is sent a dated copy at the time.
 - 3. The employee shall have the right to submit a response to the statement. The employee's answer shall also be included in the file.

4. Upon receipt of a written request, the employee shall be furnished a reproduction of any material in his/her file for a nominal fee.
- B. Official grievances filed by any employee under the grievance procedure as outlined in this Agreement shall not be placed in the personnel file of the employee nor shall it be used in any recommendation for job placement.

ARTICLE - 16 - REPRIMAND AND REPRESENTATION

- A. In the event that a cafeteria employee is to be disciplined, separated or otherwise discharged, such employee shall be given the reason(s) in writing.
- B. A cafeteria employee has the right to be represented by the Federation at any meeting with a member of the administration when there is probable cause to believe that the purpose of the meeting is for disciplinary action.
- C. In the event an employee is to be criticized by the administration, such criticism shall be made privately, not in the presence of other employees or students.

ARTICLE – 17 - RESPECT AND DIGNITY

Employees and supervisors agree that they will treat each other as well as their colleagues with courtesy and respect.

ARTICLE - 18 - PHYSICAL EXAMINATION

Employees shall be required to have a physical examination annually at the District's expense; if performed by a physician designated by the District. However, if an employee prefers to have the examination performed by a physician other than one designated by the District, the employees may do so at the employee's own expense, provided however, that such physician elected by the employee must be approved by the District. A written report of such examinations shall be provided to the Superintendent. All medical information shall be held in the strictest of confidence and revealed only on a need to know basis.

ARTICLE - 19 - GRIEVANCE PROCEDURE

A. Definition

1. A grievance is defined as an expressed violation, express misinterpretation, and unfair or inequitable application of the specific terms of the Agreement. In processing a grievance, it must be reduced to writing, setting forth specifically the grievance and the section(s) of the Agreement that were violated.

2. As used in this Article, the term “employee” shall mean either one or more employees.

B. Adjustment of Grievance

1. Level 1 - Supervisor

- a. An employee may present a grievance to the Manager-Cook within fourteen (14) calendar days following knowledge by the grievant of the act or condition that is the basis of the complaint. Failure to present the same in writing within the time limits constitutes a waiver of the grievance.
- b. The employee and the Manager-Cook shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may be represented by the Federation, but the employee must be present at said conference. Whenever an employee presents a grievance to the Manager-Cook, the -Manager-Cook shall give the Federation representative the opportunity to be present and state the views of the Federation.
- c. The Manager-Cook shall communicate his/her decision to the aggrieved employee and to the Federation representative who participated within ten (10) calendar days after receiving the complaint. The said decision shall be in writing.

2. Level 2 - Superintendent

- a. If the grievance is not settled at Level 1, the aggrieved employee may appeal from the decision at Level 1 to the Superintendent within ten (10) calendar days after the decision of the Manager-Cook has been delivered. The appeal shall be in writing and shall set forth specifically the reasons for the appeal.
- b. The Superintendent, or his/her designated representative, shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint.
- c. The Superintendent shall communicate his/her decision to the aggrieved employee within ten (10) calendar days after receiving the appeal. The decision shall be in writing.

3. Level 3 - Committee

- a. If the Superintendent and the grievant do not reach a satisfactory resolution of the grievance, the grievant may appeal to the School Committee within ten (10) calendar days after receipt of the Superintendent’s reply.
- b. The Committee shall meet with the aggrieved bargaining unit member within ten (10) calendar days of receipt of the appeal or if there is no regularly scheduled

meeting within said time, then at the next regularly scheduled meeting with a view of attaining mutual resolution of the complaint. The aggrieved bargaining unit member and the appropriate Federation representative shall be given at least two (2) calendar days notice of the meeting and an opportunity to be heard.

- c. The Committee shall communicate its decision in writing within ten (10) calendar days of the next regularly scheduled Committee meeting after hearing the appeal.

ARTICLE – 20 – UNIFORMS

All bargaining unit members shall be required to wear uniforms during working hours. Uniforms will either be provided by a service or purchased at the school's expense (two uniforms per person). Prior to the start of the school year, bargaining unit staff (as a unit) will inform the Superintendent of their decision.

ARTICLE - 21 - DURATION

The duration of this Agreement shall be from July 1, 2007, to and including June 30, 2010.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this

Agreement this _____ day of _____ 2008. -

NASHOBA VALLEY TECHNICAL HIGH
SCHOOL FEDERATION OF TEACHERS

NASHOBA VALLEY TECHNICAL HIGH
SCHOOL DISTRICT COMMITTEE

Kevin McDermott, President

Kevin McKenzie, Chairman