

DARTMOUTH SCHOOL COMMITTEE

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES COUNCIL 93, LOCAL 851

AND

DARTMOUTH SCHOOL CAFETERIA EMPLOYEES

DURATION: JULY 1, 2022 TO JUNE 30, 2025

A handwritten signature in blue ink, consisting of a circle followed by the letters 'JD'.

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## MEMORANDUM OF AGREEMENT

This AGREEMENT made and entered into by and between the Dartmouth School Committee (hereinafter referred to as the "Committee") and American Federation of State, County and Municipal Employees, AFL-CIO, Mass. State Council No. 93, Local No. 851 - Dartmouth School Cafeteria Employees (hereinafter referred to as the "Union").

WHEREAS, the parties have entered into collective bargaining negotiations for a collective bargaining agreement to succeed that which expired June 30, 2022; and

WHEREAS, the parties have completed said collective bargaining negotiations and are desirous of amending the collective bargaining agreement which expired June 30, 2022; and

NOW, THEREFORE, the parties agree to amend the collective bargaining agreement which expired June 30, 2022, as follows:

### ARTICLE I

#### RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all employees who are engaged in cafeteria duties in the schools of Dartmouth, including specifically, the following positions:

- High School Manager
- Middle School Manager
- Quinn School Manager
- Elementary School Manager/cooks
- Cook
- Food Service Workers

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any Agreements with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE II

DISCRIMINATION AND COERCION

There shall be no discrimination by the Superintendent of Schools, or other agents of the Employer or by the Union or its agents, against any employee because of his/her membership or lack of membership in the Union.

ARTICLE III

CLOTHING ALLOWANCE

All bargaining unit members will receive five (5) uniforms each contract year which shall include shirt/blouse, slacks, or some combination thereof, that shall be green or white in color. They shall also receive aprons and hats/hairnets as reasonably necessary, which shall be worn on the job.

One hundred twenty-five dollars (\$125.00) will be paid by Employer annually to each bargaining unit member toward the purchase of appropriate slip resistant work shoes.

Employees hired after April 1<sup>st</sup> of the current fiscal year will not receive the clothing allowance at the beginning of the following fiscal year.

ARTICLE IV

SCHOOL COMMITTEE RIGHTS

Nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty heretofore possessed by the School Committee except where such right, power or duty is specifically limited by this contract.

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, which cannot be resolved with the employee's immediate supervisor shall be settled in the following manner:

Step 1: The Union representative and/or the aggrieved employee shall take up the grievance or dispute in writing with the employee's principal or designee within five (5) working

days of the occurrence of the event upon which the grievance is based. The principal shall attempt to adjust the matter and shall respond to the representative within five (5) working days.

Step 2: If the grievance has not been settled, it shall be presented in writing by the Union to the School Business Administrator or his/her designee within five (5) working days after the principal's response is due. The School Business Administrator or his/her designee shall respond to the Union in writing within five (5) working days.

Step 3: If the grievance has not been settled, it shall be presented in writing by the Union to the Superintendent or his/her designee within five (5) working days after the School Business Administrator response is due. The Superintendent or his/her designee shall respond to the Union in writing within ten (10) working days.

Step 4: If the grievance is still unsettled, the Employer or the Union may, within thirty (30) calendar days after the reply of the Superintendent is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties are unable to agree upon an arbitrator, the American Arbitration Association or, by mutual agreement, the Labor Relations Connection, shall be requested by either or both parties to appoint an arbitrator in accordance with its rules and procedures. The arbitrator shall be without authority to modify the Agreement. Consistent with the above, the decision of the arbitrator shall be final and binding on the parties and the employee involved.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Grievances involving disciplinary action shall be processed beginning at the second step. If the case reaches arbitration, the arbitrator shall have the power to sustain the disciplinary action or direct a resolution of the grievance.

## ARTICLE VI

### PROBATIONARY EMPLOYEES/JUST CAUSE

New employees hired into the bargaining unit shall be considered as probationary employees for the first six (6) months of their continuous employment. The purpose of the new hire probationary period is to provide for the evaluation of an employee over a period of six (6) months. Should that period be interrupted to a significant degree, the new hire probationary period shall be extended to compensate for that absence.

During the new hire probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedures provided in ARTICLE V.

An employee having successfully completed the required probationary period shall not be discharged, suspended or demoted for disciplinary reasons without just cause.

Just cause may include, but shall not be limited to, the following:

- A. Willful neglect or non-performance of one or more assigned duties;
- B. Demonstrated incompetence in the performance of one or more assigned duties;
- C. Behavior that seriously interferes with the normal operation of the school, including the cafeteria, or any employees;
- D. Insubordination, which shall mean a refusal to carry out a direct order;
- E. Dishonesty in the performance of the assigned duties;
- F. Chronic absenteeism or tardiness without reasonable excuse;
- G. Unauthorized possession or use of alcohol or an unprescribed controlled substance during any period of assigned work;
- H. Theft.

## ARTICLE VII

### JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the hours in existence at that time. This notice of vacancy shall remain posted for five (5) days. Employees interested shall apply in writing within the five

(5) day period. The appointment shall be made within fifteen (15) work days of expiration of the posting period. All other factors being equal, the position will be awarded to the most senior applicant. A successful applicant shall not be eligible to bid on another lateral position for six (6) months from the time he/she begins work at his/her new position.

The successful applicant shall be given a three-month trial and training period in the new position at the applicable rate of pay. If at or before the end of the said three-month trial and training period, it is determined by the employer that the employee is not qualified to perform the work, or if the employee requests, he/she shall be returned to his/her former position and rate of pay.

An annual written job performance evaluation (attached) shall be completed for each cafeteria employee by the Assistant Superintendent of Finance and Administration or his/her designee. The evaluation will be signed and filed in each personnel file.

## ARTICLE VIII

### SENIORITY

Any provision relative to seniority, the disposition of which is not provided for in any law or statute of the Commonwealth, presently or in the future, pursuant thereto, shall be in accordance with the following provisions:

Seniority shall be defined as years of service in the bargaining unit, including all authorized paid leaves of absence and leaves of absence without pay for illness, up to six (6) months and other authorized leaves of absence of up to thirty (30) working days.

1. For days off, seniority in the job classifications in a building shall govern except in unusual circumstances.

2. With respect to transfers, promotions, and increases or decreases in the work force, seniority in the bargaining unit shall be used in accordance with the provisions of Article VII above.

3. The employee with the most seniority in a building must be called in to fill in for a vacancy; however, the employee must be available to work the entire shift when filling a vacancy.

4. When filling a vacancy for an extended period of time, the employee must commit for the entire term of the vacancy or the end of the school year, whichever comes first.

For the purpose of computing seniority for creditable service as it relates to this Agreement, when an employee is off the payroll for a period of not more than thirty (30) calendar days, and such absence is not included in computing his/her seniority as provided above, his/her seniority shall be computed if he/she is rehired as of the day he/she returns to work until such time as he/she remains continuously on the payroll for a period twice the length of his/her absence at which time he/she recaptures his/her previous seniority.

A seniority list shall be submitted to the Union by the Employer within thirty (30) days of the signing of this Agreement. Such list shall contain the following information:

Employee's Name  
Classification  
Initial Date of Employment at the School  
Date of Employment in Present Position (if different)

The Employer shall furnish the Union with a list of all new employees, date of employment and classification, a list of employees who have terminated, and a list of employees who have changed classifications as they occur.

## ARTICLE IX

### OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times his/her regular rate of pay for work in excess of eight (8) hours in one (1) day, forty (40) hours in one (1) week, or for Saturday or Sunday work.

Any employee called back to work on the same day after having completed eight (8) hours work and having left the premises shall be guaranteed a minimum of two (2) hours pay.



Overtime shall be distributed by seniority on a rotating basis among personnel in each building who ordinarily perform such related work in the normal course of their work week. When a worker is absent, a qualified part-time worker within the school shall be offered the opportunity to fill in the extra hours. When necessary to call in personnel from other buildings to aid and assist, the personnel from buildings other than the area which normally performs such related work shall be released from their duties first when the work load lessens.

Volunteers within a particular building shall be selected for overtime work. When no qualified volunteer is available within the building, overtime assignments may be made. Such assignments shall be on an equitable basis.

## ARTICLE X

### UNION REPRESENTATIVES

A written list of Union representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer of any changes. The above shall be granted up to an aggregate total of two (2) work days per year to attend meetings of State and National bodies without loss of pay.

## ARTICLE XI

### HOURS OF WORK

Unless otherwise agreed to by the employee, the regular hours of work each day shall be consecutive, except for interruptions for lunch periods. A usual workday for full-time employees shall consist of seven (7) hours work in a seven and one-half (7 ½ ) consecutive hour period.

The start and finish time of shifts may be determined by the Employer. Before a time change is made, the Employer shall notify the Union and give the Union the opportunity to express its views and/or to make suggestions. Before making a final determination, the Employer shall give careful considerations to the Union's suggestions.

A workday consists of the day of the week when school is in session for students and/or teachers.

Cafeteria Managers shall work a forty (40) hour work week if employed as a Manager prior to July 1, 2019. Cafeteria Managers hired after July 1, 2019 shall work a thirty-five (35)

hour work week. Cafeteria Managers shall commence the school year one week prior to the opening of school for students. Full time Food Service workers will work three days prior to the opening of school for students. Part-time Food Service Workers will work two days prior to the opening of school for students.

On days upon which the opening of school is delayed, Cafeteria Managers and staff, as scheduled, will be expected to report as close to their regular starting times as reasonably possible given driving and weather conditions, but no later than 30 minutes prior to the start of school.

Food service workers at the elementary schools work on early release days. At both the High School and Middle School, full- time workers report to work on early release days

The district will provide two professional development periods each year. The first will be scheduled to coincide with the district's all staff orientation. The second will be determined by the Director of School Nutrition.

## ARTICLE XII MEAL PERIODS

All employees working thirty (30) hours or more per week shall be granted a half (½) hour unpaid meal period during each work shift as defined in Article XI.

## ARTICLE XIII REST PERIODS

All employees whose shifts are four (4) hours or longer shall have a fifteen (15) minute rest period during the course of their regular shift.

## ARTICLE XIV

### SICK LEAVE

Employees are entitled to accrue on a monthly basis fifteen (15) work days sick leave each year. Such leave may be accumulated without limit. During the month of September, the employees shall be notified of the amount of sick leave which has been unexpended.

If illness requires a cafeteria worker after reporting to work to be excused, he/she shall be given credit for working one-half (½) day. If an employee is excused from work after working more than one-half day, he/she will receive credit for a full day of work (for a maximum of 2 days per year). A cafeteria worker may use sick leave in ½ day increments.

An employee who is absent from work due to illness for five (5) consecutive days must furnish a certificate from an attending physician concerning the illness to the Assistant Superintendent of Finance and Administration.

Upon termination of service after ten (10) years of employment, employees shall be paid fifteen dollars (\$15.00) per day for each of their first fifty (50) days of unused accumulated sick leave, and twenty dollars (\$20.00) per day for each of their next one hundred (100) days of unused accumulated sick leave.

## ARTICLE XV

### PERSONAL DAYS

Employees shall be entitled to three (3) work days leave of absence each year for personal emergency and necessity. Said leave shall not be deducted from the normal fifteen (15) days of sick leave if used. Unused personal days may accumulate from year to year to a maximum of five (5). Accumulation of unused days shall take place on the basis of two (2) per year until the maximum number is reached.

Except in cases of emergency, you should make your request to the Superintendent or his designee, before taking the day off. If the emergency request is by phone, a letter should follow for the record.

ARTICLE XVI

DEATH IN FAMILY POLICY

Employees shall be entitled to four (4) workdays for each death in the immediate family (not considered sick leave) without loss of pay. The immediate family to be considered as mother, father, sister, brother, son, daughter, husband, wife, mother-in-law, father-in-law, grandparent, grandchild, stepparent or stepchild.

One (1) work day will be allowed employees for each death in the family not considered immediate (as listed above) or for the death of a friend. This day will not be considered sick leave and will be allowed without loss of pay. This provision shall apply to the death of a friend only once per school year. Additional days may be accessed through the use of personal leave.

ARTICLE XVII

HOLIDAYS

Employees shall receive the following paid holidays and any other that may be declared a holiday which falls within school year by the Governor, General Court, Board of Selectmen, or School Committee of the Town of Dartmouth. Pay will be granted if the listed holidays occur during a school vacation. If a paid holiday under this contract falls on a Saturday, employees will be paid for the day. Pay will be granted if the listed holidays occur during the school year.

In order to be eligible for holiday pay, the employee must work his/her regularly scheduled shift immediately prior to and immediately following the holiday unless excused by the employer, which excuse shall not be withheld arbitrarily or capriciously.

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Juneteenth  
Labor Day  
Columbus Day

Veteran's Day  
1/2 day before Thanksgiving Day  
Thanksgiving Day  
Day after Thanksgiving Day  
(if no school is scheduled)  
Day before Christmas  
Christmas Day

If the above listed holidays should be during an employee's vacation, the employee shall be entitled to an additional day's pay.

ARTICLE XVIII

VACATION

Employees will be entitled to the following:

- 1 week vacation.....1 year following date of hire
- 2 weeks vacation.....after 3 years following date of hire
- 3 weeks vacation.....after 7 years following date of hire
- 4 weeks vacation.....after 10 years as of December 1 following date of hire

Vacations must be taken during the school vacation weeks, usually in the months of December, February and/or April. Extended vacations without pay will require prior permission of the School Business Administrator. Such request must be in writing.

A Cafeteria worker who is eligible for one (1) week will accumulate one-half (1/2) day of vacation per month during the ten (10) month school year. A Cafeteria worker who is eligible for two (2) weeks vacation will accrue one (1) vacation day per month during the ten (10) month school year.

A cafeteria worker who is eligible for three weeks vacation will accrue one and one-half (1 1/2) days a month.

A cafeteria worker who is eligible for four (4) weeks vacation will accrue two (2) days a month. The fourth (4<sup>th</sup>) vacation week may be used during the school year for days that are declared to be a cancellation by the Administration or School Committee. Any unused days of an employee's fourth (4<sup>th</sup>) week of vacation will be paid the last week of the school year.

If, therefore, a cafeteria worker resigns during the course of the school year, he/she will receive credit (vacation pay) for the amount of vacation days accrued at the point of his/her resignation.

A cafeteria worker terminates employment prior to the close of school in June; he/she will owe the School Department any over-paid vacation credit.

A cafeteria worker who is granted a leave of absence without pay will not accrue vacation credit during any month in which the cafeteria worker is on such leave for more than ten working days.

## ARTICLE XIX

### LEAVE OF ABSENCE

- A. Parental leave shall be granted in compliance with Massachusetts General Laws, Chapter 149, Section 105D. The period of disability will be determined by doctor certification and limited to the period of time the employed was disabled and unable to work. Such leave will be charged to sick leave benefits.
- B. Further, the School Committee will approve a leave of absence without pay for a period of up to two (2) years following the birth, or adoption, of the child. Such requests will be presented to the Committee no later than July 1<sup>st</sup> of the current year.
- C. A cafeteria worker who is on unpaid parental leave shall not be entitled to accrue paid sick leave or other benefits during the period of such leave. The parties agree to abide by the decisions of the United States Supreme Court interpreting the Constitution and Federal Laws and regulations established under such laws regarding usage of sick leave for parental leave.
- D. If an employee is called for jury duty, he/she shall be compensated at his/her rate of pay while serving on the jury minus pay received for jury duty.
- E. Employees may use five (5) of their own accumulated sick leave days per year for illness or health related needs of their immediate family living in the employee's household.
- F. Notwithstanding any other provisions contained herein to the contrary, the parties agree that applicable federal or state laws concerning paid or unpaid parental/pregnancy leave, medical leave or family leave shall take precedence over any conflicting provisions set forth in this Agreement.

ARTICLE XX  
EMERGENCY DAYS

On days when school is in session but due to emergency conditions such as water failure, etc., lunch is not served, cafeteria workers will be paid for the day. The above shall be limited to two (2) days in any school year.

ARTICLE XXI  
SALARY

Employees are eligible for step increases on a school year basis. If a cafeteria worker is hired between September 1 and February 1, he/she will be eligible for the step increase the following September. However, if a cafeteria worker is hired between February 2 and August 31, he/she will not be eligible for the step increase until one (1) year from the following September.

The salary schedule will be as follows:

**A. Effective July 1, 2022**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Managers	18.60	19.75	21.70	23.15
Cook	15.60	16.60	17.50	18.70
Food Service Worker	15.00	15.25	15.50	16.50

**Effective July 1, 2023**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Managers	19.16	20.34	22.35	23.84
Cook	16.07	17.10	18.03	19.26
Food Service Worker	15.45	15.71	15.97	17.00



**Effective July 1, 2024**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Managers	19.73	20.95	23.02	24.56
Cook	16.55	17.61	18.57	19.84
Food Service Worker	15.91	16.18	16.45	17.51

Part-time workers shall receive the same rate of pay as full-time workers and are eligible for step increases.

If an employee is promoted to a higher classification, said employee shall be placed in the higher grade at a step that provides them at least a fifty cent (\$.50) increase.

Additionally, the Committee agrees that no bargaining unit member/job title/classification will fall below the Massachusetts State Minimum Wage rate. If a member/position falls lower than the Massachusetts State Minimum Wage rate said position will be automatically increased to be equal to the state rate.

B. Differential:

Additional School Building Cafeteria Managerial Supervision - \$1.00 per hour

C. Direct Deposit

Payroll shall be processed through direct deposits for all Employees.

D. Pre-tax Deduction

Pre-tax deduction of insurance shall be required of any new Employees hired after November 1, 2014.



ARTICLE XXII  
LONGEVITY PAY

	Full Time	Part Time
After 10 Years	\$1300	\$650
After 15 Years	\$1500	\$750
After 20 Years	\$1600	\$800
After 25 Years	\$1700	\$850
After 30 Years	\$1800	\$900

The bonus shall be paid on the last payday of the fiscal year. Cafeteria workers who leave the employ of the schools prior to that time shall receive payment on a pro-rata basis.

Notwithstanding any other provision contained herein to the contrary, part-time employees who do not have ten (10) years of service as of June 30, 2014 shall receive a pro-rated amount of longevity pay, when eligible, based on the hours as a percentage of full-time.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

1. There shall be an area in each building for the posting of notices of interest to cafeteria employees.

2. Should any provisions of this Agreement be found to be in violation of any Federal or State Law or a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

3. Employees shall not be required to perform work that endangers their health or safety.

4. No discrimination - The parties to this Agreement agree that they shall continue their practice of not discriminating against any person because of race, creed, color, sex, or age and that such persons shall receive the full protection of this Agreement as provided by law.

ARTICLE XXIV

WORKING OUT OF CLASSIFICATION

If an employee is absent, who holds a higher pay grade, the person performing such duties will be compensated at the higher rate of pay for all hours worked. The higher pay rate will be at a step in grade that is at least fifty cents (\$.50) higher than their current rate of pay.

ARTICLE XXV

DUES DEDUCTION AND/OR VOLUNTARY AGENCY FEE

1. The Committee agrees to deduct from the salaries of its employees dues and/or voluntary agency fees for the Dartmouth School Cafeteria Employees as said employees individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to AFSCME Council 93.

2. The Dartmouth School Cafeteria Employees Union (Local 851) will certify to the Committee in writing the current rate of membership dues. The Committee will be given thirty (30) days written notice prior to the effective date of any change in membership dues.

3. Deductions shall be made weekly from November until June.

4. No later than October 15 of each year, the Committee will provide the Union with a list of those employees who have voluntarily authorized the Committee (such authorization to be stated prior to September 30) to deduct dues. The Committee will notify the Union monthly of any changes in said list. Any employee desiring to have the Committee discontinue deductions he/she has previously authorized must notify the Committee and the Union concerned in writing by September 30 of each year for that school year's dues.

4. The Union shall indemnify and save the Committee and/or the Town harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

5. The employer will provide the Union Steward the name, title, and starting salary of any new employee hired into the bargaining unit. It is the Union's responsibility to hold an

orientation with new employees, during which time the Union representative may discuss the Union with the employee, either before or after normal working hours.

ARTICLE XXVI

RETIREMENT BONUS

1. Employees with twenty (20) years of service will be entitled to a retirement bonus of three hundred dollars (\$300.00), payable on June 30. In order to receive such retirement bonus, the employee must provide to the Assistant Superintendent of Finance and Operations by October 1, a letter of resignation for the purpose of retirement, irrevocable and effective at the end of that school year.

2. Employees with twenty-five (25) years of service will be entitled to a retirement bonus of five hundred dollars (\$500.00), payable on June 30. In order to receive such retirement bonus, the employee must provide to the Assistant Superintendent of Finance and Operations by October 1 a letter of resignation for the purpose of retirement, irrevocable and effective at the end of that school year.

This Contract shall be effective July 1, 2022 and shall remain in effect through June 30, 2025.

FOR DARTMOUTH SCHOOL COMMITTEE

By:   
Dartmouth School Committee Representative

Dated: \_\_\_\_\_

FOR AFSCME COUNCIL  
LOCAL 851

By:   
Union Steward

Dated: 10.31.22

By: 

By: 

By: \_\_\_\_\_

By:   
Staff Representative  
AFSCME Council 93