

**Contractual Agreement**  
**between**  
**The Dover-Sherborn Regional School**  
**Committee**  
**Dover School Committee**  
**Sherborn School Committee**  
**and**  
**The Dover-Sherborn Public Schools’**  
**Custodial Association**

***July 1, 2023 through June 30, 2026***

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## **PREAMBLE**

This Agreement entered into by the Dover-Sherborn Regional, Dover, and Sherborn School Committees of the Towns of Dover and Sherborn, Massachusetts, hereinafter referred to as the School Committees, and the Dover-Sherborn Public Schools' Custodial Association, hereinafter referred to as the Association, or Employees, has as its purpose the promotion of harmonious relations between the School Committees and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of terms and conditions of employment.

Recognizing that our prime purpose is to provide custodial and maintenance support for the education of children from Dover and Sherborn, and that good morale within the custodial staff is essential to achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

- A. Under the laws of Massachusetts, the School Committees, elected by the citizens of Dover and Sherborn, have final responsibility for establishing the policies of the public schools of Dover and Sherborn;
- B. The Superintendent of Schools (hereinafter referred to as the "Superintendent") has the responsibility for carrying out the policies so established and serves as the School Committees' chief executive;
- C. Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information between the Superintendent and the Association in the application of policies relating to wages, hours, and other conditions of employment for the custodial staff; and so
- D. To give effect to these declarations, the following principles and procedures are hereby adopted

## **ARTICLE I**

### **Recognition**

The School Committees recognize the Association as the sole and exclusive collective bargaining agent for the purpose of establishing wages, hours, and other conditions of employment on behalf of all custodians, van drivers, and grounds keepers of the Dover-Sherborn Public Schools.

The Association hereby accepts the published rules, regulations, and policies of the School Committees as they apply to the members of the Association, and the Association further agrees to abide by these rules, regulations, and policies.

## **ARTICLE II**

### **School Committee Rights**

Nothing in this Agreement shall be construed to in any way, alter, modify, change, or limit the authority and jurisdiction of the School Committees, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the decisions of the Supreme Judicial Court of Massachusetts, the Laws of the United States, the decision of the Supreme Court of the United States, or any law or order pertinent thereto.

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As to every matter not specifically mentioned or provided for in this Agreement, the School Committees retain all the powers, rights, and duties that it has by law. The School Committees have final responsibility for establishing the policies of the Public Schools of Dover and Sherborn.

### **ARTICLE III**

#### **Employees Rights and Obligations**

##### **3.1**

Employees covered by this Agreement shall have the right, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity, to hold office in and participate in the management of the Association; to act in the capacity of Association representative; and to engage in other lawful Association and concerted activities for the purpose of collective bargaining or other mutual aid or protection; except that no official of the Towns of Sherborn or Dover or the Dover-Sherborn Regional School District shall participate in the management of the Association or as its representative if such activity would be incompatible with his or her official duties.

##### **3.2**

In the exercise of these rights, all employees covered by this Agreement shall be free from any and all interference, restraint and coercion, and such employees shall be protected against any discrimination in regard to tenure, promotion or other conditions of employment.

##### **3.3**

Any of the benefits or privileges presently enjoyed by employees in the unit will not be unilaterally impaired.

##### **3.4**

Neither the committee nor the association will discriminate against any employee covered by this Agreement or applicant for employment because of race, color, creed, sex or national origin.

### **ARTICLE IV**

#### **Separability of Agreement/Invalidity**

Should any provision of this Agreement be found to be in violation of any Federal or State Law, the remaining provisions shall remain in full force and effect.

### **ARTICLE V**

#### **Discrimination**

The School Committees and Association agree that all provisions of this Agreement shall be applied without regard to race, color, religious creed, age, sex, gender identity, or national origin. The School Committees and Association further agree that they shall not directly, or indirectly, apply or attempt to apply discipline, coercion or discrimination against any employee who chooses to engage or not engage in Association activities.

### **ARTICLE VI**

#### **Association Representation and Access to Premises**

The Association shall designate in writing to the School Committees the name of its Association Representatives.

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The School Committees agrees to permit other authorized Association representatives reasonable access to the school premises to discuss grievances with Association members, providing they first obtain permission to do so from the Superintendent.

## **ARTICLE VII**

### **Filling of Vacancies**

When a bargaining unit vacancy occurs for any reason, including new positions, the Superintendent or his/her designee shall post notices within seven (7) regularly scheduled work days.

The notice shall indicate the title and classification of the available position, the specific duties of the position, the hourly rate for the position, number of hours per week and weeks per year, and the school or building in which the position is located.

Any member of the Association who applies for a position, and who has the qualifications\* for said position, will have first priority and refusal before the position is advertised outside. The President of the Custodians Association shall also receive such a notice. Any employee hereunder may apply for the vacancy within seven (7) days after its posting.

Current association members wishing to be considered for the position shall make a written application to the Business Administrator by the closing date indicated in the posting.

Applicants will be notified of their status in writing and in a timely manner.

Promotion to a vacancy shall be made on the basis of the qualifications of the eligible employees who apply for the job with seniority being the deciding factor where qualifications are considered to be equal.

\* "Qualifications" mean the ability, knowledge and skill of an employee to perform the required duties of his job classification in a workmanlike and efficient manner.

All newly appointed custodians will serve on a trial basis for six months (6) during which time they may be replaced by the Superintendent or their designee as they, in their sole discretion, so determines. The decision to replace the individual during this six (6) month probationary period will not be grievable or subject to arbitration.

## **ARTICLE VIII**

### **Seniority**

Seniority is the length of continuous service an employee has in the Dover, Sherborn and Dover-Sherborn Regional Custodial Association including probationary period. Seniority shall be broken for any of the following reasons:

- a. If the employee resigns
- b. If the employee is discharged for just cause
- c. If the employee is absent for five (5) consecutive days without notifying the proper person, unless there is a justifiable reason for their failure to do so.

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## **ARTICLE IX**

### **Reduction in Force**

When a Committee determines that staff reductions are necessary, it shall retain those employees whom administration deems most qualified. Where qualifications are deemed to be equal, seniority will govern.

Vacancies created as a result of reductions-in-force shall be filled in accordance with Article VII.

## **ARTICLE X**

### **Resignations**

Any association member who intends to resign their position shall give notice to the Superintendent no later than two weeks prior to the date of intended resignation. Exceptions to this provision may be approved by the Superintendent due to illness or unforeseen circumstances beyond the control of the employee involved. Unless so approved by the Superintendent, violation of this provision will be so noted in the custodians file and will be included in any future reference requests.

## **ARTICLE XI**

### **Work Schedule**

All employees covered by the Agreement shall conform to the work schedule provision defined in Sections 11.1, 11.2, and 11.3 set forth below.

#### **11.1 Work Schedule**

The normal work week shall consist of five (5) days of eight (8) hours each, including a scheduled one-half (1/2) hour lunch period for personnel who work a continuous workday. Employees whose workday commences at 1:00 p.m. or after will be scheduled for an eight (8) hour period with a meal break included.

#### **11.2 Overtime**

Time and one-half shall be paid for all time worked in excess of normal scheduled hours with double time being paid for work on a Sunday or paid holidays. Saturday may be considered a normal scheduled workday, and the work week is determined by administration (i.e., Monday – Friday, Tuesday - Saturday).

Temporary employees called in for work on Saturday, Sunday or holidays shall be paid on a straight time basis. Any permanent or probationary employee called in or scheduled for work in excess of normal scheduled hours shall be guaranteed a minimum of three (3) hours work or, as in the case of an alarm reset, a minimum of two (2) hours work at the appropriate overtime rate.

When public safety and welfare are involved, employees are required to work overtime when called upon to do so. An employee required to work overtime shall be permitted reasonable paid meal periods.

Whenever possible, employees will be given at least five (5) days' notice when they are scheduled to work overtime. If five (5) days' notice is not given, an employee shall not be required to work the overtime; however, this limitation shall not be applicable in the event of an emergency that is totally beyond the control of the Committees. In the event that no employee is

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willing to accept an overtime assignment, the Director of Facilities may assign an employee or employees to work the overtime in the reverse order of seniority within their classification.

### **11.3 Shift Differential**

Whenever an employee under this Agreement is regularly assigned to and works on a shift which operates between the hours of 1:00 p.m. and 7:00 a.m. they shall be paid \$1 per hour, in addition to their regular salary, as set forth in Appendix A as follows: Second Shift Differential = \$1/hour.

### **11.4 On the Job Injury**

When a person is out on workers' compensation, they shall be paid the difference between their regular base pay and the workers' compensation pay, but not in excess of their regular rate of pay. The difference that is paid against workers' compensation shall be charged against sick leave.

## **ARTICLE XII**

### **Absence and Leave Benefits**

Permanent and probationary employees under this Agreement may be allowed the absence and leave benefits as set forth below.

### **12.1 Holiday Leave**

The following days shall be considered to be paid holidays on the days celebrated as provided by state or federal law. However, absence and leave benefits under this article shall not be paid to part-time employees with a normal work week fewer than twenty (20) hours:

#### Schedule I

New Year's Eve Day	Indigenous People Day
New Year's Day	Veterans Day
Martin Luther King Day	½ Day before Thanksgiving
Washington's Birthday	Thanksgiving Day
Patriots Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Good Friday	Christmas Day
Juneteenth	
Independence Day	
Labor Day	

The day after Christmas when Christmas falls on a Thursday. The day after New Year's Day when New Year's Day falls on a Thursday.

In the event that a holiday falls on a Thursday and school is not in session, and any employee in any of the three districts is given the Friday off following the holiday, then all employees in all three districts shall have the Friday off.

If a holiday falls during an employee's vacation period, an extra vacation day will be allowed. In the event of a holiday falling on Saturday or Sunday while school is not in session, employees will have either Friday or Monday as a holiday.

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### Schedule II

Schedule II employees shall be paid for hours worked and, therefore, shall not be paid for holidays except permanent ten (10) month employees who shall receive holiday pay if the holiday falls within the normal work week when school is in session.

### Conditions Applicable to both "Schedules"

Holidays must be taken; no compensation will be paid employees for failure to do so. If required to work on a holiday, compensation will be paid at the rate of two (2) times the normal rate. If a paid holiday should fall during an employee's vacation leave, an additional day of vacation shall be taken by mutual consent between the employee and the Director of Facilities.

### **12.2 Vacation Leave**

Vacation time must be taken in the year in which it is earned, or it is forfeited. The only exception to this is if the employee requests, in writing to their supervisor by May 15th, to carry-over up to a maximum of five (5) earned vacation days to the next year. If a paid holiday falls during a vacation period, then an additional day of vacation shall be taken by mutual consent of the employee and their immediate supervisor. Upon termination of services for any reason, cash payment for unused vacation due the employee shall be made.

### Schedule I

3+ complete months to 1 year	Vacation accrues one (1) day per month of service
1+ complete year through 5 complete years	Ten (10 days)
5+ complete years through 10+ complete years	Fifteen (15) days
10+ complete years through 20+ complete years	Twenty (20) days
20+ complete years plus	Twenty-Five (25) days

Years of services are calculated based on one's anniversary date of hire.

Vacation time shall not be adversely affected by the long-term illness of an employee.

When a choice of vacation time is available, seniority will determine the order of choice.

Upon termination of employment, with proper notice, the employee shall receive payment equal to the amount of vacation pay to which they would have been entitled had the termination not occurred.

### Schedule II

Schedule II employees are paid for hours worked and, therefore, are not eligible for paid vacation time.



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### **12.3 Sick Leave**

#### Schedule I

Each twelve (12) month employee shall be credited with leave with pay up to a maximum of fifteen (15) days in any year (commencing July 1 each year). Sick leave will be credited 1.25 days each month from date of employment to a maximum of fifteen (15) days in any year (commencing July 1 each year).

Sick Leave shall be granted for serious illness of the employee's spouse, child, mother, or father.

An employee in continuous employment shall be credited with the unused portion of leave granted up to a maximum of one hundred and eighty (180) days.

Vacation credit may be converted to sick leave at the employee's request.

#### Schedule II

Each ten (10) month or permanent hourly employee shall be credited with leave with pay at the rate of one (1) day per month up to a maximum of ten (10) days in any one (1) year. Sick leave maybe accumulated up to a maximum of eighty (80) days.

#### Conditions Applicable to both "Schedules"

Any employee covered under this Agreement who does not use any sick time during the preceding year shall receive a bonus of \$500, payable in June of the year in which it is earned.

A doctor's certificate may be required when an employee under this Agreement is absent for more than five (5) consecutive days. The Superintendent may also require medical documentation when circumstances warrant suspected abuse, such as repeated absences surrounding weekend and holiday periods.

### **12.4 Sick Leave Bank**

Sick Leave Bank shall be considered for members of the bargaining unit in extenuating circumstances only. Association representatives will work with the Superintendent in considering any/all cases brought forward on behalf of employees.

### **12.5 Family and Medical Leave**

All eligible members of the bargaining unit shall be eligible for unpaid leaves of absence in accordance with the Family and Medical Leave Act of 1993 ("FMLA"). FMLA currently includes leaves of up to 12 weeks per year for:

- The birth of a child and in order to care for the newborn;
- The adoption or placement of a child for foster care with the employee;
- To care for a child, spouse, or parent with a serious health condition;
- Because of the employee's own serious health condition that makes the employee unable to perform the essential functions of their position.

All full-time bargaining unit members shall presumptively be considered to have met the 1,250 hour eligibility threshold on an annual basis. In the case of a part-time employee, the district shall bear the burden to establish the employee did not meet the 1,250-hour eligibility threshold.

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For leave related to the birth or placement of a child, the employee must provide at least two weeks' written notice before their anticipated date of departure and include an intended date of return.

### **12.6 Bereavement Leave**

In the event of a death in the immediate family of an employee covered by this Agreement, they shall be granted time off without loss of pay on the day the death occurs and five (5) additional days shall be granted which shall begin the day after death and shall be consecutive calendar days, including Saturday, Sunday and holidays.

This provision applies to immediate family, said to include one's mother, father, sister, brother, wife, husband, son, daughter, grandparent or grandchild of an employee, and in-laws of the same, as well as any other person residing in the employee's household and regarded as a member of the employee's family.

One day of leave shall be granted in the event of death of an employee's son-in-law, daughter-in-law, aunt, or uncle. Additional leave may be granted at the discretion of the Superintendent.

### **12.7 Personal Leave**

After an employee has completed their probationary period, and at the discretion of their immediate supervisor, all Schedule I and II employees may be granted personal leave with pay totaling three (3) days per fiscal year (July 1-June 30) for the purpose of conducting urgent personal business which cannot be handled outside the regular workday.

Personal leave shall be prorated one (1) full day for each four (4) months of employment (i.e., 1 day for four months; 2 days for 8 months).

Leave for religious observance shall be considered personal leave.

Except in an unforeseen emergency, a minimum of seven (7) working days notification must be provided prior to an excused leave.

### **12.8 Jury Leave**

The Superintendent or their designee shall authorize special leave for those employees serving on Jury Duty or attending court as required by a summons. Other legal matters may be attended to by using either a vacation or personal day. Payment to the employee will be their regular rate of pay less the amount given the employee in said proceedings.

### **12.9 Military Leave**

A military leave of absence shall be granted to any employee who is either called to or volunteers for active duty in any branch of the military, including the National Guard. Up to two (2) years of active duty served by an employee shall be credited as time worked for all purposes under the contract provided that they apply for reinstatement within ninety days after their discharge or release from active duty. Any employee who is required to go on temporary active duty as part of their military obligation (for example, active reserve duty or activation to respond to a natural disaster or other emergency) shall, for the first two (2) weeks of such active duty, be paid the difference between their military pay and their regular pay.

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Leave without pay shall be requested of the Superintendent and determined by the School Committee.

#### **12.10 Unpaid Leave of Absence**

An employee covered by this Agreement may request leave of absence without pay. The request shall be reviewed by the Superintendent or their designee and, if granted, the employee shall forfeit all employee fringe benefits for the period of the leave. Any employee who accepts other employment on such leave shall be deemed to have resigned unless the employee has received permission for such employment from the Superintendent or their designee.

All benefits to which an employee was entitled at the time of the commencement of the leave of absence, including unused accumulated sick leave, will be restored to them upon their return, and the employee shall be assigned to the same position which they had at the time said leave commenced, if available, or if not, to a substantially equivalent position.

### **ARTICLE XIII**

#### **Longevity**

Full time employees covered by this Agreement, after completion of three (3) consecutive years of service in any district shall be entitled to the following longevity. Payments will be made twice a year, on the second payroll in December and the second payroll in June; each payment will consist of one-half (1/2) of the applicable longevity amount. Employees must be employed by the Schools at the time of payment in order to collect a longevity payment. To qualify for the additional payments under this Article, the employee must have completed the required years of service before payment date.

Three (3) years of service from date of employment	\$275
Five (5) years for service from date of employment	\$550
Ten (10) years of service from date of employment	\$850
Fifteen (15) years of service from date of employment	\$1,150
Twenty (20) years of service from date of employment	\$1,500
Twenty-five (25) years of service from date of employment	\$1,850

### **ARTICLE XIV**

#### **Personnel Records**

##### **14.1**

Each employee shall have the right, with 24-hour written notice and during regular business hours, to examine and to copy any and all materials contained in their personnel file.

##### **14.2**

Whenever any written material is inserted into an employee's personnel file, the custodian shall be notified and given a copy of such material within ten (10) days.

### **ARTICLE XV**

#### **Wage Classifications and Wage Schedules**

Employees covered by this Agreement shall be classified and paid pursuant to the following provisions of this Article.

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### **15.1 Classification**

- A. Probationary Employees are employees who have had less than six (6) months of continuous service.
- B. Permanent Employees are employees who have had six (6) months or more of continuous service.
- C. Temporary Employees are employees who are working on a temporary job or as a substitute and will ordinarily be laid off when the need for their work no longer exists.

### **15.2 Wage Schedule**

The Wage Schedule (Attachment 1) shall be in effect during the period of this Agreement. Wage rates for all job classifications will be established by the respective School Committee and the Association through the negotiation process.

Personnel not covered by the Wage Schedule shall be hired at an appropriate rate.

### **15.3 Direct Deposit & Employee Self-service**

All employees covered by this Agreement are subject to direct deposit payroll with paycheck stub information being electronically provided via email. The only exceptions to this are when a district is unable to provide such correspondence electronically or provides for paper delivery.

## **ARTICLE XVI Grievance and Arbitration**

Any grievance or dispute, which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled pursuant to the terms of this Article. The School Committees and the Association desire that such procedure shall always be as confidential as may be appropriate for the grievance involved. Moreover, the School Committees desire for the Superintendent, as their chief executive, to be the arbiter and final decision-maker with respect to grievances.

### **Level One**

Any employee covered by the Agreement with a grievance shall first attempt to resolve it informally by discussing it with their immediate supervisor. An aggrieved employee may, at their option, be accompanied by a representative of the Association when they discuss the grievance with their supervisor. No settlement of any grievance at this level shall be inconsistent with the terms of this Agreement.

### **Level Two**

If the grievance cannot be resolved on the basis of the discussion with the aggrieved custodian's supervisor, then within ten (10) school days after that discussion, it may be submitted to the Director of Facilities on a grievance form to be developed by the parties. The grievance shall be submitted by a representative of the Association who shall have the responsibility for processing the grievance from this step on. The Director of Facilities shall arrange to meet with the Association's representative, who may be accompanied by the aggrieved employee, within five (5) school days after receipt of the grievance and, within five (5) school days thereafter, they shall provide a written answer to the grievance to the Association and to the aggrieved employee.

### **Level Three**

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If the grievance is not resolved by the Director of Facilities, then it may be referred to the Business Administrator within ten (10) school days after the receipt of the Director's answer. The Business Administrator shall meet with the Association's representative, who may be accompanied by the aggrieved employee, within five (5) school days after the submission of the grievance to them and, within five (5) school days thereafter, they shall answer the grievance in writing.

#### **Level Four**

If the grievance is not resolved by the Business Administrator's answer, it may be referred to the Superintendent within ten (10) school days after the receipt of the Business Administrator's answer. The Superintendent shall meet with the Association's representative, who may be accompanied by the aggrieved employee, within five (5) school days after the submission of the grievance to them and, within five (5) school days thereafter, the Superintendent shall answer the grievance in writing. Any decision rendered by the Superintendent is final.

Any grievance involving two or more employees covered by this Agreement with supervisors shall be initiated at Step 2. Any grievance involving the Association (or all or most of its membership) as the aggrieved party shall be initiated at Step 3.

### **ARTICLE XVII**

#### **Miscellaneous Provisions**

The following constitute miscellaneous provisions of this Agreement.

#### **17.1 Personal Complaints**

Any complaint regarding an employee covered by this Agreement made to any member of the administration by any person, regardless of the form in which the complaint was made, will be called to the attention of the employee, in writing, provided that the complaint is not subject to criminal investigation.

#### **17.2 Professional Development**

Association members may attend, with the prior approval of their immediate supervisor, appropriate conferences and will be reimbursed for reasonable mileage, food expenses, and registration fees. Association members may also request reimbursement for the costs of work-related continuing education courses up to \$500 per year if pre-approved by the Business Administrator.

#### **17.3 Retirement Incentive**

Custodians with ten (10) years of service in the Dover, Sherborn and Dover-Sherborn Regional School Districts or any combination thereof, will be entitled to a lump sum amount of up to a maximum of \$2,700, payable within 30 days of retirement date. The amount to be determined shall be computed at the rate of \$15 per day times unused cumulative sick leave. In order to receive the lump sum retirement payment, the employee must notify the Superintendent in writing of their intention to retire prior to January 1<sup>st</sup> of the fiscal year in which the employee intends to retire and remain employed with the Districts through the end of the said fiscal year. In the case of forced disability retirement, the notification can be waived.

#### **17.4 Copy of Agreement**

The entire Agreement will be posted on the Dover-Sherborn Public Schools' website within two (2) weeks of ratification. Custodians may access the Agreement electronically.

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### **17.5 Just Cause**

No custodian will be disciplined, reprimanded, reduced in rank or compensation without just cause. Newly hired custodians have a probationary period of six (6) months, during which time they shall not have the just cause protections afforded by this section.

## **ARTICLE XVIII Discipline and Discharge**

When an employee's work is unsatisfactory, discipline in the form of a layoff may be imposed or an employee may be discharged. Discipline or discharge may result from such conditions as:

- a. Failure to comply with instructions;
- b. Failure to report for work without proper notification;
- c. Inefficiency in performing assigned duties;
- d. Habitual tardiness in reporting for work as scheduled;
- e. Improper conduct; and/or
- f. Public misconduct which might reflect adversely on the school system.

Discipline or discharge of a permanent employee may not be imposed without just cause.

## **ARTICLE XIX General Conditions and Regulations**

Employees are hired on a probationary basis for six (6) months. During this period, work performance and general attitude will be evaluated by supervisory personnel.

Schedule II employees shall submit to the central office a weekly voucher for the number of hours worked.

If any special licenses are required by employees in order to perform their duties, any fees due for such licenses will be paid by the employer. If it is necessary for employees to have specialized knowledge to perform their duties, administration will provide suitable reimbursement.

A physical examination and a certificate from a physician retained by the employer confirming that the prospective employee is capable of performing their duties is required by the employer prior to hiring an employee and prior to returning an employee to work status after an illness of five (5) or more consecutive days.

Except as expressly authorized by the Superintendent no employee shall:

- A. Accept any gratuities of money or goods from any person dealing with the Dover-Sherborn School System in furnishing supplies, equipment or services.
- B. Participate as an official representative of the Dover-Sherborn Schools in charity drives, special observances, or promotional activities.

Except in unusual circumstances, employees must give at least two weeks' notice before terminating employment. Failure to do so may result in the loss of vacation time accumulated.

Except in unusual circumstances, employer must give at least two weeks' notice before terminating employment.

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Association members will be reimbursed for mileage when using personal vehicles and upon completed submission of appropriate reimbursement documents. Travel reimbursement statements should be submitted quarterly.

## **ARTICLE XX**

### **Evaluation Procedures**

All association members will be evaluated annually with the exception of first year members who will be evaluated twice annually. All annual evaluations will be completed by June 1<sup>st</sup>. The first evaluation for a new employee will be completed at the end of the third month of employment.

The evaluation process provides for the possibility of a merit pay increase. Any recommendation by the evaluator(s) will be subject to the approval of the Superintendent.

Evaluation Instrument is attached as "Attachment #3"

## **ARTICLE XXI**

### **Negotiations Procedure**

This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiation.

Any matter not specifically covered by this Agreement is not a part of this Agreement.

This Agreement may not be modified in whole or part by the parties except by an instrument, in writing, duly executed by both parties.

## **ARTICLE XXII**

### **Duration**

This Agreement shall commence July 1, 2023 and extend through June 30, 2026.

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**Attachment 1**  
**Wage Schedule**

<b><u>Positions – Starting Rates</u></b>	<b><u>FY24</u></b>	<b><u>FY25</u></b>	<b><u>FY26</u></b>
<b>BUILDING:</b>			
<b>Day Shift Supervisor</b> Range \$25.00-26.50	FY23+3% + \$0.50	FY24+3%	FY25+3%
<b>Evening Shift Supervisor</b> \$24.00	FY23+3% + \$0.50	FY24+3%	FY25+3%
<b>Custodian</b> \$21.00-22.50	FY23+\$2.00	FY24+3%	FY25+3%
Shift Differential	\$1/hr	\$1/hr	\$1/hr
<b>GROUNDS:</b>			
<b>Supervisor</b> Range \$26.00-\$27.50-	FY23 +3%	FY24+3%	FY25+3%
<b>Assistant Groundskeeper</b> Range \$21.50- \$22.50	FY23 +3%	FY24+3%	FY25+3%

**Note:** Employees under this Agreement shall receive negotiated increases provided they have completed at least four (4) months of service in any given fiscal year. Should a custodian not meet the four (4) month requirement, no step increase shall be provisioned until the following July.



## **Attachment 2**

### **Responsibilities Manual**

#### General Conditions

If any of the work described in this Manual cannot be performed because of the lack of help, knowledge, or time, it shall be reported to the Business Administrator.

The Business Administrator, in consultation with the Director of Facilities, is responsible for ensuring that maintenance procedures are followed.

Employees under this Agreement may be requested by the Business Administrator (as time permits) to perform other work outside the scope of the Responsibilities Manual which utilize the various skill(s) of staff members.

This Manual is to be an addendum to the Wage Schedule and shall be amended as needs warrant. Employees under this Agreement shall be reasonably notified of any change(s) to this publication.

#### Buildings

Custodians are responsible for the following services, repairs and replacements:

1. Light bulb replacement
2. Air filters – internal/external
3. Broken windows of small size
4. Shades
5. Pencil sharpeners (repair)
6. Minor electrical work (plugs, lamps)
7. Drive belts – rubber
8. Plumbing leaks (faucets, drains, etc.) – minor
9. Door hardware
10. Light shades
11. Installation of new equipment
12. Portable equipment
13. Minor painting
14. Washing windows
15. Washing walls
16. Scrubbing and waxing of floors
17. Upkeep of rugs
18. Removal of snow from school walks and steps

#### Grounds

Groundskeepers are responsible for the following services:

1. Repairs to the outside bleachers
2. Repairing of all fences
3. Installation of equipment for athletics
4. Service and maintenance of all equipment under their department
5. Repairing of walkways and steps
6. Erecting of signs and maintenance of same
7. Planting of trees and bushes
8. Painting in general of grounds equipment
9. Cutting and trimming of grass
10. Cutting and trimming of trees

11. Marking athletic fields
12. Removing of snow from roofs, walks and roadways
13. Performing building maintenance inside of buildings during winter months

#### Heating

Custodians must have a working knowledge of the heating systems within their buildings and will check the following:

1. Supply tanks of gas and oil will be checked daily.
2. All safety gear (safety valves, low water cut-off) will be checked weekly as set forth in the service manual and state regulations.
3. All pumps, motors and fans will be checked according to manufacturers' specifications for grease and oil and will be serviced by custodians.
4. Custodians are to have school boiler cleaned and inspected yearly.
5. Burner tips, under heavy operation, will be inspected and cleaned weekly.
6. All belt driven machinery will have belts replaced by custodians when needed.
7. All gauges will be operable and replaced by the custodian in charge when needed.
8. The senior custodian will be held responsible for the cleaning of the boiler room so as to pass all safety inspections at all times.
9. The senior custodian will be in charge of ordering fuel so that supply does not fall below one week's fuel consumption.
10. Water treatment of boilers will be maintained according to manufacturers' specifications.

#### Sewage

1. Custodians must have knowledge of their septic systems, treatment plant, and drainage systems and perform necessary work so as to pass state and local requirements.
2. Records of maintenance will be kept and inspections made yearly to determine repairs needed for upcoming budget, etc.
3. Pumps and motors are to be serviced as per instruction manuals.



Non-probationary employees will be evaluated once annually, between April 1st and May 15th Day of each fiscal year. Probationary employees will be reviewed after the first (1) month and four (4) months by the Senior Custodian or appropriate Administrator. The six (6) month review for probationary employees will be conducted by the appropriate Administrator. The Senior Custodians and Director of Facilities will be responsible for conducting the evaluations. Evaluators should prepare the Performance Review Form entirely before holding a conference with the employee. During the evaluation, the employee will be advised about their performance level and particular areas in which their performance should be improved. At the conclusion of the evaluation, the Director of Facilities should be informed that the evaluations have been completed. Employees have the right to disagree with the evaluation or any part of it while meeting with the Supervisor. If the employee requests to have their evaluation reviewed with the Director of Facilities, then they should complete the section of the form that pertains to this request. The employee will then request a joint meeting with the Director of Facilities and their supervisor to discuss the issues in contention. An employee has two (2) working days after the performance meeting to sign the performance review sheet which will then be placed in the employee's file record. All signatures and dates must be completed on the form prior to its being placed in the employee's file.

**EVALUATION BY:**

Name:

Title:

Date:

**EMPLOYEE:**

A copy of this report has been reviewed and explained to me; my signature does not necessarily indicate agreement.

I do not agree with part(s) of this review as follows:

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**REVIEWED:**

Employee

Date

Director of Facilities

Date

THIS FINAL FORM MUST BE RETURNED TO THE DIRECTOR OF FACILITIES

20. Does the supervisor appropriately and effectively evaluate the employees on their shift?

( ) ( ) ( ) ( ) ( )

B. EVALUATOR'S COMMENTS:

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C. If any item is rated below average or unsatisfactory, the evaluator must comment:

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7. Does the employee follow through on work orders?	( )	( )	( )	( )	( )
8. Is equipment used properly?	( )	( )	( )	( )	( )
9. Is equipment cleaned, returned and stored properly?	( )	( )	( )	( )	( )
10. Are Department vehicles used in accordance with Department procedures and policies?	( )	( )	( )	( )	( )
11. Is the employee available for emergency overtime?	( )	( )	( )	( )	( )
12. Is the employee ready for work at starting time?	( )	( )	( )	( )	( )
13. If training is available, does the employee take advantage of it?	( )	( )	( )	( )	( )
14. Does the employee indicate initiative and resourcefulness in solving problems?	( )	( )	( )	( )	( )
15. What is the quality of the employee's work?	( )	( )	( )	( )	( )
16. Does the employee know and understand the requirements of the job?	( )	( )	( )	( )	( )
17. Overall evaluation	( )	( )	( )	( )	( )

II. SENIOR CUSTODIANS/HEAD GROUNDSKEEPER  
(in addition to the above)

18. Does the supervisory employee properly direct the employees on their shift?	( )	( )	( )	( )	( )
19. Does the building under the supervisory employee's care meet with the standards set by the Department?	( )	( )	( )	( )	( )

**CUSTODIAL EVALUATION FORM**

EMPLOYEE: \_\_\_\_\_

TITLE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

TYPE OF EVALUATION:

\_\_\_\_\_ Annual **DOH** \_\_\_\_\_  
 \_\_\_\_\_ Special/Temporary \_\_\_\_\_  
 \_\_\_\_\_ Probationary - 6 months \_\_\_\_\_

EVALUATION PERIOD:

From \_\_\_\_\_ to \_\_\_\_\_

ATTENDANCE RECORD:

\_\_\_\_\_ Sick Days Used  
 \_\_\_\_\_ Vacation Days Used  
 \_\_\_\_\_ Personal Days Used  
 \_\_\_\_\_ Days  
 \_\_\_\_\_ Tardy

SAFETY RECORD:

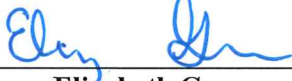
\_\_\_\_\_ Days absent due to job connected injury

**A. PERFORMANCE RATING**

	<b>N/A</b>	<b>Above Average</b>	<b>Average</b>	<b>Below Average</b>	<b>Unsatisfactory</b>
<b>I. CUSTODIANS / GROUNDS</b>					
1. Is the employee courteous when dealing with others?	( )	( )	( )	( )	( )
2. Are the minimum requirements of their job description being met?	( )	( )	( )	( )	( )
3. Are the safety rules and policies adhered to?	( )	( )	( )	( )	( )
4. Is the level of work produced consistent with the department's expectations?	( )	( )	( )	( )	( )
5. Does the employee get along with fellow workers; are they cooperative; do they have a good attitude?	( )	( )	( )	( )	( )
6. Does the employee ask questions when their does not understand how to do the job?	( )	( )	( )	( )	( )

## Signatures

### DOVER SCHOOL COMMITTEE



Elizabeth Grossman, Chairperson

6/13/2023

Date

### SHERBORN SCHOOL COMMITTEE



Dennis Quandt, Chairperson

6/13/2023

Date

### DOVER-SHERBORN REGIONAL SCHOOL COMMITTEE




Judith Miller, Chairperson

6/13/2023

Date

### DOVER-SHERBORN CUSTODIAL ASSOCIATION



Peter Gimblett, Representative

6/13/2023

Date



Chris Hendricks, Representative

6/13/2023

Date