

DARTMOUTH SCHOOL COMMITTEE

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO, MASSACHUSETTS STATE COUNCIL 93, LOCAL 851

AND

DARTMOUTH SCHOOL CUSTODIAN EMPLOYEES

DURATION: JULY 1, 2022 TO JUNE 30, 2025

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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, Massachusetts State Council No. 93, Local No. 851 - Dartmouth School Custodial 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 custodial employees of the Dartmouth School Department.

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any Agreement 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 foremen, superintendents 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

PROBATIONARY PERIOD

There shall be a probationary period for new hires for six months during which time the employee may be discharged without recourse to the grievance procedure of the contract.

ARTICLE IV

DUES DEDUCTION AND/OR VOLUNTARY AGENCY FEE

1. The Committee agrees to deduct from the salaries of its employees' dues and/or voluntary agency fee for the Dartmouth Custodians Unit - as said custodians individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to AFSCME Council 93.

2. The Dartmouth Custodians Association named in Section A will certify 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 Association with a list of those employees who have voluntarily authorized the Committee (such authorization to be stated prior to September 30) to deduct dues for any of the Associations named in Section A above. The Committee will notify the Association monthly of any changes in said list. Any custodian desiring to have the Committee discontinue deductions he/she has previously authorized must notify the Committee and the Association concerned in writing by September 30 of each year for that school year's dues.

5. The Association shall indemnify and hold 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.

6. 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 V

SCHOOL COMMITTEE RIGHTS

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

ARTICLE VI

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 Superintendent or his designee within five (5) working days after the principal's response is due. The Superintendent or his designee shall respond to the union steward in writing within five (5) days.

Step 3: If the grievance still remains unadjusted, it shall be presented by the Union to the School Committee in writing within five (5) working days after the response of the Superintendent is due. The School Committee shall respond in writing within fifteen (15) 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 School Committee is due, by written notice to the American Arbitration Association or, by mutual agreement, the Labor Relations Connection, request arbitration.

The arbitration proceeding shall be conducted under the rules of the American Arbitration Association or, by mutual agreement, the Labor Relations Connection. 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 (2nd) 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 VII

JUST CAUSE

Non probationary employees shall be demoted, suspended or discharged only for just cause. The sole recourse for those employees covered by Civil Service shall be under the provisions of the Civil Service statute.

ARTICLE VIII

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 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 (3) 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.

ARTICLE IX

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 Dartmouth School System, 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, vacations and holidays, seniority in the job classifications in a building shall govern except in unusual circumstances. Building seniority is based upon seniority within the system.

2. With respect to transfers, promotions, layoff and shift assignment, seniority in the

school system shall be used in accordance with the provisions of Article IX above.

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 once a month 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.

ARTICLE X

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 day, forty (40) hours in one 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 will be guaranteed a minimum of three (3) hours pay.

Overtime shall be equally and impartially distributed among personnel in each building who ordinarily perform such related work in the normal courses of their work week. When it is 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, the assignment of another custodian may be made without regard to seniority at the discretion of the Superintendent of his designee.

ARTICLE XI

UNION REPRESENTATIVES

A written list of Union Stewards and other 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) man days per year to attend meetings of State and National bodies without loss of pay.

ARTICLE XII

HOURS OF WORK

A. Unless otherwise agreed to by the employee, the regular hours of work each day shall be consecutive, except for interruptions for lunch periods. The starting and finishing time of shifts may be determined by the Employer, which determination may not be arbitrary or capricious. Before a time change is made, the Employer shall notify the Union and give the Union the opportunity to express its views or to make suggestions. Before making a final determination, the Employer shall give careful considerations to the Union's suggestions, provided in any event that, absent an emergency situation, the Employer shall give the Union one week's advance notice before any time change is made.

Christmas, Winter, Spring, and Summer work shifts shall all be adjusted to a 'first shift schedule', i.e. Head Custodians - 6:30 a.m. to 3:00 p.m. and Custodians - 7:30 a.m. to 4:00 p.m.

ARTICLE XIII

MEAL PERIODS

All employees shall be granted a meal period during each work shift. Any employee who after his regular shift works four (4) hours or more shall be granted a half-hour ($\frac{1}{2}$) meal period during the four (4) hour period.

ARTICLE XIV

REST PERIODS

All employees shall have a fifteen (15) minute rest period during the course of their regular shift.

ARTICLE XV

SICK LEAVE

A. At the beginning of the fiscal year custodians are entitled to seventeen (17) sick days each year. Such leave may be accumulated without limitation. After the close of the fiscal year the employees shall be notified of the amount of sick leave which has been unexpended.

If illness requires a custodian after reporting to work to be excused, he/she shall be given credit for working one-half ($\frac{1}{2}$) day. If excused after working more than four (4) hours, he/she shall be given credit for a full day of work (for a maximum of 2 days per year). A custodian may use $\frac{1}{2}$ day sick leave should he/she desire. 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 Operations or his/her designee.

B. 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 XVI
PERSONAL DAYS

Custodians shall be entitled to seven (7) days' leave of absence each year for personal emergency and necessity. Unused personal days may accumulate from year to year to a maximum of nine (9). Accumulation of unused days shall take place on the basis of two (2) per year until the maximum number is reached.

Criteria for "personal emergency and necessity" shall include:

1. Serious illness in the immediate family or of any person for whose welfare the custodian is solely responsible.
2. Necessity for taking either (a) a member of the immediate family or (b) a person for whose welfare the custodian is solely responsible to the hospital or of bringing him home when no one else is available.
3. Court appearance.
4. Family catastrophe.
5. Religious holidays, not included in the regular school calendar, on which work is prohibited or on which attendance is required at religious services during school hours.
6. Attendance at college graduation of a member of immediate family or of any person for whose welfare the custodian is solely responsible.
7. Personal bank business, such as a mortgage or real estate closing.
8. Funeral leave for death of a friend after leave has been taken pursuant to the provisions of Article XVII C.

The above days will be allowed only after the reason for the request has been submitted to the school principal or equivalent for approval. Contingent upon approval, the form requesting a personal leave with pay will be submitted reading "Personal Obligation as approved by the Principal/Supervisor".

Individual cases not directly covered by the above criteria shall be decided, upon the recommendation of the Principal/Supervisor, by the Superintendent of Schools on the basis of

whether an actual emergency or necessity is involved.

ARTICLE XVII

DEATH IN FAMILY POLICY

- A. Four (4) days for each death in the immediate family (not considered sick leave) will be allowed 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, Grandchild, or Grandparents.
- B. One (1) day will be allowed for each death in the family not considered immediate (as listed above). This day not to be considered sick leave and will be allowed without loss of pay.
- C. One (1) work day will be allowed employees 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.

ARTICLE XVIII

HOLIDAYS

The following days shall be considered paid holidays and any other day that may be declared a holiday by the Governor, General Court, Selectmen, or School Committee of the Town of Dartmouth. Pay will be granted regardless of the day of the week on which the holiday falls.

New Year's Eve (full day provided
School is not in session)
New Year's Day
Martin Luther King Day
Washington's Birthday
Patriot's Day
Good Friday
Memorial Day
Juneteenth

Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving
Day After Thanksgiving
Christmas Eve
Christmas Day

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 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 1st of the current year. A custodian 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.

C. 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

VACATIONS

A(1) The following vacation shall be provided each employee hired prior to September 1, 2006 who as of July 1 in any contract year will have been employed

1 year	1 week
2 years	2 weeks
5 years	3 weeks
10 years	4 weeks
18 years	5 weeks

A (2) The following vacation shall be provided each employee hired after September 1, 2006 who, from date of hire, will have been employed

1 year	1 week
2 years	2 weeks
5 years	3 weeks
10 years	4 weeks
18 years	5 weeks

A maximum of two weeks vacation may be carried over from any prior year so that a maximum of two additional weeks vacation may therefore be added to any Employee's annual vacation.

B. The times when employees take their vacations shall be subject to the approval of the Superintendent or his designated agent. Vacation requests shall be acted upon as soon as reasonably possible after the same are made. In the event that an employee makes an early request, the Superintendent shall act upon his/her request within thirty (30) days of filing same.

C. If any employee becomes eligible for a vacation on July 1 but dies before such vacation is taken, vacation pay shall be paid to the employee's estate.

D. Extended vacations without pay will require advance permission of the Assistant Superintendent of Finance and Operations or his/her designee. Such request must be in writing.

E. An employee who is eligible for one (1) week will accrue one-half (1/2) day of vacation per month beginning July 1 up to a maximum of five (5) days.

F. An employee who is eligible for two (2) weeks vacation will accrue one (1) vacation day per month beginning on July 1 up to a maximum of ten (10) days.

G. The formula will apply for those eligible for three (3) and four (4) week vacations (one (1) and one-half (1/2) days a month for three (3) weeks and two (2) days a month for four (4) weeks). If, therefore, an employee resigns during the course of the year, the employee will receive credit (vacation pay) for the amount of vacation days accrued at the point of resignation.

A custodian who is granted a leave of absence without pay will not accrue vacation credit during

any month in which the custodian is on such leave for more than ten (10) working days.

ARTICLE XXI

JURY LEAVE

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.

ARTICLE XXII

SHIFT DIFFERENTIAL

The Union recognizes the authority of the Committee to establish other work schedules or shifts. Custodians shall be paid shift differentials in accordance with Article XXV.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

1. There shall be an area in each building for the posting of notices of interest to custodians. Any notices/letters sent to the Union President and the Union Business Representative shall also be forwarded to the Union Executive Board Member and the Shop Steward, provided the Union has notified the employer of the identity of those bargaining unit members holding the aforesaid positions.

2. Should any provisions of this Agreement be found to be in violation of any Federal or State Law by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Nothing in this contract shall be construed to conflict with Chapter 149 of the General Laws of Massachusetts.

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

4. The parties to this Agreement agree that they shall continue their practice of not discriminating against any person because of race, creed, color, age, sex, gender identity, national origin, disability or sexual orientation and that such persons shall receive the full protection of this

Agreement as provided by law.

5. Employees employed on or before September 2006 who live outside Dartmouth may enter their children who reside with them into the Dartmouth Public Schools tuition free.

6. The Employer agrees to permit representative of the American Federation of State, County, and Municipal Employees, AFL-CIO, and/or Massachusetts State Council No. 93, and/or Local 851 to enter the premises at reasonable times for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

7. There shall be a Safety Committee comprised of one representative of the Union and one representative of Employer and this committee shall meet on an as needed basis to review safety practices. Said Safety Committee shall meet during the regular working hours of the Union representative.

8. Whenever an employee covered by this Agreement is required to assume responsibilities or perform duties normally assumed or performed by an employee of a higher grade or classification in his/her department, said employee shall be paid at the rate normally paid the employee of the higher grade or classification for all hours during which such additional responsibilities or duties are assumed or performed.

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

ARTICLE XXIV

RESIGNATION OR RETIREMENT

Employees with twenty (20) years of continuous service in Dartmouth who give one (1) year's notice of resignation or retirement shall receive upon the effective date of such resignation or retirement the sum of \$200. The notice of resignation or retirement is irrevocable. Employees with twenty-five (25) years continuous service shall receive \$400 under the above terms and conditions.

ARTICLE XXV

WAGES

A. The salary schedule for all employees in the bargaining unit shall be:

	<u>S-1</u>	<u>S-2</u>	<u>S-3</u>	<u>S-4</u>	<u>S-5</u>	<u>S-6</u>	<u>S-7</u>	<u>S-8</u>
Effective 7/1/22	18.32	18.89	19.42	20.01	20.60	21.19	22.17	23.62
Effective 7/1/23	18.87	19.46	20.00	20.61	21.22	21.83	22.84	24.33
Effective 7/1/24	19.44	20.04	20.60	21.23	21.86	22.48	23.53	25.06

Payroll shall be processed through direct deposit. Pre-tax deduction of insurance shall be required.

B. Differentials

Elementary Head Custodian (DeMello/Potter)	\$1.00
Head Custodian Providing Supervision at Cushman	\$1.00
Elementary Head Custodian (Quinn)	\$1.33
Middle Head Custodian	\$1.66
High School Head Custodian	\$1.99

C. Shift Differentials

1. 12:00 p.m.	\$.50
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D. Elevation from one step to the next shall be on July 1 and is conducted upon satisfactory performance.

E. Custodians are eligible for step increases on July 1 if the custodian was hired between July 1 and January 1. However, a custodian hired between January 2 and June 30 will not be eligible for the step increase until one year from the following July 1.

F. Longevity

1.

After 10 years of service	\$1,300
After 15 years of service	\$1,500
After 20 years of service	\$1,600
After 25 years of service	\$1,700
After 30 years of service	\$1,800

2. The longevity bonus will be paid on the last payday of the fiscal year. Custodians who leave the employ of the schools prior to that time shall receive payment on a pro rated basis.

3. Part-time employees shall receive a pro-rated amount of longevity based on hours as a percentage of full-time.

G. Further, the said increases are not subject to funding by Town Meeting.

ARTICLE XXVI

CLOTHING

All custodial employees within the bargaining unit will be provided with five (5) Summer shirts, five (5) Winter shirts (or some combination thereof) during the Fall of each year. All custodial employees will receive a \$125 boot allowance in their regular paycheck in the Fall of each year. Custodians shall provide the necessary care for such clothing and boots, and will be required to wear such custodial clothing during all working hours. The employer agrees to provide high visibility vests to be worn over outerwear.

ARTICLE XXVII

SICK LEAVE PROGRAM

During each contract year, if a custodian does not use any sick leave, that custodian will be awarded with a permanent adjustment in his/her annual salary in the amount of \$100.00. If a custodian uses one day of sick leave during the contract year that custodian's annual salary will be

adjusted with an adjustment in his/her salary in the amount of \$50.00. Part-time employees shall receive a pro-rated amount of sick leave incentive pay based on hours as a percentage of full-time.

The sick leave bank is created and intended for use by eligible members of the custodial staff covered by this Agreement who have exhausted their own sick leave and who have serious illness. It shall be established as per the document titled "Rules for Custodial Sick Leave Bank". The bank shall be maintained through donations at a minimum, one day per custodian member per year. A maximum shall be two per custodial staff member per year deducted in the first year of the bank and thereafter, if necessary. Employees who use the sick leave bank in any given year shall be required to reimburse the sick leave bank, upon receipt of the following years sick day allotment, one day for each day used up to a maximum of five (5) days repayment.


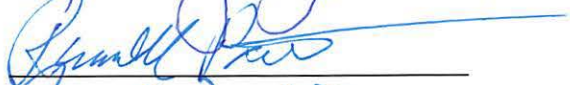

ARTICLE XXVIII

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

FOR DARTMOUTH SCHOOL COMMITTEE

By: 
Date: _____

FOR AFSCME, AFL-CIO, LOCAL 851
(Dartmouth School Custodial Employees)

By: 


Date: 10.31.2022