

AGREEMENT

BETWEEN

**MONTACHUSETT REGIONAL VOCATIONAL TECHNICAL
SCHOOL DISTRICT**

- and -

MONTACHUSETT REGIONAL TEACHERS' ASSOCIATION

(9/1/08 thru 8/31/11)

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PREAMBLE

In entering this field of collective bargaining, it has been the intention of the parties by the consummation of this Agreement to continue their harmonious relations, to promote mutual cooperation and understanding, to formulate rules, to define and resolve the proper interest of the teachers in their rights of compensation and conditions under which they perform their duties, all with a goal to improving educational opportunities for the students enrolled in the Montachusett Regional School District.

The parties acknowledge that the Committee has complete authority, except as modified by this Agreement, over the policies and administration of the school which it exercises under law and that this vehicle of collective bargaining will continue to provide the teachers with an opportunity to bring their knowledge and experience to bear on matters of professional concern together with that of the Committee with a goal of assisting in solving the growing problems inherent in the advancement of education.

ARTICLE I
RECOGNITION

Subject to any applicable provision of state or federal law or regulation now or hereafter in effect, the Committee recognizes the Association as the exclusive bargaining representative of employees in the following unit:

UNIT: All duly appointed, full-time, professional shop and day classroom teachers including guidance personnel, the Librarian, and the Social Worker.

BUT EXCLUDING: The Superintendent-Director, Assistant Director/Principal, Director of Student Services, Director of Academic Programs, Director of Vocational Programs, Business Manager, Dean of Students, School Nurse, Director of Technology, Vocational Supervisor, Coordinator of Post Graduate and Continuing Studies, Director of Facilities, substitute teachers, part-time and other employees of the Montachusett Regional Vocational School District and all others not identified as included.

For the purpose of this Agreement, references herein to "teacher," "professional staff member," "staff member" and "employee" are synonymous and constitute references to members of the bargaining unit.

ARTICLE II
RIGHTS OF COMMITTEE

The Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the legislative body charged with the responsibility for the quality of education in, and the efficient and economical operation of, the Montachusett Regional School District, it is acknowledged that the Committee has the final responsibility of establishing the educational policies of the Montachusett Regional Vocational Technical School.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

As to every matter not expressly covered by this Agreement, and except as directly modified by a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers and responsibilities that it has or may hereafter be granted by law, and may exercise the same at its discretion without such exercise being made the subject of a grievance-arbitration proceeding.

ARTICLE III
GRIEVANCE PROCEDURE

Section A

1. A "grievance" is hereby defined as a misinterpretation or misapplication of a specific section of this contract to an individual teacher. The grievance shall be in writing setting forth the specific section of the contract misinterpreted or misapplied and the relief sought.
2. A "grievant" is the person or persons or the Association itself making the claim or complaint.
3. A "party in interest" is the person or persons and/or Association making the claim and filing the grievance and any person who might be required to take action in order to resolve the grievance.

Section B - Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of bargaining unit and covered by this contract. Both parties agree that these proceedings will remain confidential throughout these proceedings (except by mutual agreement).

2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration. Teachers shall be entitled at their request to the presence of MTA field staff beginning with Level Three.

Section C - Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. However, the time limits specified may, except for the initial filing period, be extended by mutual agreement in writing. In the event a grievance is filed on or after June 1st, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One - An aggrieved teacher directly shall present the grievance in writing to his/her Area Director not later than six (6) school days after the act or omission complained of or had knowledge or should have had knowledge thereof. Should the teacher be physically unable to present the grievance, then a union representative may deliver the grievance. Failure to present a grievance within this time limit shall constitute a waiver of the right to file same. The grievance shall be orally discussed by the Area Director, the aggrieved teacher and/or the representative of the Association Grievance Committee who shall attempt to settle it in three (3) school days.
2. Level Two -
 - (a) If not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered, either immediately after the last mutually agreed upon time extension for same or within three (3) school days after the presentation of the grievance, whichever is longer, the aggrieved person may thereafter file the grievance with the Assistant Director/Principal within two (2) school days after the decision of the Area Director at the end of the mutually agreed upon time extension, whichever is longer.
 - (b) The Assistant Director/Principal will meet with the aggrieved person and/or a representative of the Association within five (5) school days after receipt of the grievance in an effort to resolve it.
3. Level Three
 - (a) If not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after the aggrieved person has first met with the Assistant Director/Principal he/she may refer it to the Superintendent-Director or his/her designated representative within two (2) school days after either the decision of the Assistant Director/Principal or immediately upon expiration of the mutually agreed upon time extension, whichever is longer.
 - (b) The Superintendent-Director or his/her designated representative will meet with the aggrieved person and/or a representative of the Association within five (5) school days after receipt of the grievance in an effort to resolve it.

4. Level Four

- (a) If not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within five (5) school days after the aggrieved person has first met with the Superintendent-Director or his/her designated representative, the aggrieved person may refer it to the School Committee within five (5) school days after either a decision by the Superintendent-Director or his/her designated representative or immediately upon expiration of the mutually agreed upon time extension, whichever is longer.
- (b) Within ten (10) school days after receiving the written grievance or at its next regular School Committee meeting, a subcommittee of the School Committee (herein referred to as the "Subcommittee") or the full Committee will meet with the aggrieved person and an Association representative, if the aggrieved person so desires, for the purpose of resolving the grievance. The ultimate decision on the grievance at this level, however, will be rendered by the full School Committee.

Section D - Miscellaneous

1. Any grievance not submitted to a higher step in the grievance procedure within the time limits provided above shall be deemed settled on the basis of the decision of the School Committee or applicable member of the administration of the Montachusett Regional School District in the last level in which the grievance was discussed and shall not thereafter be subject to further processing.
2. All documents and material related to the processing of grievances shall be filed separately from personnel files.
3. Whenever an aggrieved teacher contests a misinterpretation or misapplication of a specific section of the contract by an administrator above the level of Area Director or by the School Committee, the Area Director may refer the grievance to another level, if appropriate, in lieu of answering within three (3) school days. If the grievance is referred to another level, the applicable provisions for the level to which it is referred and any succeeding levels will apply.

Section E – Right to Representation

The employer shall inform employees of their right to be represented by the Association before any disciplinary meeting or any meeting from which discipline may result.

ARTICLE IV
ARBITRATION

Section A

In the event that the grievance had not been satisfactorily disposed of at Level Four, or in the event that no decision has been rendered within five (5) school days after the Level Four meeting, the Association may refer in writing within five (5) school days of the disposition under Level Four, the unsettled grievance to arbitration and shall advise the Superintendent-Director of this decision in writing at the same time. The arbitrators shall be

selected by agreement between the parties. If the parties are unable to agree upon the arbitrator, the selection shall be made by the American Arbitration Association in accordance with its rules and regulations.

Section B

The arbitrator shall be without power or authority to add to, subtract from, or modify in any way the provisions of this contract.

Section C

The decision of the arbitrator shall be in writing setting forth his/her conclusion and the reasons therefor. This decision shall be binding as provided by law. The cost of arbitration shall be borne equally by the Committee and the Association.

Section D

The decision of the arbitrator shall rule only on the interpretation of the grievance as it applies to the contract.

Section E

No reprisals of any kind shall be taken by the School Committee or the administration against any party or representative in connection with use of the grievance machinery.

ARTICLE V
PAYROLL DEDUCTIONS

Section A

The committee agrees to deduct from each teacher's salary a deduction for dues as authorized by each teacher individually and voluntarily and to transmit such monies deducted to the Treasurer of the Association (M.R.T.A.), 1050 Westminster Street, Fitchburg, Massachusetts, on a monthly basis. The Association agrees to submit to the Committee a written dues authorization card duly signed by each individual member authorizing this deduction prior to October 1. This authorization card shall be in accordance with the requirements of applicable law. Authorization cards may be withdrawn and no further dues shall be deducted provided the individual staff member gives the Business Manager notice sixty (60) days in advance in writing with a copy to the Association. Dues shall be deducted for MRTA, MTA, NEA, and MVA/AVA. The procedure for deductions shall be mutually agreed upon between the Association and the Business Manager.

Section B

Effective September 1, 1983 or thirty (30) days after employment, whichever is later, as a condition of employment, an agency service fee equal to that portion of Association dues

used for collective bargaining and contract administration purposes shall be deducted from the salaries of members of the bargaining unit who are not members of the Association. Said fee shall be handled in the same manner as dues in Section A above. Said deduction shall be made and such fee required in accordance with Section 12 of Massachusetts General Laws, Chapter 150E and shall be made if a service fee authorization card has been duly signed by the bargaining unit member involved.

Section C

The Association agrees to indemnify and to hold the Committee harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of or by reason of any action taken by the Committee for the purpose of complying with the provisions of Section A or for the purpose of complying with the provisions of Section B in connection with the making of payroll deductions.

Section D

When authorized individually and voluntarily by a teacher, payroll deductions shall be arranged to permit the making of payments to a credit union or bank and to pay for the teacher's share of insurance benefits provided for in Article XVIII of this Agreement.

Section E

Nothing contained within this Article shall preclude payments made pursuant to this Article by means other than payroll deductions provided that the School Committee shall have no responsibility for collecting dues or fee assessments.

ARTICLE VI
SALARY

Section A

The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.

Section B

1. All persons on the teacher salary schedule will be paid in twenty-six (26) consecutive equal installments. Payments shall be made by direct deposit to the bank or credit union of the employee's choice.
2. Upon written application made to the Superintendent-Director, at least thirty (30) days prior to the last day of school, a teacher may choose to be paid the remainder of his/her salary in a lump sum in the last pay period in June.

Section C

Annual increments will be granted by the Superintendent-Director provided the teacher displays satisfactory teaching performance as determined by the administration through the evaluative procedure established after consultation with and input from representatives of the Association. If a teacher is to have an increment withheld, he or she shall be so notified in writing before the end of the school year, preferably by April 15. Said teacher shall be given an opportunity to personally discuss with the Superintendent-Director or his/her designee the reasons therefor. Such meeting shall be scheduled no later than five (5) school days after notification. If not satisfied after any such discussion(s), said teacher may file a grievance in accordance with Article III directly with the School Committee at Level Four, not later than six (6) school days after said discussion.

Section D

The Committee may, in its discretion, grant credit toward lateral movement on the salary schedule to nonacademic teachers for attendance and completion of MAVA or equivalent workshops held for professional improvement. The Committee will determine at its discretion whether credit will be given for a particular workshop, and, if so, how much credit. All requests for credit must be submitted to the School Committee through the Superintendent- Director sufficiently in advance of the scheduled workshop to permit Committee review and action and must include, for a non-MAVA workshop, a brief written rationale for taking a non-MAVA workshop credit. The Committee may, in its discretion grant credit toward lateral movement on the salary schedule to registered allied health professionals for professional improvement, including continuing education credits taken to maintain their licensure or registration when courses for such credits are taken during non-working time. Credit shall be given as provided by the Accredited Boards of Registration (15 CEU's = 1 credit). The Superintendent-Director may recommend Committee approval or denial of the particular request if he/she wishes, but such recommendation will not be binding on the Committee.

Section E Longevity

- A. Effective September 1, 2002, after completion of the number of years of creditable service as indicated in the table below, members of the bargaining unit shall receive the corresponding annual longevity payment

2008-2009

Year	Amount	Year	Amount	Year	Amount	Year	Amount	Year	Amount
15	395	20	620	25	845	30	1069	35	1069
16	395	21	620	26	845	31	1069	36	1069
17	395	22	620	27	845	32	1069	37	1069
18	395	23	620	28	845	33	1069	38	1069
19	395	24	620	29	845	34	1069	39	1069

2009-2010

Agreement – MRVTS & MRTA 9/1/08 – 8/31/11

Year	Amount	Year	Amount	Year	Amount	Year	Amount	Year	Amount
15	407	20	638	25	870	30	1101	35	1101
16	407	21	638	26	870	31	1101	36	1101
17	407	22	638	27	870	32	1101	37	1101
18	407	23	638	28	870	33	1101	38	1101
19	407	24	638	29	870	34	1101	39	1101

2010-2011

Year	Amount	Year	Amount	Year	Amount	Year	Amount	Year	Amount
15	419	20	657	25	896	30	1134	35	1134
16	419	21	657	26	896	31	1134	36	1134
17	419	22	657	27	896	32	1134	37	1134
18	419	23	657	28	896	33	1134	38	1134
19	419	24	657	29	896	34	1134	39	1134

Said longevity payments shall be made on the first pay period of December of each year, with the amount of payment calculated based on the previous year completed.

- B 1. A bargaining unit member with at least fifteen (15) years of service completed at Monty Tech may elect longevity payments of \$3,200 (for a total of \$9600) in each of three consecutive years in addition to any applicable longevity pay provided for in Section A above.

In the event the bargaining unit member elects payment under Section B1 of this Article and his/her employment is terminated, for any reason, prior to completion of the three (3) year employment period referenced in said Section B1, such member shall receive a lump sum payment upon termination of the difference between \$9600 and any amounts already collected by the member under said Section B1.

The above longevity pay will be paid to a surviving spouse or other beneficiary in the event of death of the employee, provided application as referenced in Section B2 of this Article has been made.

- B 2. Bargaining unit members must apply for the longevity payment on or before January 1 preceding the academic year in which they wish to begin collecting said benefit. The Superintendent-Director may, at his sole discretion, waive the application time line in specific instances.
- B 3. Application is required to receive payments provided under Section B1 of this Article and immediate placement is not insured, since the system retains the right to set budget limits.
- B 4. In the event that Monty Tech determines, in its sole discretion, that an abnormally high number of members (in excess of 10) elect payment provided under Section B1 of this Article in a specific year and there are insufficient budgetary resources to support all such payments, the following sequence of events will take place:

- a. A request will go to all members who have elected this option seeking members willing to delay the start of this option to the next school year. Members will have five (5) school days to respond to this request.
 - b. If a budgetary problem still exists after voluntary delays are sought, members electing this option will start in order of seniority, with the most senior being placed first and the remainder placed at the top of the list for the next school year. It is understood that the School District will fund a minimum of ten (10) applicants, or all applicants who apply in any year, if said number of applicants is less than ten (10).
- B 5. No bargaining unit member will be denied immediate placement as provided in Section B1 of this Article for any reason other than specified in Section B3 or B4 of this Article.
- B 6. The Montachusett Regional Vocational Technical School District School Committee and the Montachusett Regional Teachers' Association will review this Article prior to the ratification of all subsequent contracts to increase/decrease or leave unchanged the longevity payment provided in Section B1 of this Article, however, consensus and separate agreement between the School Committee and the Teacher's Association is required for a change to become effective.
- B 7. Implementation of Longevity:** The Longevity plan described above will replace the district's obligation under Article XIX - Separation Pay and the longevity table presently attached to the teacher salary schedule, appendix 'A.' However, employees may opt out of Section B of the longevity plan and continue to qualify for Article XIX - Separation Pay, subject to the following conditions:
Within 60 days of the date of ratification of the contract (successor to 9/1/99 thru 8/31/02) as indicated in Article XXV - Duration -
- (1) The employee must be within 5 years of retirement.
 - (2) Each employee desiring to opt out of longevity section B must inform the District, in writing, of his/her desire to remain under the terms of separation pay. Notice of intent to retire must be provided concurrently.

Any employee failing to provide such notice as indicated above shall be automatically enrolled in the longevity plan and lose all rights and privileges associated with Article XIX 'Separation Pay.' It is further understood that the decision to remain on the current separation pay, or participate in the longevity plan is final and irrevocable once the 60 day decision period has expired.

Section F Merit Pay and Mentor Teachers

The Superintendent-Director, at his/her sole discretion, may recognize and compensate deserving teacher(s) for outstanding performance.

Mentor teachers shall receive a compensation of \$700.00 per provisional teacher.

Mentor coordinator(s) shall receive a compensation of \$1500.00

ARTICLE VII
TEACHER EVALUATION

Section A

All observations by any means for purposes of evaluation of professional performance of a teacher will be conducted openly and with full knowledge of the teacher. Supervision of teachers will be conducted openly and with full knowledge of the teacher.

Section B

The Teacher Evaluation will be in conformance with the attached Teacher Evaluation Agreement (See Appendix D).

Section C

The contents of evaluation reports are not subject to the grievance and arbitration procedures of this Agreement except that any contention that an "unsatisfactory" evaluation is arbitrary or without foundation may be raised through the grievance procedure to the level of the School Committee.

ARTICLE VIII
SICK LEAVE

Section A

Teachers shall be entitled to fifteen (15) days sick leave granted in the following manner:

1. Teachers with zero to one (0-1) year of service: eight (8) days granted on the first official day of the school year provided that they work that day and seven (7) additional days granted on January first of that school year.
2. All other teachers: fifteen (15) days sick leave granted on the first official day of the school year, provided that they work that day.
3. Teachers not reporting on the first day shall be entitled to all sick leave for the coming academic year pro-rated from the first day that they report to work, unless excused by the Superintendent-Director or his/her designee, or unless on extended sick leave.

- a. Teachers leaving the system will be credited with sick leave which is pro-rated for the actual time worked.
4. Unused sick leave will accumulate to one hundred eighty (180) days for staff hired after September 1, 1998.

Section B

Sick leave may accumulate without limit from year to year for those teachers employed prior to the school year beginning September, 1998.

Section C

The School Committee may grant extended sick leave in its sole discretion with or without pay.

Section D

Sick leave may not be used for any other purpose except illness or injury to the teacher. A doctor's certificate may be required upon return from an absence exceeding five (5) consecutive days. The teacher must notify the designated representative of the Superintendent-Director on or before the first day of the absence due to illness or injury, and inform him/her as to the nature of the illness, and as to when the teacher expects to return to work. The teacher is expected to keep the designated representative of the Superintendent-Director reasonably informed during such absence. Abuses of sick leave will be treated as individual disciplinary cases by the Superintendent-Director.

Section E

The Superintendent-Director shall provide, by September 30 of each school year, or as circumstances permit, a written notice of the number of accumulated days of sick leave available to each teacher.

ARTICLE IX
PERSONAL LEAVE

Section A

It is recognized by all that absences by regular teachers from the classroom interrupt the educational process and must, therefore, be held to an absolute minimum.

Section B

In each school year, the teacher shall be entitled to three (3) days personal leave for only imperative personal business or legal obligations which cannot be conducted outside of school hours. Requests for such leave must be made in writing to the Superintendent-Director as early as possible for his/her approval, but not less than three (3) school days before such absence occurs, except in emergencies. No request for personal leave will be submitted so as to extend a holiday or vacation period, nor shall personal leave be taken during the first two weeks or the last two weeks of the school year unless in an emergency.

Personal leave days are not cumulative. The teacher shall be notified in writing of approval or denial not later than twenty-four (24) hours prior to the requested absence.

Employees who use any combination of personal or sick leave, totaling less than three (3) days will be compensated for those days at the rate of fifty (50%) percent of the individual's daily rate.

<u>Used Sick Days</u>	<u>Used Personal Days</u>	<u>Bought Back</u>
3	0	0
2.5	0	0.5
2	0	1
1.5	0	1.5
1	0	2
0	0	3
0	0.5	2.5
0	1	2
0	1.5	1.5
0	2	1
0	2.5	0.5
0	3	0
1	1	1
2	1	0
1	2	0

Section C

Nothing in this section shall preclude the Superintendent-Director from granting additional personal leave with or without pay for reasons which he/she deems urgent. In cases of personal leave without pay, deductions from salary will be made on the basis of the daily equivalent of the teacher's salary for each such day. The "daily equivalent" will be derived by dividing the teacher's salary on an annualized basis by one hundred eighty-three (183) days.

Section D

Leaves of absence with pay will be granted for purposes of the following special religious observances:

- a. Good Friday
- b. Rosh Hashanah (2 days)
- c. Yom Kipper (1 day)
- d. Eastern Orthodox Good Friday

Section E

Temporary leaves may be granted for time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.

Section F - Extended Leaves of Absence

A leave of absence without pay for one academic year may be granted, upon request, to full-time staff members who have completed seven (7) continuous years of service in the system as full-time staff members.

- a. The Superintendent-Director may recommend such leave for the individual staff member concerned and the School Committee may approve such leave.
- b. No more than two (2) staff members may be out on a leave of absence at any one time under the terms of this Article.
- c. The Superintendent-Director's recommendation shall be based on the total professional work performance at the School District (i.e., experience, attendance, evaluations, etc.).
- d. All benefits to which a staff member was entitled under the collective bargaining agreement will be restored to the staff member upon return to service, and the staff member will be placed on the applicable step of the salary schedule he/she attained when the leave commenced.
- e. Leave under this section shall not be taken more frequently than every seven (7) years provided that no other qualified applicants who have not had such leave are seeking said leave.
- f. A request for a leave of absence must cover one complete school year and shall not overlap school years.
- g. The seven (7) years referred to above shall be broken by sixty (60) days absence for any reason other than sick leave (i.e., sabbatical, extended maternity leave, etc.).
- h. Applications for leave under this section may not be filed until January 1 of any year and must be submitted by February 28 of that year.
- i. The provisions of this section are separate from the provisions of other sections of this Agreement under which leave is granted; e.g., Section G, Maternity Leave. However, if a staff member is granted a leave of absence pursuant to this section to begin immediately before or after or to run concurrently with any other leave, the total time of that staff member's absence will not exceed one academic year unless the Committee in its discretion specifically approves otherwise.
- j. Unused accumulated sick leave shall be restored to the teacher upon his or her return and he or she will be assigned to the same position that the teacher previously held at the time of the leave, if available, or as required by applicable statute. If the same position is not available, the teacher will be assigned to the most nearly equivalent position that is available for which the teacher is certified and qualified. The Superintendent-Director shall be the sole judge of the equivalency of the available position and the qualifications of the teacher.

- k. The Superintendent-Director may recommend a third extended leave of absence under this Article to the School Committee for its approval provided that emergency conditions or compelling reasons exist for granting said leave.

Section G - Maternity Leave/Military Leave/Non-Discrimination

The School Committee will comply with Federal and State statutes in connection with military leave, maternity leave, and unlawful discrimination.

- a. Section 105D, Chapter 149, of the General Laws. (Maternity Leave)
- b. Section 4 of Chapter 151B of the General Laws.
- c. Selective Service Act of 1940, as amended.

Section H - Jury Duty

1. Teachers who serve jury duty shall be paid in accordance with Massachusetts law. If school is in session while a teacher serves jury duty, a teacher who serves as a juror shall be paid the difference between his/her regular salary and all payments received for jury service, exclusive of any travel allowances.
2. In order to receive pay from the District under Section 1, a staff member must present written proof acceptable to the Superintendent-Director or his/her designee that he/she tried to postpone his/her jury duty until school was not in session.

ARTICLE X
SABBATICAL LEAVE

Section A

Any member of the full-time teaching staff who has served continuously in the Montachusett Regional Vocational Technical School for a period of at least six (6) full years may, upon recommendation of the Superintendent-Director, be granted sabbatical leave not exceeding one (1) year for advanced study in an area of particular advantage to the school system or for study in a Doctoral program.

Section B

A teacher on sabbatical leave shall receive compensation equal to the difference between his/her annual salary and the total amount or amounts of any grants or financial assistance he/she may have received from outside sources for the purposes of his/her sabbatical leave, provided, however, that in no event shall the amount of the salary to be paid to such teacher exceed one-half (1/2) the annual salary to which he/she would have been entitled had he/she remained in the school system that year. The term "grants or financial assistance" shall not include the cost of required tuition or book expense where such can be verified.

Section C

Requests for sabbatical leave must be submitted in writing to the Superintendent-Director by January 1 of the calendar year for which the request is made and approval or disapproval will be made in writing by April 1.

Section D

Before beginning the sabbatical leave, the teacher shall enter into contract to return to active service in the Montachusett Regional Vocational School District for a period of at least two (2) years after the expiration of such leave. A teacher who defaults in completing this service shall repay to the School District an amount equal to such proportion of salary received while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered; provided, however, that the teacher shall be released from such payment if his/her failure to serve the two years as stipulated be due to his illness, disability, or death.

Section E

A teacher returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the school system.

Section F

A member of the professional staff who has been given a sabbatical leave shall serve for an additional six (6) years before being eligible for a consideration for another sabbatical leave.

Section G

Not more than one member of the bargaining unit shall be on sabbatical leave at any one time.

ARTICLE XI
BEREAVEMENT LEAVE

Members of the bargaining unit will be allowed up to four (4) consecutive work days (but not to extend beyond seven (7) calendar days from the date of death) of leave during the school year in any case of death in the immediate family. Immediate family shall mean spouse, child, parent or sibling, parent-in-law, grandparent or any relative living within the household. One day, subject to the approval of the Superintendent-Director, shall be granted for other deaths. In the event of hardship caused by death in the immediate family, the Superintendent-Director may, upon request of an affected teacher, within his/her discretion, grant additional bereavement leave with or without pay.

ARTICLE XII
TEACHERS' LEGAL ASSISTANCE

Section A

Teachers will immediately report in writing all cases of assault suffered by them in connection with their employment to the Superintendent-Director or his/her designee.

Section B

The teacher's report of assault will be forwarded to the School Committee.

Section C

The School Committee shall comply with the General Laws concerning Workmen's Compensation and will notify the Massachusetts Teachers' Retirement Board as required by the General Laws, Chapter 32, Section 7, and will provide a copy of such notification to the teacher.

ARTICLE XIII
EDUCATIONAL DEVELOPMENT

Section A

The Association shall appoint an Educational Development Committee which will consider the future development of curriculum, teaching methods, teaching materials, teaching facilities and all aspects of educational methodology intended to encourage improvement of the educational program. This committee will cooperate with the administration in the implementation of educational revisions and will periodically meet with the administration, except at meetings during budget sessions, and make recommendations to the Superintendent-Director. These recommendations will be submitted to the School Committee on a mutually agreed upon agenda.

Section B

A study committee consisting of three persons designated by the Association and three persons designated by the Committee shall be created during the term of this Agreement for the purpose of reviewing the evaluation procedure in effect for members of the bargaining unit. The Committee will meet periodically during the term of this Agreement, and any recommendations made by the study committee will be submitted to the Superintendent-Director and the School Committee, but shall be advisory only.

Section C

Proposed changes to the teachers' handbook will be given to the teachers prior to School Committee approval.

ARTICLE XIV
CONDITIONS OF EMPLOYMENT

Section A

The contract of an employee will not be terminated by the School Committee except for cause and in accordance with the provisions of the General Laws.

Section B

Teachers, in conjunction with students and parents, will provide for conferences when necessary at mutually agreeable times.

Section C

The Association and the Committee recognize that participation in and attendance at school-oriented programs outside of normal teaching hours are part of the duties of the professional teacher. Therefore, teachers may be required to attend monthly meetings after school. Agendas will be posted at least two (2) school days in advance of the meeting. In addition to these monthly meetings, teachers attendance at additional functions is necessary for efficient operation of the school. However, the parties recognize that attendance at all evening functions may not be possible, therefore, active participation to the fullest extent is encouraged and attendance at evening meetings other than one (1) Open House, which may be on a weekend, two (2) Parents' Nights and one (1) other night as may be requested by the Superintendent-Director shall be on a voluntary basis. In addition, it is strongly encouraged that all teachers attend graduation.

Section D

Flu shots shall be provided at the school without cost for those members of the staff who wish them, provided that the Superintendent-Director is able to secure the services of a qualified physician, or school nurse, to administer such shots at the school.

Section E

No teacher shall be obliged to obtain his/her own substitute. In the event no substitute can be found it is understood that the Superintendent or his designee, utilizing a pre-assigned rotation schedule, may assign teachers then having an administrative assigned period to class coverage. It is further understood that if it is necessary to utilize a teacher during his/her preparation and evaluation period, that such teacher shall not be required to surrender another preparation period within the next thirty (30) days. Teachers required to surrender a preparation period shall be compensated at a rate of pay of \$13.50 (2008-2009) \$13.91 (2009-2010) \$14.33 (2010-2011) for each such period.

Section F

Teachers may be asked to collect or transmit money, such as, but not limited to, money for uniforms, books and supplies, materials or equipment damaged by students. However, teachers will not be held liable for monies collected or transmitted.

Section G

There shall be no dress code for teachers, however, teachers will be expected to dress in conformity with socially acceptable standards and in conformance to safety codes. Teachers are expected to dress in a way that is a credit to the teaching profession. Teachers must ensure proper dress at all times. Teachers are a role model for students-and their dress should reflect the professional role they fill. Vocational-Technical instructors shall dress in a manner reflective of the standards of their industry and in conformance with all safety and health codes. Academic instructors and office-based technical instructors shall dress in a manner reflective of the standards of professionals in an office setting. This does not preclude the opportunity of dress down days when appropriate.

The Committee shall supply laboratory coats or uniforms (coveralls) to staff members (in positions agreed upon by the Committee and the Association) who request coats or uniforms subject to the following conditions:

- a. In order to receive a uniform or coat, a staff member must request one in writing prior to the end of the first week of the school year.
- b. Staff members who request a uniform or coat are expected to wear the uniform or coat at appropriate times to the extent possible. Staff members who do not wear uniforms and coats will not be issued uniforms and coats in the future.
- c. Uniforms or coats will be supplied in duplicate once every three years.
- d. Coats and uniforms which are worn out or destroyed may be turned in on a one-time basis for a replacement uniform or coat.
- e. Staff members are not entitled to replacements if their uniforms are lost, stolen or negligently destroyed unless they replace such uniforms at their own expense or unless excused by the Superintendent-Director in writing.
- f. The Committee may utilize the service of a rental supply company if it chooses.

Section H

Initial placement on the professional salary schedule step shall be based on the individual applicant's background and experience, as determined by the Superintendent-Director.

Section I

Employees covered by this Agreement who use their personal vehicles in the performance of official school business may do so only with the prior written approval, or at the request of the Superintendent-Director. Such authorized employees using their personal vehicles for school-related reasons shall be reimbursed for such mileage at the current IRS rate.

Section J REDUCTION IN STAFF AMONG TEACHERS IN THE BARGAINING UNIT

I. General Statement of Policy

It is recognized that it may become necessary to eliminate certified staff positions in certain circumstances, such as a decrease in enrollment, a decrease in revenues, or for other reasons. It is hereby recognized that it is within the sole discretion of the School Committee to reduce the educational program and staff.

II. Guidelines

When it becomes necessary to reduce the number of teachers, the Committee shall first determine and identify the area(s), position(s) or curriculum part(s), in which the reduction(s) shall take place. In determining the identity of teachers who shall thereafter be released, the following guidelines shall apply, except in unusual circumstances which the parties recognize may arise from time to time due to the character and needs of a vocational-technical institution.

1. Retirements, resignations, non-renewals and terminations among the teaching staff will first be reviewed to determine if the staff is reduced in sufficient number in this manner to avoid further release of teachers.
2. If additional teachers must be released, a review will be made of the performance and ability, as well as length of service as a member of the school's staff of the non-professional status teachers in the positions to be reduced, non-professional status teachers being those staff members duly elected by the Committee who have not yet received tenure under the General Laws.
3. Based upon the recommendation of the Superintendent-Director, and if in the judgment of the School Committee, compelling or specialized educational needs do not exist which require retention of a non-professional status teacher, teachers who have received professional status under the provisions of the General Laws shall not be released until all non-professional status teachers within the position(s) designated for reduction have first been released. If it becomes necessary to reduce the number of professional status teachers and if the performance and ability among professional status teachers in the area of reduction is substantially equivalent, the teacher having the longest length of service in the school system shall be given preference. However, where there is a difference in performance and ability as determined by the Committee, or

where the Committee determines that specialized job requirements or needs exist, the more capable or skilled teacher shall be retained. Certification, academic degree status, and additional course (Graduate) credits shall also be considered where appropriate. Further, in cases of staff reduction caused by declining student enrollment, professional status teachers shall be permitted to displace non-professional status teachers in other positions in the school, provided that they are qualified and certified to fill the position.

III. Policy Provisions Not Applicable To Promotions

Nothing herein shall be construed or interpreted to require the promotion of a teacher to a position of higher rank, authority or compensation.

IV. Notification

The School Committee shall provide written notice to the employee(s) to be affected by any reduction in staff stating the reasons for said reduction as far in advance of the effective date of the reduction as is feasible under the circumstances but not later than June 15 preceding the start of a school year.

V. Benefits

- A. An employee who has been separated due to reduction in force (RIF) may continue to participate in any group insurance program for the recall period specified in VI below, provided he/she pays the full cost of the program and provided, further, that the provisions of the appropriate group policy permit such continuation.
- B. Upon return from reduction (recall), an employee shall be granted any sick-leave benefits he/she had accrued up to the point of his/her termination.

VI. Recall

- A. Any employee terminated pursuant to this article shall have recall rights to any position which becomes vacant and for which he/she is qualified for a period of one (1) calendar year and two (2) years after ten (10) cumulative years of service from the effective date of termination.
- B. In the event of recall, the employee shall be placed on the salary schedule at the level he/she had attained at the time of termination, unless the position which the recalled teacher fills specifically pays a lesser compensation.
- C. No new employee shall be hired into the bargaining unit while any teacher qualified and certified to fill a vacancy possesses recall rights and wishes to fill said vacancy. The effective date of such qualification and certification will be determined in accordance with subdivision D below.
- D. If a teaching position within the bargaining unit becomes open during such period and a teacher on the reappointment list is certified and qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to the teacher's last address appearing on Committee records, prior to the anticipated date of reemployment. Any teacher so notified must accept or reject any offer of appointment in writing within six (6) days after receipt of the notification and in no event later than eight (8) days after the notification is sent. If such teacher rejects any appointment offered or does not respond in writing within the eight-day period according to this procedure, the teacher's name will

be removed from the possible reappointment list, and he/she shall forfeit all such recall rights. Teachers shall be recalled in their inverse order of termination, to positions for which they are certified and qualified, unless, in the judgment of the School Committee, compelling or specialized educational needs or skills are present which justify departure from inverse recall. Such qualification and certification referred to in this section will be determined as of the effective date of the teacher's separation, provided that any teacher who obtains additional qualification(s) and certification(s) during the one-year period set forth in subdivision A above will be offered appointment in this new area if:

1. The teacher submits satisfactory proof of new qualification(s) and certification(s) to the Committee, and
 2. Every teacher who had certification and qualification for this position as of the effective date of his/her separation has rejected or failed to respond to an offer of appointment.
- E. During the period in which they are subject to recall, professional status teachers shall be given preference on the substitute list if they so request in writing.

Section K

Staff members involved in vocational programs outside of school facilities for educational purposes may be required to transport students. If such transportation occurs in vehicles that require Class II Licenses, staff members shall:

1. Not be required to pay for the cost of obtaining a Class II license for this purpose.
2. Not be required to drive vehicles that are larger than the present District-owned minibuses (16 seats or less).
3. Not be subject to dismissal solely because of the loss of their driver's license or because they are unable to drive due to a physical condition except as noted in 8 below.
4. Be covered by the Committee's umbrella liability insurance policy.
5. Continue to receive their 30-minute duty-free lunch period.
6. Be reimbursed for the cost of a physical examination if required or, at the School Committee's option, take a physical examination by the School Committee's physician at no cost.
7. Take an eight (8) hour refresher course on their own time as a group at the Committee's expense.
8. The failure of a staff member to exert a reasonable effort to obtain and/or retain such a license shall be grounds for disciplinary action.

Section L – Safety and Health

The Employer shall provide a safe and healthful working environment. Employees shall not be subjected to unsafe or hazardous conditions in the course of their employment or be required to perform tasks that endanger their or their student’s health, safety or well being.

The Employer and the Association shall form a Safety & Health Committee. It shall be comprised of members representing teachers, maintenance personnel, administration, students and other stake holders as deemed appropriate to the Monty Tech community. The committee shall forward recommendations regarding Safety & Health issues to the Superintendent-Director.

ACTICLE XV
TEACHING HOURS AND LOAD

Section A

When required, changes in the scheduling of the school day shall be made by the Superintendent-Director as he/she deems necessary in light of current conditions. Except in emergencies as determined by the Superintendent-Director, teachers will be consulted concerning any schedule changes in the school day.

Section B

No teacher will be required to teach outside the areas for which he or she is qualified by experience and professional training, as determined by the Superintendent-Director.

Section C

Each academic/special education teacher shall have one period each day for the preparation and evaluations of curricula, one period for work correlation, conferences, or assignments made by the Superintendent-Director or his/her designee and one period for assignments under the Common Learning Period (*one semester or week*) and teaching assignment (*one semester or week*).

Examples

Teacher	Instructional Periods		Prep Periods		Admin. Prep Periods		Common Learning Periods		Total	
	Week A	Week B	Week A	Week B	Week A	Week B	Week A	Week B	Week A	Week B
A	6	7	1	1	1	1	1	0	9	9
B 1 st Semester	7	7	1	1	1	1	0	0	9	9
B 2 nd Semester	6	6	1	1	1	1	1	1	9	9
C	7	6	1	1	1	1	0	1	9	9

During the term of this Agreement, each shop-related teacher will have one period or its equivalent per day for preparation as scheduled by the Superintendent-Director.

Within the bounds of good educational practice a reasonable effort will be made to schedule the preparation period for teachers with known Monty Tech coaching duties during the last period of the day.

Section D

The scheduled work day for professional staff members shall be from 7:45 a.m. to 2:40 p.m. Professional staff members shall report ten (10) minutes prior to start of and remain ten (10) minutes after their scheduled workday. The ten (10) minute period after school shall be waived on Fridays, days preceding holidays or vacations, or if otherwise excused by the Superintendent-Director.

1. Every subject area or shop for which there are three or more teachers must be covered by at least one teacher from that area or shop until 3:15 p.m. Monday, Wednesday and Thursday. In any event, every teacher must remain after school until 3:15 p.m., one of the three days, Monday, Wednesday or Thursday, to be available to students. Except as noted in Section 4 below, on other days teachers must remain until 2:50 p.m.
2. No two teachers from the same subject area or shop may stay on the same afternoon unless that subject area or shop is fully covered on the other two days of the week or unless permitted in writing by the Superintendent-Director.
3. For each school year, the Superintendent-Director or his/her designee will develop a schedule that conforms with these provisions. A copy of this schedule will be posted in each shop/classroom.
4. This section shall not apply to ancillary responsibilities such as bus duty or after-school teacher meetings such as on Tuesdays.

Section E

Pursuant to the provisions of Chapter 71, Section 80 of the General Laws of Massachusetts, all teachers shall be granted a thirty (30) minute duty-free lunch period each work day between the hours of 10:00 a.m. and 1:00 p.m.

Section F

While recognizing the broad spectrum of circumstances which may prevent the achievement of their goal, the Committee and the Association recognize that a teacher's primary responsibility is to teach and that the main focus of his/her energies and professional assignment should be in actual classroom/student instruction.

Section G

The Committee shall not require of teachers the covering of administrative detention halls.

Section H

With the exception of teachers new to the Montachusett Regional School District, the work year of previously employed classroom teachers covered by this Agreement will begin no earlier than the week beginning August 25, and terminate no later than June 30th, and shall be one hundred eighty-eight (188) days, of which one hundred eighty (180) days will be scheduled teaching days, unless the State Board of Education shall require greater time, five (5) days shall be scheduled for snow days or emergencies, and three (3) other days. The five (5) days scheduled for snow or emergencies, if not utilized for that purpose, shall be rescinded. The school year shall consist of one-hundred eighty-three (183) days. All references to the amount of school days shall reference this article and section.

Section I

On the day preceding Thanksgiving school shall be in session one-half (1/2) day.

Section J

Up to three (3) days for Professional Development shall be added to teacher school calendar, commencing with the 1999-2000 school year. These professional days will be identified on the school calendar as approved by the School Committee and shall not occur during scheduled school year vacations. It is not the intent to schedule professional days on Saturdays, Sundays, evenings or holidays.

Teachers will be compensated \$150 per day. Teachers excused from participation by the Superintendent-Director will not be paid. In cases of unexcused absence, teachers will not be paid and in addition, a deduction from the teacher's salary will also be made at a rate of \$150 per day.

Professional Development days will include participation in industry sponsored programs as approved by the Superintendent-Director.

ARTICLE XVI
CLASS SIZE AND GUIDANCE COUNSELORS

Section A

The parties recognize that the size of classes is an important factor in the quality of education afforded students, in the efficient and effective use of available space, personnel, and learning equipment and in achieving the goal of educational excellence.

Section B

1. The School Committee shall attempt to maintain a student/counselor ratio no higher than two hundred fifty to one (250/1).
2. Consistent with the physical limitations of the existing plant and available funds, the School Committee will make every reasonable effort to insure the following:
 - Each counselor shall be provided with his/her own individual office.
- 3 A. The Superintendent-Director shall be entitled to require the attendance of Guidance Counselors for a period of up to twenty (20) school days beyond the scheduled school year though this shall not be construed as a guarantee

thereof. The Superintendent-Director shall schedule such days after consultation with the Guidance Counselors. Guidance Counselors so employed shall be compensated at the daily rate of 1/183 of their regular annual salary.

- B. The Superintendent-Director, for Special Education purposes, shall be entitled to require the attendance of one (1) or more Special Needs teacher for a combined total of ten (10) teacher days beyond the scheduled school year though this shall not be construed as a guarantee thereof. It is further understood that no one teacher will be required to attend more than two (2) of said days but may volunteer to exceed this number and shall be compensated at the daily rate of 1/183 for all days attended.

Such days will be offered on a voluntary basis to all Special Needs staff. After consultation with the Special Needs Staff, the Superintendent-Director will schedule such days at mutually agreed upon times and for mutually agreed upon duties. If necessary, an equitable distribution of days will be developed

ARTICLE XVII

PERSONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Section A

Teachers shall be reimbursed for a maximum of six (6) credits per contract year (except as noted in #3 below) for courses taken in their educational fields provided:

1. That such courses are specific to an approved degree program, Vocational Certification, or individual courses submitted to and approved by the Superintendent-Director prior to the beginning of any such course. The teacher shall be notified in writing of approval or denial as early as possible but not later than three working days prior to the close of registration for such course, provided the request is submitted at least six working days prior to the close of registration for such course and such request is accompanied with all appropriate backup material.
2. That such courses are taken at an accredited college or university or a recognized professional training school.
3. During an individual's first five years of employment up to nine (9) credits per contract year may be taken to fulfill certification requirements for vocational instructors or for the attainment of a master's degree for academic instructors.
4. Further, six (6) earned credits shall be interpreted for vocationally approved teachers to be equal to one hundred fifty (150) hours of approved seminar/workshops or paid/non-paid new on-the-job experience.

Payment shall be made upon evidence of successful completion of the course with a minimum grade of C or Pass (in a Pass/Fail Course) for undergraduate courses and B or Pass (in a Pass/Fail Course) for graduate courses. Reimbursement shall be one hundred percent up to the current Fitchburg State College rate (Note: C in graduate course shall not be refunded).

Teachers shall be reimbursed for 50 percent of required out-of-pocket expenses actually incurred in conjunction with courses for which tuition refund is approved as above limited to required library fees, laboratory fees, and required course registration fees.

Section B

1. Teachers attending conferences, workshops, seminars or other professional improvement sessions at the written request of the Superintendent-Director shall receive 100 percent of the reasonable costs incurred thereby, including fees, lodging and/or transportation costs provided, however, that they may be required to substantiate such costs by appropriate documentation. No reimbursement shall be permitted for alcoholic beverages.
2. Teachers attending conferences, workshops, seminars or other professional improvement sessions with the prior written approval of the Superintendent-Director shall receive a 50 percent refund of the attendance fee or similar cost. Teachers may be required to substantiate such costs as necessary by appropriate documentation. The teacher shall be notified in writing of approval or denial not later than the day prior to the requested attendance, provided such request is made three (3) days prior to the workshop, seminar or other professional improvement session.
3. Reimbursement for travel will be at the current IRS rate. These limits apply to both subsections 1 and 2 above of this section.

Section C

Each Staff member shall be required to obtain three (3) earned credits, or approved professional development, within each five (5) year period, starting September, 2002, provided that such credits are earned pursuant to the completion of courses which satisfy the requirements of Section A1, A2 and A4 above or courses required for certification. It is understood that additional courses may be required of any staff member receiving a majority of unsatisfactory rating(s) in any of the 8 major category areas on his/her performance evaluation. It is further understood that the requirement of a staff member to participate in specific course work as defined in this section must be agreed to by the Superintendent-Director.

Section D

Teachers who have completed the qualifications for advancement to the next column in the salary matrix must make application for said advancement to the Superintendent-

Director within thirty (30) days of such completion or will forfeit such advancement for one (1) calendar year.

Teachers entering the system who feel they were not placed appropriately in the salary matrix will either accept the placement or must file a grievance within sixty (60) days of initial hire. The placement thus determined will not be grievable in the future.

Lateral movement on the salary schedule will be accorded to teachers for courses taken in their educational field or courses that will enhance the teachers ability to serve students at Monty Tech provided that:

- a) Prior approval for course to be taken has been obtained from the Superintendent-Director.
- b) Courses are taken at an accredited college, university or professional training institute with earned credits which are transferable to other accredited colleges, universities or professional training institutes and
- c) Teachers present evidence of successful completion with a minimum grade of C or passed for undergraduate courses or B or passed for graduate courses.

Section E

The School Committee shall offer all teachers the opportunity for professional development sufficient to meet state standards for re-certification and at no cost to the teacher.

Section F

All fees required by the Commonwealth of Massachusetts to maintain or renew professional teaching certificate or license shall be paid in full by the School District, provided all activities (courses, PDPs, self-directed, etc.) used for recertification have been approved by the Superintendent-Director

Section G

Professional development shall be part of the evaluation process. Failure to meet the professional development requirements of the Department of Education and/or the contract shall be cause for dismissal.

ARTICLE XVIII **INSURANCE**

Section A

The Committee, pursuant to Chapter 150 of the Acts of 1962, shall assume 3/4 of the cost of a life insurance policy. The value of the policy shall be equal to the base salary of the employee, rounded to the nearest thousand or \$50,000, whichever is less.

Section B

The Committee shall assume 3/4 of the Blue Cross/Blue Shield or other comparable insurance plan approved by the School Committee for coverage for employees, including

master medical coverage approved by the Committee during 1974. The Committee shall assume 50% of the dental plan. The Committee shall assume 85% of the HMO insurance plans for current employees. For all new employees, hired after July 1, 2008, the Committee shall assume 75% of the HMO insurance plans.

Section C

The Committee shall provide Workmen's Compensation as specified in Chapter 152 of the General Laws.

Section D

The District shall pay \$43.00 of the premium on a \$1,000,000/\$3,000,000 professional liability policy for Allied Health Instructors who elect such coverage.

Section E

The District shall pay seventy-five (75%) percent of medical insurance for members retiring on or after September 1, 1998.

ARTICLE XIX
SEPARATION PAY

Section A

For members maintaining separation pay benefit as delineated in Article VI section B7,

upon notification of retirement, one year in advance from the Montachusett Regional Vocational Technical School, salary adjustment for final year before retirement will be:

A credit of .0012 over and above a teacher's scheduled salary shall be granted and shall constitute regular compensation for his/her final year of service before retirement for every day of attendance in excess of 168 days in each regular ten-month year of service to the Montachusett Regional Vocational Technical School System. If the number of days worked in any given ten-month year of service is less than 168 days, these days shall be deducted from the total number of days credited. Days off for educator's conference, visiting days, or other days allowed by the Superintendent-Director shall be considered as days in school. Sick leave, personal days, bereavement leave, jury duty (as limited below) and any unauthorized absences are not considered days of service. Jury duty of one (1) day will be counted as a day of attendance for purposes of accruing separation days. Absences of more than one day will not count as days of attendance for purposes of accruing separation days, except when jury duty is for sixteen (16) days or more. In those instances, the last fifteen (15) days of jury duty shall count as days of attendance for purposes of accruing separation days..

The intent is that current employees shall be credited with the number of attendance days as documented in August, 1997 and this amount shall be held harmless from any and all reductions for any reason. After September 1, 1997, days taken which reduce the number of days worked below one hundred sixty-eight (168) shall be deducted from the total number of days accrued from August 1997 and after.

The above separation pay will be paid to a surviving spouse or other beneficiary in the event of death of the employee, provided notice has been submitted of his/her intent to retire one year in advance from the Montachusett Regional Vocational Technical School.

Section B

The Superintendent-Director shall provide by September 30 of each school year, or as circumstances permit, a written notice of the number of accumulated separation days as of June 30 of that same year.

ARTICLE XX **POSTING OF PROFESSIONAL POSITIONS**

Section A

Whenever any vacancy in a professional position which the Committee intends to fill occurs during the school year, it will be adequately publicized by the Superintendent-Director by means of a notice placed on the Association bulletin board and a copy of same sent to the President of the Association. Adequate publication shall mean that the notice of the vacancy shall be posted at least five (5) consecutive school days prior to the filling of the position. A second bulletin board will be placed in the school at a point other than the original Association bulletin board on which a notice will also be posted.

Section B

During the months of July and August, written notice of any such vacancy will be given to the Association President. (Teachers who wish individual notice may leave stamped, self-addressed envelopes with the Superintendent-Director.)

Section C

In notices for job vacancy, the notice shall set forth the qualifications for the position, its duties and the rate of compensation.

Section D

When, in judgment of the Superintendent-Director, the qualifications of applicants for the publicized vacancy are equal, preference will be given to the teacher already employed by the system.

Section E

The qualifications set forth for a particular position shall not be changed when such future vacancy occurs unless the Association has been notified in advance of such change.

ARTICLE XXI
CONTINUITY OF EMPLOYMENT

The Montachusett Regional Teachers' Association agrees, pursuant to Chapter 150E, Section 9A of the General Laws of the Commonwealth of Massachusetts, that it shall be unlawful for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by such employees.

ARTICLE XXII
ASSOCIATION PRIVILEGES

Section A

The Association will be granted one-half (1/2) school day once a year for two (2) delegates of the Association to attend the MTA annual convention without loss of salary or charge to sick or personal leave. Attendance at other professional meetings may be granted at the discretion of the Superintendent-Director.

Section B

The Association will have the privilege of using school buildings at reasonable times for business meetings provided such use places no additional financial cost on the School Committee. The regular procedure for application for use of school buildings, as required of other public groups in the community, must be followed; and subject to schedule availability, the Superintendent-Director and/or the Assistant Superintendent- Director shall make arrangements for such Association use of school facilities.

Section C

The official agenda of School Committee meetings and copies of minutes of official Committee meetings will be made available at the office of the Superintendent-Director as soon as practicable.

Section D Association Business

The MRTA President or one representative (and testifying witnesses if necessary) and the aggrieved party called to participate in a grievance meeting, an arbitration meeting or a hearing before the Massachusetts Labor Relations Commission, shall be excused from his or her teaching duties for the purpose of attending said meeting or hearing without loss of pay.

ARTICLE XXIII
SUMMER WORKSHOPS AND EVENING SCHOOL

Section A

All summer workshops and evening school will be voluntary.

Section B

When two or more teachers who have, in the judgment of the Superintendent-Director, substantially similar qualifications, are seeking positions on the evening school faculty and one of them is regularly employed on the day faculty and the other(s) on the night faculty of the Montachusett Regional Vocational Technical School, the teacher regularly employed on the day faculty shall be granted the position. The summer school rates shall be \$28.62 per hour for the 2008-2009 school year, \$29.48 per hour for the 2009-2010 school year and \$30.36 per hour for the 2010-2011 school year. Evening school and after school rates shall be at the discretion of the Superintendent-Director.

Nothing herein contained shall be construed to require the appointment of day faculty members to evening school positions outside of academic and shop subjects taught during the regular school day.

ARTICLE XXIV
EFFECT OF AGREEMENT

Section A

This Agreement contains the full and complete agreement between the Committee and the Association on all bargainable issues and supersedes all prior understandings, practices, procedures, and policies for the employees covered by this Agreement, whether oral or written.

Section B

The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law 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. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to the subject matter not specifically referred to, or covered in, this Agreement even though such subject or matters may not have been within the knowledge or contemplations of either or both parties at the time that they negotiated or signed this Agreement.

Section C

No provision of this Agreement shall be retroactive to the effective date unless otherwise specifically stated below:

1. Salary
2. Course reimbursement.

Section D

If any provision of this Agreement or any application thereof shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XXV
DURATION

The terms of this contract shall be in effect from September 1, 2008 through August 31, 2011, except as otherwise indicated. The contract, including Appendix "A" through Appendix "D" automatically renews itself for periods of one (1) year thereafter unless either party notifies the other in writing by September 15 of the academic year prior to expiration that it wishes to open negotiations.

IN WITNESS WHEREOF, the parties hereunto set their hands this _____ day of

_____, 2008.

MONTACHUSETT REGIONAL
VOCATIONAL TECHNICAL SCHOOL
DISTRICT COMMITTEE

MONTACHUSETT REGIONAL
TEACHERS' ASSOCIATION

Chairperson

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