

Collective Bargaining Agreement

between

**Old Colony Regional Vocational
Technical High School District**

and

Teamsters Union Local No. 59

2020-2021

2021-2022

2022-2023

September 1, 2020 – August 31, 2023

Index

Article	Page
Access to Premises.....	48
Accident Benefits.....	36
Agendas to Union	44
Athletic Stipends: Schedule B – 2020-2021	56
Athletic Stipends: Schedule B – 2021-2022	57
Athletic Stipends: Schedule B – 2022-2023	58
Briefing/Debriefing Days.....	26
Committee/Superintendent Rights	5
Disciplinary Action.....	13
Adverse Action	13
Admonishment.....	13
Reprimand.....	13
Suspension	14
Dismissal.....	14
Dues Deduction.....	43
Duration of Contract	63
Employee Files.....	15
Evaluation	12
Evening School	37
Extra Curricular Stipends, Schedule C: 2020-2023	59
General	44
Grievance Procedure.....	39
Definition.....	39
Time Limits.....	39
Adjustment of Grievances.....	39
General Provisions.....	41
Holidays	27
Insurance, Health	45
Insurance, Life	45
Insurance, Disability	45
Jurisdiction.....	2
Leave of Absence - Extended:	30
Sabbatical.....	30
Military	30
Maternity.....	31
Family Illness.....	33
Personal Illness	33
Maintenance of Rights	34
Request for Leave	34
Extension of Leave	34
Leaves of Absence - Temporary	28
Bereavement	28
Emergency	28
Trade Oriented	28

Jury Duty	29
Longevity	52
Lunch Period	25
Meeting, Staff	26
Methods of Payment	6
Installments	6
Prorations	6
Accumulated Payments.....	6
Extra Work/Extra Pay	6
Direct Deposit	6
License Reimbursement.....	7
No Strike, No Lockout.....	4
Non-Discrimination	2
Non-Teaching Duties.....	47
Collection of Money	47
Personnel File.....	15
Preamble	1
Protection	35
Pupil/Teacher Ratio	10
Academic	10
Shops & Labs.....	10
Physical Education.....	10
Guidance Counselors	10
Recognition	2
Reduction in Force.....	50
Salary Increment Increases	8
Vertical Advancement	8
Levels.....	8
Definitions.....	8
Tuition Reimbursement	9
Professional Development.....	9
Salary, Schedule A – 2020-2021	53
Salary, Schedule A – 2021-2022	54
Salary, Schedule A – 2022-2023	55
Schedule, Employees	21
Sick Leave.....	22
Extension of	22
Sick Leave Bank	23
Contributions to	23
Service of Process	2
Substitutes.....	26
Teaching Load	25
Textbooks.....	11
Transfers - Involuntary	20
Transfers - Voluntary	19
Travel Reimbursement.....	46

Use of School Facilities38
Vacancies & Promotions.....17
 Notices17
 Extra Curricular17
Vacations.....27
Waiver of Additional Bargaining.....49
Work Day.....25
Work Year.....26
Withdrawal Card.....61

Preamble

This Agreement made and entered by and between the Old Colony Regional Vocational Technical High School District Committee, hereinafter referred to as the "Committee" and the "Teamsters" Union Local No. 59, 27 South Sixth Street, New Bedford, Massachusetts, affiliated with the International Brotherhood of Teamsters, hereinafter referred as the "Union", for and on behalf of its members now employed or who may hereafter be employed by the Committee, which employees are hereinafter referred to as the "Employees" or "Teachers", to govern the hours, wages and all other terms and conditions of employment covered by the Agreement, and shall be binding upon both parties, their heirs, assigns and legal representatives until terminated or amended as herewith provided.

The parties mutually recognize and declare that they share the common goal of providing a comprehensive, efficient and effective system of public education for the children of Old Colony Regional Vocational Technical High School District characterized by educational excellence, equal opportunity, and the continuing improvement and utilization of the special skills, talents and interests of the educational staff. The attainment of these goals requires the mutual cooperation, confidence, and respect of both parties to this Collective Bargaining Agreement and all discussions, conferences, and proceedings growing out of the Collective Bargaining Agreement.

The parties acknowledge that:

- A. The committee, appointed by the citizens of the communities served by the Old Colony Regional Vocational Technical High School District has complete authority over, and responsibility for, policies in administration of the schools which it exercises under law.
- B. The Superintendent-Director of the Old Colony Regional Vocational Technical High School District (hereinafter referred to as the "Superintendent") is responsible to the Committee for carrying out the policies established by the Committee for the administration of the Old Colony Regional Vocational Technical High School District.
- C. The employees of the Old Colony Regional Vocational Technical High School District Committee are responsible for providing education of the highest possible quality.
- D. The fulfillment of these respective responsibilities can be facilitated and supported by consultation of free exchange of views and information between the Committee, the administration, and the employees in the formation and application of policies relating to wages, hours, standards of productivity and performance and other conditions of employment.

Therefore, the parties agree as follows:

Article I – Recognition

A. Union Recognition

- (1) The Union is recognized by the Committee, as the exclusive representative for the following employees for the purpose of bargaining in respect to wages, hours, standards of productivity and performance and other conditions of employment: classroom, academic and vocational teachers, guidance counselors, adjustment counselor, librarians and nurses. Excluded specifically are substitute teachers, teacher aides, and part-time teachers who work fewer than twenty (20) hours per week, and all other employees.
- (2) The term “teachers” and/or “employees” as used hereinafter in the Agreement refers only to academic and vocational instructors, guidance counselors, adjustment counselor, librarians and nurses, as they are members of the bargaining unit as defined in this Article.
- (3) Parties to this Agreement will not discriminate against any employee because of race, creed, color, religion, nationality, domicile, sex, marital status, age or sexual orientation. This paragraph is subject to the regulations of state and federal agencies.
- (4) The School Committee shall not limit by any action of the Committee or the Administrative Staff, the rights of the teachers and employees to self-organization and concerted activity as set forth in Section 2 of the General Laws, Ch. 150E. The parties further agree that teachers and employees shall have the right to refrain from any and all such activities without discrimination from either party. The religious or political activity of any teacher or employee, or the lack thereof, will not be grounds for any discipline or discrimination against such teacher or employee with respect to the employment of such teacher or employee.

B. Service of Process

Both the Committee and the Union shall designate a person who is a resident of Massachusetts as its agent for service of any legal process and/or notice relating to this Agreement and service on such person constitute proper service on the respective party, and said designation shall not be revoked during the term of this agreement except to substitute a new agent.

C. Jurisdiction

“The Committee agrees not to negotiate with any other teachers’ organization

purported to represent employees defined in Section A above as in the bargaining unit, or with individual employees within the bargaining unit, with regard to negotiable items, as defined in Section A, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement; provided, it is understood that the Committee and the Administration retain their right to discuss with individual employees in the District matters relating to the education programs which are beyond the scope of salaries and terms and conditions of employment covered by this Agreement.”

Article II - No Strike - No Lockout

- A. During the term of this Agreement and any extension thereof:
- (1) The Committee shall not lock out its employees.
 - (2) No Employee nor the Union shall engage in a strike, or induce, encourage, or condone any strike, work stoppage, slow down, or withholding of services, as such terms are defined in Mass. General Laws, Chapter 150E.
- B. In the event of any violation or violations of any provisions of Paragraph A of this article by the Union, its members or representatives, or by any employee then:
- (1) Any violating employee shall be subject to discipline or discharge.
 - (2) The Union shall, upon notice from the Committee, immediately direct such employees, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violations.

Article III - Committee Rights

It is absolutely understood and agreed that rights, powers or authority of the administration of the school district and the Committee which are not specifically limited by the express language of this Agreement are retained by the Committee provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

The Committee, acting through its Superintendent and administrators, shall have the sole and unquestioned right and responsibility to direct the operation of the Old Colony Regional Vocational Technical High School District. The Committee shall have the sole unquestioned right, responsibility and prerogative of the management of the affairs of the school system and the direction of the working forces, including but not limited to the following:

- A. To determine the care, maintenance and operation of the equipment and property used for and on behalf of the purposes of the Committee.
- B. To discontinue process or operations or to discontinue their performance by employees.
- C. To select and to determine the number and types of employees required to perform the Committees' operations and to evaluate their work performance.
- D. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Committee, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- E. To insure that related duties connected with the administration of the school system shall be performed by employees.
- F. Superintendent Rights:

To employ, transfer, promote, layoff or demote employees, terminate for just cause or otherwise remove employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Committee.

The listing of the specific rights of management in this Article is not intended to be, nor shall be considered restrictive of, or as a waiver of any of the rights of the Committee not listed herein.

Article IV - Methods of Payment

- A. All teachers and employees will be paid in 26 installments payable on Thursday and every other week during the life of their contract. In those years that have 53 Thursdays, teachers and employees will be paid in 27 installments. Any prorating of their salaries shall be on the basis of one - one hundred eighty-second ($1/182$) of their annual salary rate for each school day in which they actually performed the duties for which they contracted.
- B. Prorations will be allowed only upon acceptance of a resignation for acceptable reasons within the scope of the individual contract, the granting of absence for sickness, maternity or other good cause, and for any deductions necessary for absence in excess of leave allowances as contained in this contract.
- C. Any teacher or employee may, prior to May 1, submit written notice to the District Treasurer requesting a lump sum payment of all accumulated earnings withheld for summer pay at their discretion. All accumulated earnings will be paid at a pro-rata basis at the next pay period following the termination of the school year.
- D. Any teacher or employee covered by this Agreement may, prior to May 1, submit written notice to the District Treasurer requesting that their salary be received in ten (10) monthly payments. Such payments to be based upon the actual school days in the month. Any prorating of their salaries shall be based on one - one hundred eighty-second ($1/182$) of their annual salary rate for each school day in which they actually performed the duties for which they contracted. Said salary will be distributed the first payday of each of the school months, October through June with the tenth (10th) and final payment being made the last district payday in the month of June. Once the request is made to be paid in this manner it is irrevocable for that school year.

Teachers and employees who work beyond the school year at the request of the committee or its designee will be compensated at the rate of one - one hundred eighty-second ($1/182$) of their annual salary.

- E. All employees must participate in the direct deposit program.
- F. If new clubs, activities, or positions are created by the Committee, the parties will negotiate the compensation to be paid. Past practice of compensation time will be given at the discretion of the Superintendent.

G. License Reimbursement - Staff members required to hold professional license as a condition of their employment i.e.:

Electrical Instructors:	Journeyman Masters
Automotive Instructors:	NATEF Exam Fee
Health Instructors:	Nursing License
School Nurse:	Nursing License
Drafting Instructors:	Construction Supervisor License
House & Mill Instructors:	Construction Supervisor License
Cosmetology Instructors:	Registered Instructor Registered Cosmetologist Aesthetician Instructor

In order to receive reimbursement, employee must submit a copy of the license and proof of payment.

H. The parties agree that the salary schedules attached hereto, denoted as Schedules A, B and C are made a part hereof and shall apply to all employees covered by this Agreement effective September 1, 2020. Schedules B and C apply to all athletic and extra-curricular activities for the duration of this Agreement.

I. All Schedule C stipends will be distributed upon full completion of responsibilities.

J. The Committee agrees to reimburse the Department of Elementary and Secondary Education's 5 year recertification fee for the employee's primary certification according to the schedule below:

2020-2023 \$125.00 maximum

In order to receive reimbursement, employee must submit a copy of the recertification and proof of payment. Further, if the State increases the cost, the Committee agrees to pay the increase.

Article V - Salary Increment Increases

Salary increment increases of any kind are not automatic but are granted only when there has been a continuance of a high standard of performance.

The Committee agrees to give its reason for withholding any increments in writing.

In order to be awarded horizontal movement, courses in the area other than secondary education or an area not related to his/her field of certification must receive prior approval from the Superintendent-Director.

Levels: Definitions

	<u>CORE</u>	<u>VOCATIONAL</u>
I.	BS = Bachelor's Degree	VL = Vocational Licensure
II.	BS +15	VL + 39
III.	Masters or BS 30	VL + 90
IV.	Masters +15	Bachelor's Degree
V.	CAGS/MA +30	Masters
VI.	CAGS +30/ MA +60/ PhD	Masters + 30

The position on the pay scale of all teachers employed prior to July 1, 2020 will be maintained. No teacher hired prior to the ratification date of this contract will receive a loss/gain in pay resulting from step and lane scale adjustments.

- C. An employee expecting a change in degree and/or credit status effecting column placement will report this information to the Superintendent-Director no later than the end of the third week of December prior to the beginning of the following school year.
- D. All lateral movement on Salary Schedule A will become effective the year following notification and proof of advancement as per Article V, Section C. Notification must take place no later than the end of the third week of December of the year prior. Teacher will receive associated increases in pay upon completion of required credentials being met. Such increases will be effective September 1st (10 months) or February 1st (15 months) following the date of notification.
- E. All vocational instructors will be placed in Column I of the salary schedule until they have secured professional vocational licensure and completed credits required by the DESE. Upon completion of these requirements, teachers will be placed in accordance with parameters outlined in Salary Schedule A.

F. Tuition Reimbursement

All staff members shall be reimbursed for fifty (50%) percent of his/her tuition and fees up to a maximum of \$1,000.00 for each three (3) credit course completed, subject to the following provisions:

1. A staff member opting for reimbursement shall request permission from the Superintendent prior to the course date of his/her intent to exercise this option.
2. This section does not apply to courses required of vocational instructors for preliminary licensure by the Massachusetts Department of Elementary and Secondary Education.
3. Staff members seeking reimbursement must take courses directly related to their teaching licensure or area of professional growth approved by the Superintendent-Director and receive prior approval from the Superintendent-Director.
4. Tuition reimbursement approval will be awarded upon completion of the course and upon receipt of a transcript reflection of grade of "C" or higher.
5. Staff members may receive a maximum of \$2,000.00 in tuition reimbursement each fiscal year. If the District has already paid a fee to lower the cost of the course (i.e. cohort courses, staff members will not receive a reimbursement).
6. To be eligible for reimbursement, an employee must show proof of payment for the course taken.

G. Professional Development Reimbursement.

1. Requests for participation in professional development activities shall be submitted in advance for approval to the Superintendent. These activities may include out-of-state travel, and authorize reimbursement up to a maximum of \$500.00 per request. Proof of payment must be submitted for reimbursement. These activities may include conferences, workshops, symposiums and conventions but shall not include credited college courses.

Article VI - Pupil-Teacher Ratio

A. Maximum

The Committee and the Union recognize the fact that class size is of paramount importance in establishing quality education. In recognition of this, the Committee shall strive to achieve the following desirable number of students per teacher:

Academic Subjects	25
Shop and Labs	16
Physical Education	25

B. Guidance and Adjustment Counselors

The Committee agrees to strive to work towards a goal of pupil to guidance counselor ratio of 350-1. Each counselor shall have space and phone utilities to carry out his/her duties. A guidance counselor and adjustment counselor shall be compensated for each day he/she is required to work before or after the school year, excluding briefing day and debriefing day.

C. Anything within Section A and B of this article shall be grievable by the teacher or employee to the extent that said grievance shall be filed with the Superintendent whose decision may be appealed to the District School Committee, whose decision shall be final.

Article VII - Textbooks

The Committee will make every reasonable effort to provide sufficient standard equipment, textbooks, and other instructional material to insure that each student has such material, including current technology, to insure each student has such material for his/her own use.

Article VIII - Employee Evaluation

- A. The Superintendent or other administrator designated by the Superintendent in charge of employee supervision shall be responsible for the administration of the procedure for evaluating an employee's work performance.
 - 1. The Union and the Committee recognize the need to comply with the requirements of the Education Reform Bill of 1993 specifically as it relates to performance standards and both parties agree to reopen negotiations upon receipt of revised teacher performance standards as promulgated by the Massachusetts Department of Elementary and Secondary Education.
- B. The designated administrator shall orient all employees under his supervision to the evaluation procedures during the first six (6) weeks of employment, and advise the employees as to who shall observe and evaluate their work performance.
- C. All formal observations of the work performance of an employee will be conducted openly and with full knowledge of the employee. In addition to classroom work, evaluations may take into consideration non-classroom activities which occur within the context of work related activities. Any unusual occurrences which materially affect the evaluation shall be reduced to writing and brought to the attention of the teacher as they occur.
- D. Employees may obtain a copy of any formal evaluation report and shall have a right to discuss the contents of the report with the evaluator within ten (10) days of the formal observation. The evaluator shall confer with the employee to explain the evaluation and to offer plans for improvement. This conference is designed for mutual comment between the evaluator and the employee. If the employee desires, he/she may submit written objections and/or comments to the evaluation report and placed in his/her performance file. In the event that the employee feels his/her written evaluation of work performance was incomplete or inaccurate, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her performance file.
- E. Reasonable efforts will be made to evaluate the work performance of an employee who has not achieved professional teacher status two (2) times during each probationary year.
- F. The final written report and any recommendation to the Superintendent for each employee who has not achieved professional teacher status shall be submitted by June 15 of the current school year. A copy shall be furnished to the employee.
- G. The School Committee and the Union agree to extend the Memorandum of Agreement dated February 7, 2013 with regard to the Massachusetts Department of Elementary and Secondary Education (DESE) evaluation regulations that appear in 603 CMR 35.01 – 35.11 until August 2023.

- H. An employee's personnel file shall be subject to review by the employee upon request, except for confidential material. Confidential material is defined as follows: placement office materials and references concerning the employee obtained at the time of original employment, which were guaranteed as confidential.
- I. Any complaint made against an employee requiring a disciplinary action will be called to the attention of an employee prior to such action.
- J. Nothing in this Article is intended to infringe upon or limit the right of the Superintendent or other supervisor to discuss with the employee his or her general or professional conduct or limit the ability of the Superintendent or other supervisor to communicate with his staff on a one to one basis.
- K. Upon action by the School Committee against an employee pursuant to Chapter 71, the employee may at his/her discretion within thirty (30) days following the action by the School committee, appeals the matter of the Courts of the Commonwealth of Massachusetts or within such time period file for arbitration with the American Arbitration Association without complying with the other procedural provisions of the grievance procedure. If arbitration is elected, it will be conducted as set forth in this contract. The election of the method of appeal by the employee shall be the exclusive method of resolving the dispute. If an employee elects the arbitration process, simultaneously he/she must file with the committee a valid waiver of his/her rights pursuant to Chapter 71 of the General Laws.
- L. The Union recognizes the authority and responsibility of the Administration to discipline employees.
- M. Discipline - If an employee is to be disciplined by a member of the administration, he/she will be entitled to have Union representation. Such disciplinary action shall be carried out only in the presence of personnel directly involved in the disciplinary action.

Adverse Action

1. No adverse action, as hereinafter defined, shall be taken against an employee for disciplinary or other reasons without just cause. For the purposes of this Agreement, the term "adverse action" shall mean only the following types of action. Adverse action, as hereinafter defined, shall apply to employees with professional status and nurses only.
 - a. Admonishment. An admonishment is a disciplinary action taken against an employee by the appropriate supervisory official for some infraction which is not of a serious nature. An admonishment may be oral or in writing and shall be carried out in private.
 - b. Reprimand. A reprimand is a statement of official censure in a formal

letter to the employee from the committee and/or its agents for a serious violation.

- c. **Suspension.** Suspension is an enforced temporary non-pay status and absence from duty of an employee directed by the Committee and/or its agents. Any employee with professional teacher status will be given written notice of his/her suspension and the reasons therefore prior to the effective date of such a suspension.

The provisions of Paragraph M. above, are not intended to restrict the Committee's right to appoint or not to appoint an employee without professional teacher status.

2. Wherein Chapter 71 of the General Laws provides specific procedures of discipline and dismissal of employees it is hereby understood that the employee may elect to proceed under the Grievance Procedure to Arbitration and must waive all his/her rights to Chapter 71 Proceedings.

Article IX - Employee Files

A. Employee files shall be maintained under the following circumstances:

- (1) A "personnel file" shall be deemed to mean the official personnel file of the employee retained in the Superintendent's office. While informal personnel files or incidental files may be maintained by supervisors at various levels, the information gathered and/or contained in such files, will not be a basis for any personnel action, decision or recommendation unless such material shall first have been included in the employee's permanent personnel file as is found at the Superintendent's office.
- (2) Employees shall have the right, upon written request and by appointment to review the contents of the personnel file within five (5) weekdays after such written request. Employees shall have the right to have a Union representative at such review.
- (3) The committee will be entitled to have an observer present during such review.
- (4) No material derogatory to an employee's conduct, work performance, character or personality relating to his service in the school system shall be placed in the files until the employee has had an opportunity to review the materials. All health information on an employee must be kept in a separate file.
- (5) The employee will acknowledge that he/she has had the right to review such material by affixing his/her signature to the copy -- to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.
- (6) The employee will also have the right to submit a written answer to such materials within five (5) working days and his answer shall be reviewed by the Superintendent who will affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Said employee's answer will be attached to the original materials. The failure of the Administration to respond in writing to the aforesaid employee's answer and to place said response with the file copy of said answer shall not indicate agreement with the employee's answer.

B. It is understood and agreed that placement office materials and references concerning the employee obtained at the time of original employment which were guaranteed as confidential are not and shall not be open to employee inspection.

C. Any complaint which will form the basis of an adverse entry made to a member of the Administration by a parent, student or other person will be reviewed with the employee at

an appropriate time and as promptly as possible.

Complaints shall be investigated by the Administration and if found to be unsubstantiated, a written statement shall be presented to the employee informing him/her of the Administration's finding; thereafter the employee shall have ten (10) school days to request in writing that said complaint and all related materials be removed from his/her file. Such request shall be honored by the Administration.

- D. For any material entered into the employee's file in the manner prescribed in Section A of this Article, or under Section C of this Article, which has factual basis for substantiation can be removed from the employee's file upon the written request of the employee submitted directly to the Superintendent no less than two (2) years after the entry of this material into the employee's file, providing the employee has within that two (2) year period not been disciplined, as defined under Article VIII Section M. Otherwise, the two (2) year period shall commence from the most recent occurrence of any disciplinary action, as defined above.

Article X - Vacancies & Promotions

- A. For all vacancies in professional instructional, personnel, administrative or supervisory positions (including night school) caused by death, retirement, discharge, resignation or by the establishment of a new position or a vacancy which the School Committee determines shall be filled the following procedures shall be followed by the Committee:

(1) If a vacancy occurs between September 1st and June 30th, it shall be adequately publicized by the Superintendent by means of posting a written notice on the bulletin board in the teacher planning center as far in advance of the appointment as is practicable but no later than fourteen (14) days before filling the vacancy. If a vacancy occurs during the months of July and August it shall be posted on a Central Office bulletin board and emailed to the Union Steward and to the Union. Employees who desire to receive notification of vacancies during July and August shall so indicate when requesting their lump sum payment. The Superintendent or his designee shall then email to the employee a copy of any postings made during July and August.

(2) The notice of said vacancies shall set forth the minimum qualifications for the position, a description of the duties of the position, and the final date for filing applications to the extent practicable.

(3) Extra-Curricular Activities

(a) Employees shall be compensated for participating in extra-curricular and athletic activities approved by the Committee specified in Schedules B & C attached hereto. Except as provided herein, employee participation in all such activities shall be strictly voluntary.

(b) Whenever a vacancy occurs in any position in extra-curricular or athletic programs, such vacancy shall be posted on the bulletin board at the office of the Old Colony Regional School District, and a copy sent to the Steward(s) the Union office as soon as practicable. A vacancy is defined as a newly created position or an unoccupied position or job resulting from a departure of the individual who last held the position. All applicants will be given the opportunity to apply and interview for such positions, and the Principal, with approval of the Superintendent, agrees to give due weight to the professional background of all applicants, and where applicable, quality of performance, and other professional factors and experience relevant to the position. Bargaining unit applicants with background experience and knowledge commensurate with the duties of the position will be given preference if all aspects of their candidacy are deemed equivalent to those of a non-bargaining unit candidate.

(4) Committee/Specialty Postings

(a) All non-paid committee and specialty positions shall be posted on the staff bulletin boards at Old Colony Regional Vocational Technical High School District,

and a copy sent the Steward(s) and the Union office as soon as practicable. Duties committees shall be communicated to and open to all bargaining unit members for application, e.g., mentor, peer-assistance review team, technology committee, sick leave bank committee, safety committee, etc. Selection of said committee members will be at the discretion of the administration and in compliance with state and local regulations.

- B. Any instructional, guidance or nursing personnel, whether or not employed by the Committee, who wish to apply to fill such a vacancy, shall be given an adequate opportunity to do so.
- C. The Committee, or its designee shall review all applications and in making its appointment shall consider but not be limited to the following factors: Prior experience in related activities, length of service in the Old Colony Regional Vocational Technical High School District, prior quality of work experience and performance, attendance record, and major and minor fields of study.
- D. Nothing in this Agreement shall prevent the Committee from making acting appointments until positions can be filled with permanent appointments as provided in this Agreement. Time spent in such acting appointments shall not be used as an indication of superior qualifications for the positions.
- E. In the event a newly hired employee resigns prior to assuming his/her duties, an alternate applicant from the original posting may be appointed by the Superintendent for hire without re-posting the position as vacant.

Article XI - Voluntary Transfers

The Superintendent-Director realizes that employees have a right to request a transfer to a different work location within their field of certification and/or approval.

Employees who desire to transfer to another work location shall submit a written request to the Superintendent stating the work location to which he/she wishes to be transferred, no later than March 1st of the school year in order to be considered for the next school year. Requests for transfer must be renewed each year.

The Superintendent-Director shall review all applications and may give consideration to the following relevant factors (among other relevant factors:) the educational needs of the school system, prior experience in related activities, length of service in the Old Colony Regional Vocational Technical High School District, prior quality of work experience and performance, attendance record and major and minor fields of study.

Notifications of the transfer decision will be given to the employees as soon as practicable, and under normal circumstances, no later than one (1) week prior to the end of school. However, it is recognized that circumstances may require notice to be given at a later date and may require changes in assignment after that date.

All transfers once approved by the Superintendent-Director will be final and the transferred employee must accept the new assignment.

Article XII - Involuntary Transfers

The employees realize that the Committee has the right to make involuntary transfers of professional personnel.

Employees will only be transferred to a work location within their field of certification and/or approval. Such transfers will be made only after a meeting between the employee and the Superintendent or his designee at which time the employee will be notified of the reasons for the transfer.

No employee will be involuntarily transferred or reassigned as a disciplinary measure.

Article XIII - Employee's Schedule

Employees shall be notified in writing of his or her unused accumulated sick time, salary column and step, programs and schedules for the ensuing school year ten (10) calendar days prior to the start of the school year.

Article XIV - Sick Leave

- A. A full-time and part-time employee shall be eligible for a total of fifteen (15) days paid sick leave per year. Said fifteen (15) days of paid sick leave shall be earned on an accrual basis of one and one half (1-1/2) days per month credited the beginning of each month during the school year, September through June.
- B. Unused sick leave may be accumulated from year to year to a maximum of one hundred eighty-second (182) days. The Committee agrees to pay the employee upon his/her retirement, layoff, or death of said employee his/her beneficiary any unused sick leave accumulated, up to 182 days.

The Regional School District Committee agrees that for employees hired prior to July 1, 2014, upon reaching the maximum accumulated total of one hundred eighty-two (182) days, an employee shall be eligible to receive their applicable yearly allocation (15 days) for use during the current school year. At the school year's end, any unused sick leave beyond the maximum accrual total of one hundred eighty-two (182) days will be paid at a rate of \$115/day.

The Regional School District Committee agrees that for any employees hired between July 1, 2014 and prior to July 1, 2017, at the school year's end, any unused sick leave beyond the maximum accrual total of one hundred eighty-two (182) days will be paid at a rate of \$115/day to employees who have worked through their twentieth (20th) year of service. Said payment will be made in the first pay period of July.

The Regional School District Committee agrees that it shall pay to a part-time employee, one half (1/2) of the above mentioned rate, for each day of accumulated unused sick leave in excess of one hundred eighty-two (182) days. Said payment will be made the first pay period in July.

Employees hired after June 30, 2017 will not be eligible for annual sick-leave buyback.

- C. Sick leave may not be used for any other purpose except illness, injury or disability. A doctor's certificate may be required from any employee who is absent. If deemed in the best interest of the Committee, the Superintendent may require the employee on sick leave to be examined by a physician chosen by the Committee. Such examination shall be administered without charge to the employee.

Excessive absenteeism or an unusual pattern of absences (including unexcused absences prior to or following a holiday, school vacation period, weekend or leave) by any employee may warrant restrictions on the further use of sick leave.

All employees are expected to be at work on a regular, continuing and consistent

basis. An excessive or unusual amount of absence from work can diminish the maintenance of a sound educational program depending upon circumstances. The Committee reserves the right to monitor and record absenteeism for its own administrative purposes regardless of its cause. Absence caused by injury which occurred at work will not be considered as contrary to the intent of this paragraph.

- D. To be eligible to use sick leave an employee must report the sickness to the Superintendent and/or his agent at least ninety (90) minutes prior to such employee's scheduled report time, if possible, on the first day of absence. If an employee fails to comply with the procedures of this Article on the second or subsequent, consecutive days of absence, he/she shall not receive any pay for the absence. The absent employee claiming sick leave is expected to keep the Superintendent informed of the progress of his/her sickness, injury or disability. Sick leave is to be taken in whole or half day increments.

In the event an employee does not need to use an entire half or full day increment, the employee may use a two-hour increment up to seven times in a school year (seven two-hour increments are the equivalent of two sick days). Further two-hour increments may be approved at the discretion of the Superintendent-Director.

- E. Any employee with professional teacher status or nurse with more than three (3) years of continuous employment with the Committee, whose personal illness extends beyond the period compensated by sick leave may be granted a leave of absence without pay for such time as is necessary for complete recovery of such illness not to exceed one (1) year. Upon return from such leave, every effort may be made to assure that the employee is assigned to the same position he/she had before taking the leave if said position is still available.

F. Sick Leave Bank

1. Upon the effective date of this Agreement, the sick leave bank shall be established for the use of eligible members of the employees covered by this Agreement who voluntarily contribute to this bank, who have exhausted their own sick leave and who have serious illness. The bank shall be established by an assessment of one (1) sick leave day from the entitlement of every eligible individual who desires to be a member of the bank.
2. The purpose of the bank will be to provide extended sick leave coverage to eligible employees.
3. The Sick Leave Bank Committee will consist of one (1) administrator and four (4) union members. The decisions of the Committee shall be by majority vote and shall be final and not subject to the grievance and arbitration procedure of the Agreement.
4. All employee contributions to the sick leave bank will be accumulated to a cap of one hundred fifty (150) days. In the event that the bank drops below one hundred (100) days participating employees will be assessed one (1) additional day. All

participating members of the Sick Bank will be notified, in writing by the Chairperson of the Sick Leave Bank Committee, when being accessed an additional day to replenish the Bank.

5. Any grant of sick leave by the Committee to an eligible employee shall not exceed fifteen (15) days. Prior to the exhaustion of any grant, the employee shall apply to the Committee for further sick leave.
 6. The Committee shall establish the criteria for the Administration of the Bank and for the determination of eligibility and the amount of the leave.
- G. The Committee agrees that it shall pay to the employee upon his/her voluntary retirement or upon the death of said employee his/her named beneficiary fifty (\$50) per day of accumulated unused sick leave up to a maximum accrual total of one hundred eighty-two (182) days. For each year of this contract (2020-2021, 2021-2022, 2022-2023) said payment shall not exceed nine thousand one hundred dollars (\$9,100.00).

Other than in a medical emergency, or approval by the Superintendent-Director due to extenuating circumstances, in order to be eligible to receive this payment, the Committee must receive notice by December 1st of the school year prior to the employee's intent to retire at the close of the school year.

Article XV - Work Day/Work Year

A. Work Day

1. The normal starting and dismissal time for students shall be as follows:

Starting Time	7:40 a.m.
Dismissal Time	2:21 p.m.

Starting time for all succeeding years during the term of this Contract shall be posted by the Superintendent no later than fourteen (14) days prior to the opening of school.
2. Employees shall report to their respective classroom and/or work areas no later than ten (10) minutes before the scheduled starting time for students. Employees shall remain in their classrooms and/or respective work areas or on scheduled assigned duties for five (5) minutes after the dismissal time of students Monday through Friday. Students offending an employee shall serve with the employee any detentions assigned by him/her. It shall be the employee's responsibility to follow-up on students' completion of assigned detentions and to assign such additional hours as he/she feels necessary to obtain student compliance.
3. Alterations in the required before and after school time of employees may be made only upon the request of an employee with the consent of the Superintendent whose decision with respect to such requests shall be final.
4. Employees assigned to duties before and after school shall comply with the duty schedule assigned by the Superintendent or his/her designee.
5. Employees will be required to stay in school beyond their normal work day for one (1) hour per week to assist students with extra help, curriculum development, and department meetings. The administration shall set the day of the week.
 - a. At the discretion of the Superintendent or his/her designee, a part-time employee may be required to stay in school beyond their normal work day for one half (1/2) hour per week to assist students with extra help, curriculum development, and department meetings. The administration shall set the day of the week.
6. Employees shall have a duty-free lunch period of not less than twenty (20) minutes.
7. Secondary Teacher Load:
 - a. The Committee shall schedule all teachers one (1) preparation period per day in addition to their lunch period.
 - b. The Committee shall schedule for all shop teachers one (1) preparation period per day. In the event that said preparation period shall result in having a ratio greater than 1 to 16, the teachers agree to waive Article VI, A., in relation to

shops and labs.

- c. If the Athletic Director is a member of the teaching staff, the Committee shall schedule for said person the following:

1 Preparation period per day

3 Periods per day to conduct duties of the Athletic Director

8. On briefing and debriefing days, all employees report for work at 7:30 a.m., and shall be required to remain for a full day with dismissal at 2:26 p.m. When and if the last day of school is a half ($\frac{1}{2}$) day, the debriefing day shall be the remainder of the school day, subject to recall by the Superintendent-Director if necessary.
9. Superintendent, Assistant Superintendent, Evening Meetings:
 - a. Employees shall not be required to attend general staff meetings if called by the Superintendent and/or Assistant Superintendent more than once a month, except for emergencies. Such meetings shall start no later than 2:30 p.m. and said meetings shall not customarily last more than one hour unless there exists peculiar or unusual circumstances.
 - b. Except for emergencies, meetings called by the Superintendent shall customarily be scheduled two (2) days in advance. The purpose of such meetings shall be known at that time to the extent practicable in writing.
 - c. Employees shall not be required to attend more than three (3) evening meetings each year, two (2) Advisory meetings, one (1) Parent Conference Day and such meetings shall not last more than three (3) hours each. In addition, each employee may be on duty in the evening, on a voluntary basis, for such student activities as plays, shows, dances and recreation events.
 - d. New employees may be required to attend additional orientation meetings.
10. In the event no substitutes are available, the Administration shall distribute the absent teacher's students on an equitable basis among the remaining employees. The administration will endeavor to restrict coverage to one period, unless otherwise agreed upon.

B. Work Year

1. The regular work year of employees (other than new employees who may be required to attend special orientation sessions) will not exceed one hundred and eighty-two (182) working days. Working days will include all days when pupils are required to be in attendance by the Committee, and may also include a professional

day during the school year and/or days at the beginning and/or end of the school year or other days on which employee attendance is required except that certain non-classroom employees (such as guidance counselors, etc.) may be required to work a week previous to or a week after the conclusion of the regular calendar year and they shall be paid on a pro-rata basis.

2. School Vacations

The Committee reserves the right to schedule school hours during the school recesses in the event the make-up time is necessary because of inclement weather, natural catastrophe, or other emergency.

3. Holidays

- a. School shall be closed on all legal holidays, on Good Friday and the day following Thanksgiving Day.
- b. All legal holidays shall be celebrated on the day designated for such celebration.

Article XVI - Temporary Leaves of Absence

Employees shall be entitled to the following temporary leaves of absence with pay each school year:

- A. In cases of death in the immediate family of an employee, an absence of five (5) calendar days preceding and including the funeral. The leave of absence shall not continue beyond the day of the funeral. The term "immediate family" as used in this Article shall mean spouse, significant other, parent, child, brother, sister, grandparents, grandchildren, mother-in-law and father-in-law or permanent resident living in the employee's household. Step and half children are considered immediate family.
- B. In the case of the death of an aunt or uncle, niece, nephew, any in-law or close relative of the employee, an absence of one (1) calendar day shall be granted to attend the funeral.
- C. Staff will be given permission to use three (3) days of personal leave each year, in addition to sick days, for matters which cannot be accomplished outside of school hours. In all cases where possible, twenty-four (24) hours' notice shall be given to provide time for substitute arrangements. Personal days shall not be used to extend vacation or holiday periods. Personal leave is to be taken in half or whole day increments.
 - a. In the event a third day of personal leave is used, the day shall be deducted from accumulated sick leave. If the third day is not used, it will not be deducted from sick time.
 - b. If an emergency arises so as to make it impractical to clear the request for personal leave through the Superintendent, the employee shall contact the Superintendent at his/her earliest opportunity and request that the absence be treated as personal leave.
- D. The Superintendent, without referral to the Committee, may grant permission to employees to visit schools, trade shows, or make special trade oriented visitations without loss of pay when, in the opinion of the Superintendent, the best interest of the Old Colony Regional School District will be advanced thereby. Any expenses incurred shall be paid by the employee requesting the permission.

Request for permission for such visits shall be made in writing directly to the Superintendent at least one (1) week in advance of the anticipated absence. Notice of return shall be in the same manner as notice of return to duty following an absence due to personal illness. A written report shall be submitted to the Superintendent within one (1) week following such visit.

- E. The Committee agrees to make up the difference in an employee's wages between a normal day's wages and compensation received from Jury Duty.

Article XVII - Extended Leaves of Absence

A. Sabbatical Leave

Employees covered by this Agreement may, subject to the approval of the District Committee, be granted sabbatical leave of absence of one (1) year for advanced study beyond the Master's Degree.

Not more than one (1) employee may be absent on sabbatical leave at any one time.

Application for sabbatical leave shall be submitted to the Superintendent-Director on or before February 1, if it is to become effective in September of the same year. An employee requesting such leave shall submit a "Professional Improvement" application for approval specifying the reasons for which the leave is requested. Evaluation of each application on the basis of services rendered by the applicant and the use to be made of the requested sabbatical shall be the responsibility of the Superintendent-Director who shall present his finding to the District Committee.

Sabbatical leave shall be granted only to employees who have served at least ten (10) years at Old Colony Regional Vocational Technical High School.

An employee on sabbatical shall not receive pay during the time of sabbatical. During the time an employee is on sabbatical leave the District Committee shall contribute fifty (50) percent of the cost of the premium of whatever plan of insurance selected by the employee from the plans available to him/her as outlined in Article XXV of this Agreement.

Prior to the granting of a sabbatical leave, an employee shall enter into written agreement with the District Committee that upon termination of such leave, he/she will return to service at Old Colony Regional Vocational Technical High School for a period equal to twice the length of the leave and that in default of completing such service, he/she shall refund to the Old Colony Regional Vocational Technical High School District an amount equal to the full cost of health insurance benefits ~~such proportion of salary~~ received by him/her while on sabbatical leave.

Within sixty (60) days of termination of sabbatical leave, a written report shall be submitted to the District School Committee restating the objective and/or reasons for which the leave was requested and, in detail, set forth how the above objectives were realized.

B. Military Leave

Employees enlisting or entering the military services of the United States, pursuant to the provisions of the Universal Training and Service Act, as amended, and the Reserve Forces Act, as amended, shall be granted all rights and privileges provided by the acts.

Every employee who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws,

a leave of absence without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component, provided, however, that such leave shall not exceed seventeen (17) days.

Any employee who is a member of the Reserves shall make every effort to schedule his/her annual tour of duty during the summer vacation period.

C. Maternity Leave

1. A leave of absence without pay shall be granted for maternity purposes to female employees on the terms and conditions set forth herein. It is recognized, as alluded to in subsection c, 5, that child-bearing or adoptive parents may also have additional rights under the Family Medical Leave Act (FMLA).
2. After the employee determines she is pregnant, she shall promptly notify the Superintendent, in writing, of her pregnancy. The time such leave shall commence shall be dependent upon the judgment of the employee's physician. In any event, the employee shall give at least two (2) weeks written notice to the Superintendent of her anticipated date of departure and her intention to return. At the time of the latter notification, the employee will select one of the following two (2) options:

Option A:

A female employee with professional teacher status shall be granted an extended maternity leave without pay or benefit, but with entitlement to sick leave benefits for disability resulting from childbirth during this period of leave under the "sick leave" conditions set forth herein.

Option B:

A female full-time employee who has been employed by the Committee for at least three (3) consecutive months may be granted Maternity Leave of up to eight (8) weeks duration, without pay, but with entitlement to sick leave benefits for disability resulting from childbirth during the period of such leave under the "sick leave" conditions set forth herein.

3. The provisions of Option A are as follows:
 - a. The duration of such Maternity Leave shall not exceed one (1) year from the end of the school year during which her leave commenced.
 - b. At the time the employee requests her Maternity Leave, as heretofore described, she shall select a return date which coincides with the commencement of a school year.

- c. The employee must notify, in writing, the Superintendent on or before March 1 of the school year preceding the selected return date of her intention to return to duty at expiration of her leave. If the employee fails to notify the Superintendent, in writing, or does furnish written notice and fails to return to duty at the expiration of her leave, unless it was otherwise extended, she shall be deemed to have resigned.
 - d. When an employee returns to work at the beginning of a school year, as prescribed above, she shall be assigned to her previous position provided that it has not been eliminated. In the event the position has been eliminated, she shall be assigned to a position for which she is certified.
4. The provisions of Option B are as follows:
- a. The duration of such Maternity Leave shall not exceed eight (8) weeks from the date of its commencement.
 - b. At the time the employee requests her Maternity Leave, as heretofore described, she shall select and notify, in writing, the Superintendent of her anticipated date of return. If the employee fails to so notify the Superintendent in writing, or does furnish written notice and fails to return to duty at the expiration of her leave, she shall be deemed to have resigned. The date of return may be extended with the advance approval of the Superintendent.

If the employee desires to return to work after the expiration of the above eight (8) calendar weeks, but not at the start of a school year in September, she may return if a vacancy for which she is qualified occurs, and she has notified the Superintendent of her wish to fill any such vacancy that may occur.

The term vacancy, after the eight (8) week condition as enumerated in paragraph (a) has expired, shall not apply to the class, shop or group of students for which a replacement was obtained. Vacancy shall mean, any shop or class other than classified above for which the employee is certified and/or approved to teach.

- c. The employee, who has complied with all of the above prescribed conditions, shall be, upon her return, returned to her original position with the same status, pay, length of service credit, and seniority.
- d. The Parties agree that sick leave benefits for disability due to childbirth as outlined in both Option A and Option B, shall not be allowed for any employee who is on any other kind of approved extended leave of

absence. In addition, employees shall not be entitled to sick leave benefits for any other illnesses and/or disabilities not related to her pregnancy and/or childbirth while on Maternity Leave, except as provided in the Article.

- e. If there is any question concerning the pregnant employee's ability to safely perform assigned duties, or to safely return to work for the same purposes, the Committee may require the employee to provide a certificate from her physician and in addition, the Committee may require the employee to be examined by a physician of the Committee's choosing at its expense.

Notwithstanding anything to the contrary in the above, all rights to return to duty shall expire if the employee does not return to duty by the beginning of the school year in September once removed from the school year in which her leave commenced, i.e. if a Maternity Leave starts during the school year 2014-2015, the employee must return to duty by September 2015.

- 5. Such employee may have an entitlement to a leave longer than eight weeks pursuant to the Family Medical Leave Act (FMLA), although the terms of the FMLA are not intended by the parties to be grievable under this collective bargaining agreement.

D. Leave for Family Illness

A leave of absence without pay or increment of up to one (1) year may be granted for the purposes of caring for an immediate family member. Said employee must have professional teacher status or be the school nurse with more than three (3) years of continuous employment with the Old Colony Regional Vocational Technical High School District.

E. Personal Illness

Any employee with professional teacher status or nurse with more than three (3) years of continuous employment with the Committee, whose personal illness extends beyond the period compensated by sick leave may be granted a leave of absence without pay for such time as is necessary for complete recovery of such illness not to exceed one (1) year. Upon return from such leave, every effort may be made to assure that the employee is assigned to the same position he/she had before taking the leave if said position is still available.

F. Maintenance of Rights

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, provided that the employee returns to service immediately upon expiration of his/her leave.

G. Request for Leave

In unusual or grave personal circumstances, or for the purpose of restoration of health, professional improvement, or special educational service or military service other than those cases specifically covered above, an employee with professional teacher status or nurse with more than three (3) years of continuous employment with the Committee may, upon the recommendation of the Superintendent, in confirmation by the Committee, be granted a limited leave of absence without pay when such leave seems to be in the best interest of the school as well as of the individual employee.

H. Extension of Leave of Absence

All requests for extended leaves shall be applied for in writing to the Superintendent. The granting or denial thereof shall be in writing.

Article XVIII - Protection

- A. Employees will immediately report in writing all cases of assault suffered by them in connection with their employment to the Superintendent.

This report will be forwarded to the District Committee who will comply with any reasonable request from the employee for non-privileged information in its possession relating to the incident or the persons involved and will act in appropriate ways as a liaison between the employee, the police and the courts.

Insofar as required by Massachusetts General Laws, Chapter 258 (as amended by the General Court during the life of the document), the District Committee shall provide indemnification whenever any employee shall become eligible therefor.

If the District Committee does not provide the requested counsel and the employee prevails in the proceedings, then the District Committee shall reimburse the employee for reasonable counsel fees incurred by him/her.

Article XIX - Accident Benefits

- A. Whenever an employee is absent from school as a result of personal injury compensable under the Massachusetts Workmen's Compensation Laws, caused by an accident arising out of and in the course of his/her employment, he/she may elect to charge all or part of such absence during the period of temporary disability, due to the accident, to sick leave, in which event he/she shall receive the sick leave pay to which he/she is entitled for the period so charged, less the amount of any workmen's compensation award made for temporary disability due to said injury for any period for which such sick leave is paid.
- B. In the absence of such election, such employee shall not receive his/her sick leave payments during the period of his/her absence for temporary disability due to the accident and his/her sick leave credit shall not be reduced by reason of any workmen's compensation payments he may receive for temporary disability due to injury.
- C. An employee may elect to draw upon such wages as have been earned by said employee prior to his/her injury and withheld for payment as so called "summer monies", during that period of time between the occurrence of the injury and the determination as to the coverage by workmen's compensation. An employee who makes such an election must take his/her remaining "summer monies" as a lump sum payment.
- D. The course of employment shall include anytime an instructor is on school property working with students on official business or on school property working on any approved assignments from the Administration or School Committee.

Article XX - Evening School

- A. Whenever a vacancy occurs in any position in the regular evening school, such vacancies shall be posted on the bulletin board at the office of the school as soon as practicable. Openings in the evening school will, to the extent practicable, be filled first by regularly appointed employees of the Old Colony Regional Vocational Technical High School District staff. Full-time employees will be given first consideration for vacant positions. The Superintendent shall review all applications and may, but is not limited to, consideration of the following factors:

Prior experience in work related courses, length of service at the Old Colony Regional Vocational Technical High School District, quality of work experience and performance, attendance records, certification/license areas, and major and minor fields of study. The Superintendent's decision with regard to appointments shall be final and shall not be subject to the grievance procedure.

- B. Employees shall be paid for service in the evening school program as follows:

2020-2021 School Year - \$40.00 Per Hour
2021-2022 School Year - \$40.00 Per Hour
2022-2023 School Year - \$40.00 Per Hour

When compensation time is given, it will be determined by the Superintendent-Director and the number of hours will be provided to the membership prior to the event.

- C. All teaching appointments to evening school programs shall be for one year only. Such positions shall be posted annually and every person desiring such positions must apply even if he/she has held the position in the previous year. Prior service does not imply continued service in succeeding year.

Article XXI - Use of School Facilities

- A. The Union may request the Superintendent/Committee for the use of school facilities at reasonable times for meetings with Union purpose in accordance with the committee's policy and procedures for the use of school buildings. Such requests must have the approval of the Superintendent or the Committee.

- B. The Union Steward, during his free time, will have the right to place notices, circulars and other materials on faculty bulletin boards in the school and in employees mail boxes. It is expressly understood that no member of the administration will assume responsibility for the posting, distribution or content of materials for the Union or any other teacher organization.

Article XXII - Grievance Procedure

A. Definition

- (1) A grievance is a complaint which affects any employee or group of employees of an alleged violation, misinterpretation, or misapplication of any term of this Agreement.
- (2) An “aggrieved person” is the person(s) making the claim.
- (3) A “party in interest” is the person or persons making the claim or any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

B. Time Limits

- (1) All time limits herein shall consist of calendar days exclusive of regular holidays. The time limits indicated hereunder shall be considered maximum limits unless extended by mutual agreement in writing.
- (2) Failure of an employee for the Union to act on any grievance within the prescribed time limit will act as a bar to any further appeal and the Superintendent’s failure to give a decision within the time limit shall permit the grievant to proceed to the next step.
- (3) It is agreed that any investigation or other handling or other processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or any interruption whatsoever of the instruction program and related activities of the grieving employee or of any employee of the Committee.
- (4) When a grievance arises, the grievance must be filed by the employee within ten (10) days from the day of the event upon which the grievance is based, or from the date when there was common knowledge of the event.

C. Adjustment of Grievances

Level One

An employee with a grievance shall, with or without a representative of the Union present it to the Superintendent in writing within the time limit specified in Paragraph B.4 above. The written grievance shall state the nature of the grievance; shall note the specific clause or clauses of the contract, and shall state the remedy requested. Within four (4) days after receipt of the written grievance by the superintendent, he or his designee shall meet with the aggrieved employee and representatives of the Union in an effort to settle the grievance.

Level Two

In the event that the grievance shall not have been satisfactorily disposed of at Level One, or if at the end of five (5) days following the presentation to the Superintendent, the grievance shall not have been resolved to the employee's satisfaction, the employee may, within fourteen (14) days thereafter file said grievance with the Committee. The Committee shall meet within fourteen (14) days of the receipt of the grievance with the employee and the Union's authorized representative in an effort to settle the grievance.

Level Three

If at the end of the fourteen (14) days following the Level Two meeting the grievance shall not have been resolved to the satisfaction of the grievant, the Union may within thirty (30) days thereafter submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of the American Arbitration Association. The results of such arbitration shall be final and binding.

The Arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted.

The Arbitrator shall have jurisdiction only over disputes arising out of the grievances as defined in Paragraph A. of this Article. The function of the Arbitrator is to determine whether or not there has been a violation of a specific provision of this Agreement not excluded from arbitration.

The Arbitrator shall be without power and authority to do the following:

1. To add to, modify, alter or subtract or amend the terms of the written Agreement.
2. To make a decision or an award which violates any of the Committee's written promulgated educational policies not modified by this Agreement, or an award requiring the Committee to act or engage in conduct prohibited by State or Federal law, or any rules, regulations, or decisions issued under the authority of the Commonwealth of Massachusetts or of the United States Government.
3. To decide a matter which has been excluded from the grievance and arbitration procedures of this Agreement.
4. To determine any violation or alleged violation which occurred prior to the effective date of this Agreement.
5. To find a violation pertaining to the failure of the Committee or the

Superintendent to re-employ a teacher without professional teacher status.

6. The decision of the Arbitrator, if within the scope of his jurisdiction shall be final and binding upon the parties hereto and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument and submission of briefs.

7. Compensation for the services of the Arbitrator, including per diem expenses, if any, and actual subsistence, necessary travel and related expenses will be borne equally by the Committee and the Union, but each party shall bear its own expenses for the presentation of its own case.

D. General Provisions

(1) The Union shall have the right to use in its presentation, at any level of this grievance procedure, any representative or representatives of its choosing.

(2) The costs for the services of an arbitrator will be borne equally by the Committee and the Union.

(3) The Committee acknowledges the right of the Union to participate in the processing of a grievance at any step.

(4) Providing the parties agree, Level One of the Grievance Procedure may be bypassed and a grievance may be brought directly to Level Two.

(5) No reprisals of any kind will be taken by the Committee or the School Administrator against any employee because of his/her participation in the grievance procedure.

(6) If a grievance affects a substantial portion of the membership of a group or class of employees, the Union may submit such a grievance, in writing, to the Superintendent directly, and the processing of such a grievance will be commenced at Level One.

(7) Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing his/her grievance informally under the grievance procedure, and from having his/her grievance adjusted, without the intervention of the Union, provided any such adjustment is not inconsistent with the terms of this Agreement, and provided that the Union has been given the opportunity to be present at such adjustment to state its views. The Union may appeal any adjustment inconsistent with the terms of this Agreement made pursuant to the paragraph directly binding arbitration herein. Further, no dispute may be submitted to binding arbitration by any employee without the consent of the Union.

XXIII - Dues Deductions

The Committee shall deduct from the pay of each employee on a weekly basis all current membership dues of the Union. Said dues will be withdrawn from the employee's salary commencing on the first pay period in October. If at any particular withdrawal time period, any employee or employees have no pay during said withdrawal period, the Committee agrees to withdraw all arrearages in Union dues from the employee's or employees' subsequent earnings.

It is agreed that the Committee will transmit all dues to the Secretary-Treasurer of the Union, providing that by October 1, of each academic year the Secretary-Treasurer of the Union will transmit to the District Treasurer of the School District the amount of current Union dues that are in effect for the school year.

Said deduction shall not be mandatory unless the Committee is in receipt of a properly executed authorization card from the employee involved.

Employees wishing to discontinue dues deduction must notify in writing, the District Treasurer or the Old Colony Regional Vocational Technical High School District and the Secretary-Treasurer of the Union at least sixty (60) days prior to the desired date of discontinuance.

The Union shall indemnify and save harmless the employer from any and all claims, demands, suits and costs incurred in accordance with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with the provisions of this section.

Article XXIV - General

- A. The Committee shall not discriminate in any way against any employees by reason of his/her membership in, or participation in, the activities of the Union.
- B. The Committee will provide the Union Steward with an advance copy of the agenda for each official Committee meeting, and a copy of a supplementary agenda upon request.
- C. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.
- D. The parties hereby agree that this Contract may be amended or modified by mutual agreement. Any agreement so reached shall be reduced to writing and made a part of this Contract.
- E. Section and paragraph headings contained herein are for reference only and shall not limit or affect the meaning or interpretation of this Agreement. The Agreement may be executed in counterpart, each of which shall be deemed an original and all of which together will constitute one and the same instrument.
- F. Any waiver of breach or of a condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms of this Agreement.

Article XXV - Insurance & Other Benefits

A. Health Insurance

The Committee shall contribute on behalf of each eligible current employee, whether currently enrolled or choose to enroll during their employment, seventy-five (75%) of the cost of the premium of whatever pan of insurance selected by the employee from the plans available to him/her. The Teamsters' Health & Welfare Plan or the plans currently offered to the current employee in the bargaining unit shall contribute the balance of twenty-five (25%) of the premiums.

Any hires beginning with the 2014-2015 school year, the Committee shall contribute on behalf of each eligible employee, seventy (70%) of the cost of the premium of whatever plan of insurance selected by the employee from the plan available to him/her. The Teamsters' Health & Welfare Plan or the plans currently offered to the employee in the bargaining unit shall contribute the balance of thirty (30%) of the premiums.

Any hires beginning December 1, 2017, the Committee shall contribute on behalf of each eligible employee, sixty-five (65%) of the cost of the premium of whatever plan of insurance selected by the employee from the plan available to him/her. The Teamsters' Health & Welfare Plan or the plans currently offered to the employee in the bargaining unit shall contribute the balance of thirty-five (35%) of the premiums.

The Committee shall offer at least two (2) dental insurance options, i.e., family/individual from at least two (2) separate dental insurance options for eligible employee. There will be no cost to the District and the entire dental insurance premium is the responsibility of the employee.

B. Life Insurance

For those employees not covered by Teamsters Local 59 Health and Welfare Benefits, the Committee shall contribute seventy-five (75%) percent of the cost of a Five Thousand (\$5,000.00) dollar life insurance policy.

Any employee presently covered by optional life insurance may continue said coverage with full cost borne by the employee.

C. Disability Insurance

The District Committee agrees to deduct disability insurance premiums on behalf of any employee who will contribute fifty (50%) percent of such premium and with the Committee contributing fifty (50%) percent of the premium. The District Committee shall designate the disability insurance plan for its employees. Employees shall notify the Superintendent-Director no later than May 1st, prior to the next school year, authorizing the fifty (50%) percent insurance premium deduction.

D. Other Benefits

(1) Employees will be eligible to participate in a tax-sheltered annuity plan established pursuant to United States Public Law No. 87-310.

(2) Payroll deductions will be allowed at the request of the employee for the following: Credit Unions, Teamsters Local No. 59's Scholarship Fund, United States Savings Bonds, Tax-Sheltered Annuities, 2nd Optional Life Insurance, United Way, Retirement Fund, and Flexible Spending Accounts.

(3) All employees will be reimbursed at a rate per mile equal to that paid employees of the Commonwealth of Massachusetts per mile, for all travel in the performance of their duties as approved in advance by the Superintendent.

(4) Extended Health Benefits.

An Employee who has exhausted all Health Benefits, such as sick days and benefits provided by the Family Medical Leave Act and is still unable to return to work due to a medical condition, then said employee may elect to continue health coverage at a co-pay rate of 50% with the School Committee paying 50%, for a period not to exceed nine (9) months.

In a situation where the employee fails to return to work for reasons other than: (1) the continuation, recurrence, or onset of a serious health condition, or (2) other circumstances beyond the control of the employee, the employer may seek to recover from the employee premiums paid for health care benefits during the leave.

This section shall not affect employees rights under the Cobra Act, Workers Compensation laws, or any other State or Federal statute.

Article XXVI - Non-Teaching Duties

The Committee acknowledges that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore:

- (1) Non-teaching duties shall include, but not be limited to the following:
 - (a) Monitoring of corridors and bathrooms before, during, and after an unassigned period.
 - (b) Preparation of bulletin board displays.
 - (c) Budget preparation.
 - (d) Inventory control.
 - (e) Curriculum planning.
 - (f) Supply requisitioning.
 - (g) Student supervision periods.
 - (h) Administrative Period
- (2) Although employees may be required to collect and transport money for educational purposes, they will not be responsible for the loss of any money collected where such loss is not the fault of the employee. However, monies collected must be turned into the office at the close of each day and shall, under no circumstances, remain in an employee's desk overnight.
- (3) Except in extenuating circumstances, no instructor will be asked to substitute during preparation periods.

Article XXVII - Access to Premises

Authorized agents, as designated in writing by the Secretary-Treasurer of the Union to the Superintendent, shall have access to the premises of the Old Colony Regional Vocational Technical High School District during working hours to conduct Union business, providing said agent signs the register and goes to the Superintendent's office and informs the Superintendent of his/her presence.

In the exercise of the Union's right to access the premises, the Union agrees that its authorized agents shall not in any way interfere or interrupt the education process.

Article XXVIII - Waiver of Additional Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

This Collective Bargaining Agreement constitutes the entire Agreement between the Committee and the Union arrived at as a result of Collective Bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

Article XXIX - Reduction in Force

- (1) In the event that the Committee, for any reason, determines to reduce the number of employees as defined in Article I, the procedures set forth in this Article will govern the lay-off or recall of employees who are affected by such reduction.
- (2) The Committee shall have the sole discretion in determining which position or positions or which type or types of positions are to be eliminated.
- (3) In determining which of its employees are to be laid off to accomplish any such reduction of positions, the Committee will take into consideration the needs of the school system, the total overall quality of past performance, instructional capabilities, professional preparation and education, other professional qualifications, and seniority as employees of the Committee. Where, in the opinion of the Committee, the total overall quality of past performance, instructional capabilities, professional preparation and education, and other professional qualifications are substantially equal, employees will be laid off in the order of their seniority as employees of the Committee, those of least seniority to be laid off first. It is understood that, in reference to Paragraph 3, 4, 5, and 7 the formal employee evaluations are only one component of the facts to be analyzed by the School Committee when it is making this determination.
- (4) The laid off employee, or the employee whose position is eliminated, may, at the discretion of the Superintendent, be transferred to a position, which is vacant and for which the employee is properly certified.
- (5) Members of the bargaining unit who have been laid off due to a reduction in personnel shall be seriously considered for full-time and part-time vacancies which may occur in positions within the bargaining unit for the period of twenty-four (24) months following the date of the layoff. During this recall period, a laid off employee will be notified by certified mail to his/her last address of record, of the Committee's intent to recall him/her. A laid off employee must notify the Superintendent in writing of his/her acceptance of any offer to recall within fifteen (15) days from the date of his/her receipt of said certified mail. A laid off employee's failure to so notify the Superintendent of his/her acceptance of any such offer or his/her failure, after accepting any such offer, to report for duty on the date indicated, shall terminate his/her recall rights, notwithstanding the fact the period of recall has not expired.

The School Committee shall use the same criteria as stated in Paragraph 3 when determining which laid off employee, if any, is to be recalled.

- (6) Seniority as used herein shall mean an employee's length of continuous service in

years, months, and days in the employ of the School Committee. Employees hired on the same day shall be given seniority by the order in which they were hired. Summer employment and employment as a reserve or substitute employee shall not be credited for seniority purposes.

(7) Teachers may be laid off any time during the school year after being given the written notice required under the applicable provisions of Chapter 71 of the General Laws of Massachusetts. Other employees may be laid off at any time during the school year after being given written notice by the School Committee.

(7) Part-time employees will receive 0.5 of a year seniority credit for the time they spend in part-time service.

(8) Employees who have been laid off will have their unused accumulated sick leave restored upon return from lay off.

(9) The provisions of this Article shall not apply to employees whose contracts are not renewed or whose contracts are terminated for reasons other than a reduction in personnel or to employees who are employed solely to implement a Federally supported educational program.

(10) Employees who are laid off may continue, for the periods and on the conditions indicated herein, the group health and life insurance coverage, which is provided to members of the bargaining unit, by paying the full amount of the premium for such insurance to the Committee. Employees may continue such insurance coverage during the said period for which they are eligible for recall. In the event any such employee fails to make payment of said premium or refuses any offer of recall during said period his/her option to continue such insurance coverage shall terminate. This paragraph is subject to approval by the insurance carrier.

(11) Such an employee may have an entitlement to greater rights pursuant to COBRA, although the terms of COBRA are not intended by the parties to be grievable under this collective bargaining agreement.

Article XXX – Longevity

LONGEVITY

Paragraph 1: \$1,200 (2020-2023) – Current employees will continue with this longevity schedule when they have attained five (5) years of service and have worked on Step 12 for one full year school year. This step of longevity would be phased out with current employees and does not include new hired employees for the 2014-2015 school year and beyond.

Paragraph 2: \$1,300 (2020-2023) additional shall be paid to each teacher or employee covered by this agreement and with one (1) year of service at step 12 and entering his/her tenth full school year on contract with the Old Colony Regional Vocational Technical High School District.

Paragraph 3: \$1,425 (2020-2023) additional shall be paid to each teacher or employee covered by this agreement and with one year of service at step 12 and entering his/her fifteenth full school year on contract with the Old Colony Regional Vocational Technical High School District.

Paragraph 4: \$1,600 (2020-2023) additional shall be paid to each teacher or employee covered by this agreement and with one year of service at step 12 and entering his/her twentieth full school year on contract with the Old Colony Regional Vocational Technical High School District.

Paragraph 5: \$1,725 (2020-2023) additional shall be paid to each teacher or employee covered by this agreement and with one year of service at step 12 and entering his/her twenty-fifth full school year on contract with the Old Colony Regional Vocational Technical High School District.

The longevity payment will be paid in one lump sum on the second payday in December.

Part-time employees will be paid half the amount of the longevity payment according to the above language.

Any employee who leaves their employment for any reason during the school year shall receive longevity due that year in the following increments:

On the Payroll:	
September 1 st	25%
October 1 st	50%
November 1 st	75%
Second Pay Day of December	100%

SCHEDULE A
2020-2021 SALARY SCHEDULE
(2% 182 School Days)

	I VL BS	II VL +39 BS +15	III VL +90 BS +30 or M	IV BS M +15	V M M +30 or CAGS	VI M +30 M +60 CAGS +30 or PhD
1	50,024	51,190	52,370	53,538	54,491	55,865
2	53,524	54,775	55,852	57,020	58,185	59,351
3	55,088	56,016	57,435	58,607	59,784	60,941
4	58,278	59,450	60,616	61,777	62,957	64,124
5	61,510	62,087	63,261	64,421	65,589	66,760
6	63,555	64,730	65,903	67,062	68,233	69,396
7	66,207	67,373	68,538	69,714	70,883	72,044
8	69,883	71,045	72,207	73,382	74,913	75,709
9	73,571	74,861	76,139	77,306	78,384	79,547
10	77,504	78,680	79,855	81,021	82,187	83,350
11	82,240	83,458	84,648	85,848	87,024	88,215
12	83,893	85,136	86,350	87,574	88,774	89,988

SCHEDULE A
2021-2022 SALARY SCHEDULE
(1% 182 School Days, 2% Step 12)

	I VL BS	II VL +39 BS +15	III VL +90 BS +30 or M	IV BS M +15	V M M +30 or CAGS	VI M +30 M +60 CAGS +30 or PhD
1	50,524	51,702	52,894	54,073	55,036	56,424
2	54,059	55,323	56,410	57,590	58,767	59,944
3	55,639	56,576	58,009	59,193	60,382	61,550
4	58,860	60,045	61,222	62,395	63,587	64,766
5	62,126	62,708	63,893	65,065	66,245	67,427
6	64,190	65,378	66,562	67,733	68,915	70,090
7	66,869	68,047	69,224	70,412	71,592	72,764
8	70,582	71,756	72,930	74,116	75,662	76,466
9	74,307	75,609	76,900	78,079	79,168	80,343
10	78,279	79,467	80,654	81,831	83,009	84,184
11	83,062	84,293	85,495	86,707	87,895	89,097
12	85,571	86,839	88,077	89,326	90,549	91,788

SCHEDULE A
2022-2023 SALARY SCHEDULE
(1% 182 School Days, 2% Step 12)

	I	II	III	IV	V	VI
	VL	VL +39	VL +90	BS	M	M +30
	BS	BS +15	BS +30 or M	M +15	M +30 or CAGS	M +60 CAGS +30 or PhD
1	51,029	52,219	53,423	54,614	55,586	56,988
2	54,600	55,876	56,974	58,166	59,355	60,544
3	56,196	57,142	58,589	59,785	60,985	62,165
4	59,449	60,645	61,834	63,019	64,222	65,413
5	62,747	63,335	64,532	65,715	66,907	68,102
6	64,832	66,032	67,228	68,410	69,604	70,791
7	67,538	68,727	69,916	71,116	72,308	73,492
8	71,288	72,473	73,659	74,857	76,418	77,230
9	75,050	76,365	77,669	78,860	79,960	81,146
10	79,062	80,262	81,460	82,649	83,839	85,025
11	83,893	85,136	86,350	87,574	88,774	89,988
12	87,282	88,575	89,838	91,112	92,360	93,624

SCHEDULE B

2020-2021 ATHLETIC STIPENDS (1% Increase)

Head Coaches (Payable at the end of the season)

<u>Position</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Football	5,923	6,269	6,619	8,282
Basketball	4,874	5,225	5,571	7,236
Soccer	4,529	4,874	5,225	6,888
Baseball	4,182	4,529	4,874	6,543
Cross Country	2,615	4,078	4,179	4,459
Softball	4,182	4,529	4,874	6,543
Volleyball	3,309	3,659	4,004	5,671
Golf	2,615	4,078	4,179	4,459
Lacrosse	4,529	4,874	5,225	6,888

Assistant Coaches (Payable at the end of the season)

<u>Position</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Football	2,962	3,138	3,309	4,140
Basketball	2,444	2,615	2,789	3,619
Soccer	2,266	2,444	2,615	3,454
Baseball	2,023	2,161	2,304	3,102
Cross Country	1,950	2,058	2,161	2,927
Softball	2,023	2,161	2,304	3,102
Volleyball	1,950	2,058	2,161	2,927
Lacrosse	2,266	2,444	2,615	3,454

Freshman

<u>Position</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
All Sports	1,533	1,598	1,675	2,109

SCHEDULE B

2021-2022 ATHLETIC STIPENDS (1% Increase)

Head Coaches (Payable at the end of the season)

<u>Position</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Football	5,982	6,332	6,685	8,365
Basketball	4,923	5,277	5,627	7,308
Soccer	4,574	4,923	5,277	6,957
Baseball	4,224	4,574	4,923	6,608
Cross Country	2,641	4,119	4,221	4,504
Softball	4,224	4,574	4,923	6,608
Volleyball	3,342	3,696	4,044	5,728
Golf	2,641	4,119	4,221	4,504
Lacrosse	4,574	4,923	5,277	6,957

Assistant Coaches (Payable at the end of the season)

<u>Position</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Football	2,992	3,169	3,342	4,181
Basketball	2,469	2,641	2,816	3,655
Soccer	2,289	2,469	2,641	3,489
Baseball	2,043	2,183	2,327	3,133
Cross Country	1,970	2,079	2,183	2,956
Softball	2,043	2,183	2,327	3,133
Volleyball	1,970	2,079	2,183	2,956
Lacrosse	2,289	2,469	2,641	3,489

Freshman

<u>Position</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
All Sports	1,549	1,614	1,691	2,130

SCHEDULE B

2022-2023 ATHLETIC STIPENDS (1% Increase)

Head Coaches (Payable at the end of the season)

<u>Position</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Football	6,042	6,395	6,752	8,448
Basketball	4,972	5,330	5,683	7,381
Soccer	4,620	4,972	5,330	7,027
Baseball	4,266	4,620	4,972	6,674
Cross Country	2,667	4,160	4,263	4,549
Softball	4,266	4,620	4,972	6,674
Volleyball	3,375	3,733	4,084	5,785
Golf	2,667	4,160	4,263	4,549
Lacrosse	4,620	4,972	5,330	7,027

Assistant Coaches (Payable at the end of the season)

<u>Position</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Football	3,022	3,201	3,375	4,223
Basketball	2,493	2,667	2,845	3,692
Soccer	2,312	2,493	2,667	3,524
Baseball	2,064	2,205	2,350	3,164
Cross Country	1,990	2,100	2,205	2,986
Softball	2,064	2,205	2,350	3,164
Volleyball	1,990	2,100	2,205	2,986
Lacrosse	2,312	2,493	2,667	3,524

Freshman

<u>Position</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
All Sports	1,564	1,630	1,708	2,151

SCHEDULE C
2020-2021 / 2021-2022 / 2022-2023

EXTRA-CURRICULAR ACTIVITIES (1% Increase)

	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>	
YEARBOOK ADVISOR	\$3,028	\$3,058	\$3,089	
JUNIOR CLASS ADVISOR (2)	\$1,274	\$1,286	\$1,299	
SENIOR CLASS ADVISOR (2)	\$1,551	\$1,567	\$1,583	
STUDENT COUNCIL	\$2,250	\$2,273	\$2,296	
CHEERLEADER ADVISOR	\$1,513	\$1,528	\$1,543	per season
SKILLSUSA ADVISOR (4)	\$1,819	\$1,837	\$1,856	
NATIONAL HONOR SOCIETY ADVISOR (2)	\$1,470	\$1,484	\$1,499	
MENTOR TEACHER FACILITATORS (2)	\$2,250	\$2,273	\$2,296	
GSA ADVISOR	\$1,274	\$1,286	\$1,299	
NON-TRADITIONAL ADVISOR	\$1,274	\$1,286	\$1,299	
OSHA TRAINER/ADVISOR (4)	\$525	\$530	\$536	
CVTE ADVISOR	\$2,877	\$2,906	\$2,935	
CPI PHYSICAL RESTRAINT TRAINER	\$525	\$530	\$536	

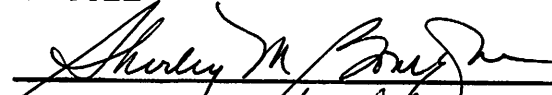
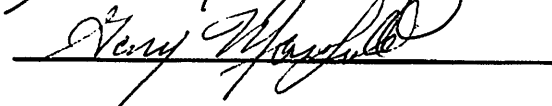
DURATION

This Contract shall take effect on the first day of September, 2020 and expire on the 31st day of August 2023.

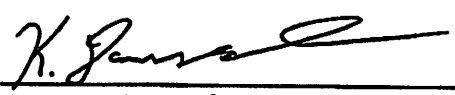

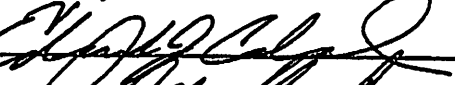
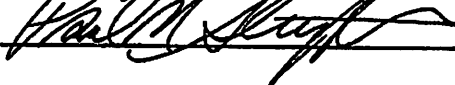


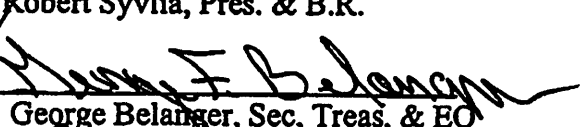
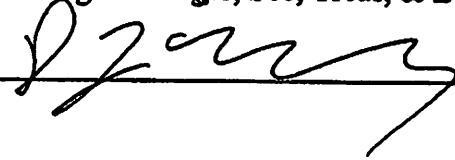
The parties agree to commence negotiations for future salary schedules within a reasonable time after a request to negotiate is made by the Union.

IN WITNESS WHEREOF the parties hereto set their hands and seals this _____ day of March, 2021.

OLD COLONY REGIONAL VOCATIONAL
TECHNICAL HIGH SCHOOL DISTRICT
COMMITTEE

By: 
By: 
By: _____
By: _____
By: _____

TEAMSTERS UNION LOCAL
NO. 59

By: 
By: 
By: 
By: 
By: 
By: 
Robert Syvlia, Pres. & B.R.
By: 
George Belanger, Sec, Treas, & EO
By: 

DURATION

This Contract shall take effect on the first day of September, 2020 and expire on the 31st day of August 2023.

The parties agree to commence negotiations for future salary schedules within a reasonable time after a request to negotiate is made by the Union.

IN WITNESS WHEREOF the parties hereto set their hands and seals this _____ day of March, 2021.

OLD COLONY REGIONAL VOCATIONAL
TECHNICAL HIGH SCHOOL DISTRICT
COMMITTEE

By: *Shirley M. Bourque*

By: *Nancy M. Bourque*

By: _____

By: _____

By: _____

TEAMSTERS UNION LOCAL
NO. 59

By: *K. Janssen*

By: *Kim Janssen*

By: *Charles J. Janssen*

By: *Harold M. Janssen*

By: *Francis M. Janssen*

By: *Robert Syvilia*
Robert Syvilia, Pres. & B.R.

By: _____
George Belanger, Sec, Treas, & EO

By: *D. Janssen*

IMPORTANT NOTICE

**ALL MEMBERS ARE URGED TO CONTACT THE LOCAL UNION OFFICE
IMMEDIATELY UPON THE FOLLOWING:**

A change in his/her home address.

Desire to change beneficiaries through the following offices:

Local Union Office
Health and Welfare Fund
Pension Fund
Credit Union Office

TERMINATION OF EMPLOYMENT.

**A MEMBER MUST REQUEST A WITHDRAWAL CARD IMMEDIATELY UPON
TERMINATION OF EMPLOYMENT. A MEMBER MAY REQUEST A
WITHDRAWAL CARD IF HE/SHE IS TEMPORARILY OUT OF WORK DUE TO
WORKERS COMPENSATION, OFF-THE-JOB INJURY OR SICKNESS, OR ON A
LENGTHY LEAVE OF ABSENCE.**

**Teamsters Union Local No. 59
27 South Sixth Street
New Bedford, MA 02740
(508) 993-1505 OR Fax (508) 999-0642**