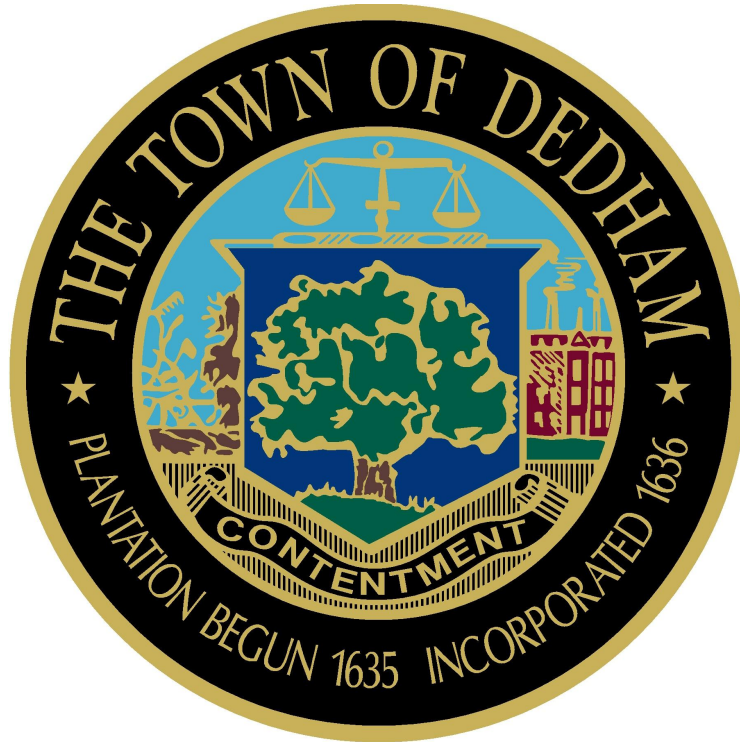




**Agreement Between
The Dedham School Committee
and the
American Federation of State, County, and
Local Employees (AFSCME), Council 93, Local 362
Secretaries and Clerks**

July 1, 2021 - June 30, 2024

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Article I - Recognition

1.1 For purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising hereunder, the Dedham School Committee (the "School Committee") recognizes the AFSCME, Council 93, Local 362 (the "Union") as the exclusive bargaining agent and representative of all employees in the Unit hereunder described.

1.2 Compensation for all employees covered by this Agreement shall be in accordance with the schedules in Appendix A, attached hereto and made a part hereof.

1.3 The unit consists of the following: All full-time and regular part-time clerical employees of the School Committee, including clerks, finance clerk, school year secretaries, and full-year secretaries. Excluded are the administrative assistant to the Superintendent, the administrative assistant to the Assistant Superintendent for Business and Finance, the administrative assistant to the Director of Special Education, the payroll clerk, and all other employees.

Article II - School Committee Rights

2.1 It is herein agreed that except as specifically and directly modified by the express language in a specific provision in this Agreement, the School Committee retains all rights and powers which it has had, and as it now has or may hereafter be granted by law, and that said School Committee may exercise such rights and powers without any such exercise being made the subject of a grievance under this Agreement.

The School Committee and the Superintendent are provided with powers under the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed or construed to derogate from or impair any power, right or duty conferred upon the School Committee or District or the Superintendent by law or any rule or regulation of the Commonwealth. Except as is otherwise expressly provided by the terms of this Agreement, the determination of educational policy, the operation of the schools and the direction of the working forces are exclusively that of the Superintendent and/or the School Committee in accordance with the laws of the Commonwealth. Within the limits of this Agreement, the School Committee retains the following rights: to manage the school system and to direct the working force; to maintain order and efficiency; to extend, maintain, control or terminate any part of the school system.

Article III - Grievance Procedure

3.1 A grievance is defined to be a question, problem, or disagreement which arises concerning (1) the interpretation or application of any provision of this Agreement with respect to the wages, hours, or working conditions of any employee or employees covered by it or (2) an alleged violation of any provision of this Agreement.

3.2 The purpose of this Section is to establish procedures for the discussion of grievances. The purpose of this procedure is to produce prompt and equitable solutions to any grievance which from time to time, may arise and affect conditions of employment.

3.3 The School Committee and the Union desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

3.4 Any question, problem, or disagreement may be discussed at any time, on an informal basis, between any individual, on behalf of himself/herself or others, and his/her immediate supervisor or other representative of management, without such informal discussion being considered a part of the grievance procedure herein set forth.

3.5 The formal grievance procedures of the Agreement shall be governed by the following procedures:

LEVEL ONE - A grievance shall be initiated by the employee, who may be accompanied by a representative of the Union, by the presentation of the grievance in writing to an appropriate supervisor of the employee. Such grievance must be filed in writing at Level One within ten (10) school days next following the knowledge of the occurrence, by any employee affected by it. Presentation shall consist of the delivery of the written grievance to the appropriate supervisor, who shall initial the written grievance, together with the grievant and/or Union representative, as well as note the date and time of receipt. In the event that the employee is unable to present the grievance personally to the supervisor, he/she may elect to file a grievance at the Office of the Superintendent of Schools, where the date and time of receipt shall be recorded by a member of the Superintendent's staff. The supervisor shall meet with the grievant and a representative of the Union and shall answer the grievance in writing within ten (10) school days after presentation of the written grievance at Level One. For purposes of calculating timelines during the summer months, work days shall be treated the same as school days.

LEVEL TWO - If the grievance shall not have been satisfactorily resolved at Level One, it may be submitted in writing by the aggrieved party and the Union to the Superintendent or his/her designee. The grievance must be presented at Level Two within ten (10) school days after the receipt by the employee or the Union of the answer at Level One.

On request, the Superintendent or his/her designee shall meet with the employee and representatives of the Union within ten (10) school days following the presentation of the grievance at Level Two in an effort to resolve the grievance. The Superintendent or his/her designee shall, within ten (10) school days following the presentation at Level Two, or the Level Two meeting, whichever is later, notify the employee involved and the Union in writing of his/her decision in regard to the grievance.

LEVEL THREE - If the grievance shall not have been satisfactorily resolved at Level Two, the Union may submit the grievance to arbitration under the then applicable rules of the American Arbitration Association. Such arbitration shall be initiated within ten (10) school days next following the Union's receipt of the Superintendent's written response.

The Arbitrator shall be without power to modify, alter, add to or subtract from the provision of this Agreement. The decision of the Arbitrator on the merits as aforesaid shall be final and binding on all parties. The fees of the American Arbitration Association, the fees of the Arbitrator, the expenses of the Arbitrator, and the cost of the hearing shall be shared equally by the parties, but each party shall bear its own expenses for the presentation of its case.

3.6 If, at the end of the ten (10) school days next following the occurrence by any employee affected by it, the grievance shall not have been presented at Level One of the procedure set forth herein, the grievance shall be deemed to have been waived. Any grievance in course under such procedure shall also be deemed waived if the action required to present it to the next level in the procedure shall not been taken within the time specified thereof.

3.7 Any individual involved in any level of this grievance procedure may be represented by an attorney or other personal representatives of his/her own choosing, but the Union shall have the right to be heard at each level of the procedure under which the grievance shall be considered.

3.8 No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Committee for any employee involved in presenting such grievance.

3.9 The School Committee will have the right to place and retain in the personnel file of such employee material derogatory to such employee's conduct, service, character or personality provided that if a grievance concerning such material is sustained at any level, such material and any reference thereto shall be removed from such personnel file. At the written request of a Union member, permission will be granted by appointment to inspect the contents of his/her personnel folder, file cards, and records, and to make copies of such contents and records as concern his/her work. Material, which is in any way derogatory to an employee, shall not be placed in the employee's personnel file before the employee has had an opportunity to review the material. The employee shall also have the right to answer any such material in writing. Upon receiving the employee's answer from the employee, it will be placed in the employee's personnel file.

3.10 If a grievance is considered by the Union to affect more than one employee, the filing of such grievance and its processing shall commence at Level Two of the procedure herein.

Article IV - Work Hours and Workload

4.1 The normal work day shall consist of seven (7) hours per day and elementary school and ECEC secretaries shall be required to work an additional hour at their hourly straight rate once per week during the school year as directed by the building principal. This will include during mid-year vacations and will include one week after school closes for the summer and one week before school opens in the fall. For the purposes of this paragraph, a week will be defined as five workdays. On the other weeks of the summer, the work day shall be six hours. Staggered hours are acceptable for personnel. Such modification of Article IV shall not require a secretary or clerk to be responsible for the opening of

closing of her place of work (building). Furthermore, no secretary or clerk will be required to work alone in a building which is otherwise unsupervised.

4.2 Where possible, secretarial coverage will be provided in buildings during the lunch periods.

4.3 An employee who is required to work beyond the normal hours of work as set forth in paragraph 1 above, shall be compensated at the rate of time and one-half (1-1/2) the calculated hourly rate for each hour, or portion thereof of work in excess of the normal work day.

4.4 Rest periods shall be as follows:

10:00 a.m. to 10:15 a.m.

2:00 p.m. to 2:15 p.m.

In the Administration Building only, all lunch periods will be from 12:00 (noon) to 1:00 p.m.

4.5 Secretarial employees will not be required to administer medication or to provide routine medical or health-related services to students.

4.6 School Year Employees Work Year

a. The normal work year for all school-year employees, other than elementary secretaries, shall include the entire student school year plus the five (5) work days before the start of the students' official school year and the five (5) work days immediately after the end of the students' official school year.

b. Elementary school secretaries will also be required to work five (5) additional work days during the summer period at the direction of their elementary school principal and will be paid at their per-diem rate. The Principal of each school, with the approval of the Assistant to the Superintendent for Business and Finance, may offer school year employees covered by this agreement the option to work additional days during the summer vacation. The number and determination of the specific additional work days that are made available and the identity of the employee (s) to whom the option is given shall be within the sole discretion of the Principal.

4.7 If school is closed as a result of inclement weather, employees will not be required to report to work.

Article V - Vacancies and Temporary Appointments

5.1 Whenever a vacancy in a position covered by this Unit occurs, it will be adequately publicized by means of an email to all Unit members at least five (5) business days prior to being made public on any medium (i.e. SchoolSpring, etc.).

5.2 All employees will be given adequate opportunity to make applications for such positions, and the Superintendent agrees to give due weight to the background and attainments of all applicants, the length of times each has been in the school system and other relevant factors. When, in the opinion of the Superintendent, or his/her designee, all other factors are substantially equal, preference will be given to qualified employees already employed by the School Committee, according to length of service, and each employee applicant not selected will receive a written notification of the action taken by the Superintendent. The decision of the Superintendent or his/her designee will not be subject to grievance. Whenever practicable, appointments will be made not later than sixty (60) days after the notice is posted in the schools or the mailing of notification to the employees.

5.3 Appointments will be made without regard to race, age, creed, color, religion, nationality, sex, sexual orientation, gender identity, disability, or marital status.

5.4 A school secretary who agrees to work during a school vacation period or summer recess period shall be paid at the rate he/she is paid during the contract year. Preference for such work shall be given to school year secretaries. The terms of this entire paragraph will not apply to a person hired for summer employment on a special project under a federal or state grant or town funds.

5.5 A member of this Unit who is assigned to fill a temporary vacancy in a higher paying position shall be paid at his/her regular step at the higher rate after filling such vacancy for five (5) consecutive work days.

Article VI - Sick Leave

6.1 During the first year of employment, full-year personnel will be entitled to annual sick leave of fifteen (15) days per fiscal year, which shall be earned at a rate of one and one-quarter (1.25) days per month. After the first year of employment, full-year personnel will be credited with fifteen (15) sick days on the first employment day of each work year.

In the event that a first year employee must utilize time he or she has not accrued under this Agreement, he or she shall have the right to borrow sick leave days in the first year of employment. The total number of sick days which can be borrowed from sick leave days cannot exceed the total number of days which can be earned in the first year of employment. Sick leave may be accumulated from year to year up to a maximum of two hundred (200) days.

6.2 During the first year of employment, school-year personnel will be entitled to annual sick leave of twelve (12) days per fiscal year, which shall be earned at a rate of one and one-fifth (1.2) day per month. After the first year of employment, school-year personnel will be credited with twelve (12) sick days on the first employment day of each work year.

In the event that a first year employee must utilize time he or she has not accrued under this Agreement, he or she shall have the right to borrow sick leave days in the first year of employment. The

total number of sick days which can be borrowed from sick leave days cannot exceed the total number of days which can be earned in the first year of employment.

Sick leave may be accrued from year to year up to a maximum of one hundred eighty (180) days.

Employees will be notified of their accumulated sick leave each year by October 1st.

6.3 Sick leave shall be deemed to include necessary absence on account of the employee's illness or injury. Up to five (5) sick days per year may be used by an employee when necessary as a result of the illness of a member of the employee's immediate family, or other relative residing in the employee's home or for whom the employee has primary caregiving responsibility. Employees who are absent from work for five (5) or more consecutive days shall contact the Superintendent's office and notify the office of their condition or the reason for their absence. Upon notification of an absence of five (5) or more consecutive days, the Superintendent or his/her designee may require that the employee provide evidence in the form of a physician's certificate or other appropriate medical documentation of the employee's condition or the reason for his/her absence.

6.4 Employees with ten (10) years of experience in the Dedham School Department, having accumulated at least seventy five (75) days of sick leave, will be paid \$25 per day on retirement or death for all days over seventy five (75) to a maximum of eighty (80) days (\$2,000).

6.5 Sick Leave Bank

A. A Sick Leave Bank (the "Bank") for use by eligible secretaries and clerks (referenced in the remainder of this section as "employee") covered by this Agreement who have exhausted their own sick leave will be established. Employees in AFSCME, Council 93, AFL-CIO, Custodian and Maintenance Unit ("Custodian Union"), are eligible to participate in the Bank on the same terms and conditions set forth in this section if approved by the School Committee and the Custodian Union.

B. Upon initial hire and each July 1 thereafter, each employee shall contribute one (1) day of sick leave from his/her accumulated sick leave for the establishment of the Bank to be maintained from year-to-year until it is exhausted. Any employee may request not to participate or to terminate his/her participation provided such request is made in writing to the Superintendent during the thirty (30) day period immediately following the start of any contract year (or within thirty (30) days immediately following the start of his/her employment whichever is later). Any employee terminating his/her participation in the Bank will forfeit any sick leave contributed to the Bank. A non-participating employee will be ineligible for benefits under this Article. A non-participating employee may request to participate (or re-participate) in the bank provided such request is made in writing to the Superintendent during the thirty (30) day period immediately following the start of any contract year and the employee contributes one (1) day of sick leave to the Bank.

C. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the Superintendent. One (1) member shall be

designated by the Union and one (1) member shall be designated by the Custodian Union. The fifth member shall be selected by the Superintendent or Union/ Custodian Union on an alternating year basis and shall vote only to break ties. For the 2021-2022 and 2023-2024 contract year, the Superintendent will choose the fifth person. For the 2022-2023 contract year, the Union/Custodial Union will choose the fifth person. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of the leave to be granted.

D. The initial grant of sick leave by the Sick Leave Bank Committee to an employee shall be made upon written application and shall not exceed thirty (30) days. The criterion for the granting of such leave from the Bank is demonstrated need supported by adequate medical evidence of illness or injury and the employee's prior attendance record.

E. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee for additional periods not to exceed thirty (30) days each upon demonstration by the applicant of continued need supported by adequate medical evidence. The maximum number of days that may be granted to an employee for any continuous illness shall not exceed one hundred and twenty (120) days.

F. If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave from each participating employee covered by this Agreement to be deducted from each employee's accumulated sick leave.

G. The decisions of the Sick Leave Bank Committee shall be final and binding and not subject to grievance/arbitration.

H. Upon separation from employment, an employee may donate any accumulated sick leave to the Bank for the purpose of maintaining the Bank to be capped at thirty-five (35) days.

Article VII - Temporary Leave of Absence

7.1 Personnel will be entitled to up to five (5) days at any one time in the event of death of the individual's spouse, child, son or daughter-in-law, father or mother-in-law, parent, grandparent, sibling, or member of the family living in the immediate household. Such leave will not be charged against accumulated sick leave. Personnel will be entitled to *three (3)* days of leave in the event of death of the individual's sister-in-law, brother-in-law, aunt, uncle, niece or nephew. Additional bereavement leave may, when necessary, be granted by the Superintendent.

7.2 An employee is entitled to receive up to three (3) days off per year for personal leave. Such leave shall be taken with the approval of the Superintendent in order to transact urgent personal, household, or legal business, which cannot be transacted outside the regularly scheduled workday. Except in extreme emergencies, personal days shall not be taken in a manner which extends a vacation or a holiday unless explicit permission is obtained from the Superintendent. Personal days are

not granted to and cannot be taken by members on probationary status. Except in an emergency, a written request for personal leave specifying the reason(s) therefore shall be, submitted forty-eight (48) hours in advance so that adequate coverage arrangements, if necessary, can be made. The third personal day that a secretary takes during any given school year may not be on a day which immediately precedes or immediately follows a school vacation, a holiday, or a holiday weekend, except with prior approval of the Superintendent. One (1) personal day may be carried over to the next year.

7.3 An employee who is called for jury duty will be paid his/her regular salary for all work days on which the employee is required to be present at the court in connection with jury service, provided the employee pays over to the School Committee all workday salary payments for jury service received in connection with such service. The employee must give the Superintendent notice of his/her call to jury duty within ten (10) days after receiving the call, but in no event later than forty eight (48) hours prior to performing jury duty.

Article VIII - Parental Leave

8.1 Any employee who becomes pregnant, is expecting the birth of a child, has a child under the age of 18 or under the age if the child is mentally or physically disabled placed with them, or adopts a child shall be entitled to a parental leave of absence without pay. The employee shall notify the Superintendent at least two weeks before the anticipated date of departure or as soon as practicable.

8.2 An employee who is pregnant may continue in active employment so long as she is able to perform her duties in a satisfactory manner. If requested by the Superintendent, the employee shall submit a certificate from her physician attesting to her ability to continue to perform her duties.

8.3 Subject to Massachusetts General Laws, Chapter 149, Section 105D, any employee who is expecting the birth of a child, is adopting a child, or has a child placed with him/her shall be entitled to a leave of absence of eight (8) weeks. While on parental leave, an employee is entitled to use accrued sick leave during any period of disability due to pregnancy, childbirth or related conditions on the same terms as they are applied to other disabilities. Employees will also be permitted to use accrued vacation time during this period of leave.

8.4 An employee returning from parental leave will be restored to the position which s/he held as of the commencement of her parental leave, if the said position exists, or to a substantially equivalent position. The Superintendent may require that the employee who used sick leave during the parental leave period produce medical certification that s/he is physically able to resume work before returning.

8.5 While on unpaid parental leave, an employee may continue to participate in the health and life insurance in which s/he is enrolled provided that s/he contributes 100 percent of the employee portion of the group rate premium.

8.6 The Union acknowledges that the Union and the School Committee are subject to the provisions of the Family Medical Leave Act ("FMLA"). Employees may be eligible for FMLA leave

based on their length of service and number of hours worked. Employees who are eligible for FMLA leave will be required to follow all procedures and submit all paperwork required to access FMLA leave. Where an employee takes leave under this or any other Article for a reason which would entitle an employee to leave under FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA. Alleged violations of the FMLA are not subject to Article II (grievance and/or arbitration) of this Agreement.

Article IX - Seniority, Layoff, and Recall

9.1 Definition. Seniority shall be defined as being equal to an employee's total length of continuous service from the date of last hire in the Dedham Public Schools in a position in the bargaining unit as defined in Section 1.3. Continuous service during an entire calendar year shall be treated as one year. Service during a portion of the calendar year shall be measured in months. Said continuous service shall include time spent on paid leaves of absence, but shall not include time spent on unpaid leaves of absence. However, unpaid leaves of absence shall not be deemed to break seniority from the date of last hire. An employee employed on a regular part-time basis shall receive seniority credit during any period of part-time employment prorated according to the employee's regular schedule. For example, an employee regularly employed for one (1) continuous year on a one-half (1/2) time basis shall receive six (6) months' seniority.

9.2 Probationary Period. Newly hired employees and employees hired after they have lost their seniority shall have no seniority status until they have completed a probationary period of six (6) consecutive months. The School Committee may discharge or lay off any employee without cause during his/her probationary period and such action shall not be the basis for a grievance under this Agreement. Upon completion of his/her probationary period, the employee's seniority shall date from his/her date of hire. Days lost from work because of sickness or accident during the probationary period shall not be considered in computing said six (6) calendar months, but shall not break the consecutive period.

9.3 Layoff.

a. In the event that the School Committee should decide to lay off employees in a job classification, the School Committee shall select employees in such classification in order of their seniority upon the basis of "last in, first out". Job classifications shall be as follows: 1) Clerks; 1a) Finance Clerk; 2) School Year Secretaries; 3) Payroll Clerk; 4) Full Year Secretaries. Whenever a vacancy occurs in a job classification, employees in that classification who are on layoff shall be recalled in order of their seniority in the reverse order in which they were laid off. Any vacancy in a classification in the same job code or in a lower job code than that of the classification(s) affected by a layoff, in which there are no employees on layoff, shall be offered first to qualified employees laid off from such affected classification(s) in order of their seniority before seeking applicant from other sources.

b. There shall be a recall period of twelve (12) months from the date of the layoff.

9.4 **Loss of Seniority.** An employee shall lose his/her seniority if he/she:

- (a) resigns or retires;
- (b) is terminated by the School Committee;
- (c) fails to report to work upon recall from layoff immediately, if available, but in any event within two weeks after the date of mailing of notice of recall by registered or certified letter;
- (d) is absent from work for any reason, including layoff, for a continuous period equal to his/her seniority, but not to exceed one (1) year; or,
- (e) refuses a job recall.

9.5 **Resignation.** In order to leave the School Committee's service in good standing, any employee who intends to resign their position shall give notice to the Superintendent no later than 14 calendar days prior to the date of their intended resignation. Exceptions to this provision including illness or unforeseen circumstances beyond the employee's control may be approved by the Superintendent on an individual basis without establishment of precedent. If an employee gives 14 days notice and then requests vacation time during the time of notice, this action will not be considered leaving in good standing and any further compensation/payouts will be forfeited.

Article X - Holidays

10.1 Full-year employees covered by this Agreement shall be entitled to the following holidays. School-year employees shall be entitled to those holidays falling within the school year or any additional work week during which they are scheduled to work. In order to be eligible for holiday pay, an employee must work on the scheduled workday immediately before the holiday and immediately following the holiday unless the absence is approved in advance.

New Years Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Veterans Day
Patriots Day	Thanksgiving and the
Memorial Day	day following Thanksgiving
Christmas Day	

10.2 Employees shall be permitted to leave work thirty (30) minutes after the dismissal of students on the day before Thanksgiving. Employees shall not be required to work the day before Christmas unless school is in session. If school is in session, employees shall be permitted to leave work thirty (30) minutes after the dismissal of students the day before Christmas.

10.3 If a holiday listed in Section 10.1 falls on a Saturday, employees will, where possible, be given the preceding Friday or the following Monday off without loss of pay. If a holiday listed in Section 10.1 falls on a Sunday, employees will, where possible, be given the following Monday off without loss of pay. The Superintendent or his/her designee shall determine whether the holiday will

be observed on the preceding Friday or the following Monday, based on the needs of the District. In the event that a holiday cannot be observed using the aforementioned schedule, each employee will be entitled to use one(1) floating holiday, provided that he/she receives the advance approval of the Superintendent or his/her designee. Floating holidays for school year secretaries and clerks may only be taken during Christmas, February, or April vacation.

10.4 Effective July 1st, 2021, Juneteenth shall be considered a paid holiday for purposes of this Agreement during any year in which the school committee determines that the District shall be closed on or in observance of Juneteenth. During any year in which the district does not close on or in observance of Juneteenth, it shall not be considered a paid holiday for purposes of this Agreement.

Article XI - Vacations

11.1 Employees shall be entitled to paid vacations according to the following schedules. Vacation days will be protracted based on the employee's scheduled work hours on the day on which vacation is taken:

(A) Full year employees:	
Over six months but less than one year	5 days
One year to two years	10 days
Over two years to five years	15 days
Over five years	20 days
Over twenty years	25 days

Full year secretaries may carry over up to five (5) vacation days from one year to the next.

(B) School year secretaries shall be granted vacation time according to the following schedule:

School year secretaries, who have completed a six-month probationary period shall receive five (5) days of paid vacation to be used only during school vacation periods during their first year of employment. After the completion of the employee's first school year, the secretary shall receive fourteen (14) days of paid vacation, to be used only during school vacation periods in each subsequent school year.

School year secretaries may not carry over vacation days from one year to the next and any unused vacation days shall be forfeited.

11.2 For the purpose of this Article, the end dates for determining the close of the year for the above will be August 1, regardless of what month the person is hired.

11.3 School-year employees shall not take vacation during the school year with the exception of Christmas, February, and April vacations. Full-year employees shall attempt to use their vacation during school vacation periods and summer months. Full-year employees may request to use up to three

(3) earned vacation days during the school year outside of school vacation periods. All vacation requests must be approved in advance by the Superintendent. Employees may take floating vacation days during the aforementioned vacation periods or as pay at the conclusion of the school year. In order to allow for vacation planning, requests for vacation schedules shall be submitted to the Superintendent by no later than March 15th of each year. The Superintendent shall respond to said requests by no later than March 31st of the same year.

11.4 Each employee shall receive annual notice of his/her pay rate, vacation and sick leave balances. Returning full-year employees will receive this information by August 1st, and returning school-year employees will receive this information by October 1st.

Article XII - Longevity

Years of service completed	Longevity Payment	<i>F22</i>	<i>F23</i>	<i>F24</i>
5 years	\$1110	<i>\$1210</i>	<i>\$1310</i>	<i>\$1410</i>
10 years	\$1190	<i>\$1290</i>	<i>\$1390</i>	<i>\$1490</i>
15 years	\$1270	<i>\$1370</i>	<i>\$1470</i>	<i>\$1570</i>
20 years	\$1350	<i>\$1450</i>	<i>\$1550</i>	<i>\$1660</i>
25 years	\$1430	<i>\$1530</i>	<i>\$1630</i>	<i>\$1730</i>
30 years	\$1590	<i>\$1690</i>	<i>\$1790</i>	<i>\$1890</i>

Longevity payments will be made on August first of each contract year. An employee who will have completed the required years of service for longevity eligibility during any particular contract year will receive the longevity payment on August first of that contract year. For example, an employee who will have completed five years of service at any point during the 2005-2006 contract year will be eligible to receive the five year longevity payment effective August 1, 2005.

Article XIII - Dues Deduction

13.1 The School Committee agrees to instruct the Town Treasurer to deduct, as permitted by the General Laws of Massachusetts from the salaries of its employees one set of dues for the Union, as said employees individually and voluntarily authorize the School Committee to deduct and to transmit the money to the Union. Employee authorization will be in writing on a form provided by the Union.

13.2 The Union will give the School Committee thirty (30) days notice in writing of the change of the rate of its dues.

13.3 Deductions will be made in equal installments on all paydays from October

through February. Any additions or deletions to the list of authorized deductions must be delivered to the School Committee at least two (2) weeks in advance of the date of the payroll distribution.

13.4 Any employee desiring to have the School Committee discontinue deductions he/she has previously authorized must give the School Committee and the Union sixty (60) days notice in writing.

Article XIV - Use of School Facilities

14.1 The Union will have the right to use school buildings without rental fees at reasonable times for meetings, provided, however, that the Union must submit a request in writing and will be required to pay for any additional custodial costs involved by reason of said meetings. The Superintendent will assign the building to be used.

Article XV - Agency Fee and Dues Deduction

15.1 The School Committee agrees to instruct the Town Treasurer to deduct, as permitted by the General Laws of Massachusetts from the salaries of its employees one set of dues or agency service fee for the Union, as said employees individually and voluntarily authorize the School Committee to deduct and transmit the money to the Union. Employee authorization will be in writing on a form provided by the Union.

15.2 The Union will give the School Committee thirty (30) days notice in writing of the change of the rate of its dues or agency service fee.

15.3 Deductions will be made in equal weekly installments from October through February. Any additions or deletions to the list of authorized deductions must be delivered to the School Committee at least two (2) weeks in advance of the date of the payroll distribution.

15.4 Any employee desiring to have the School Committee discontinue deductions he/she has previously authorized must give the School Committee and the Union sixty (60) days notice in writing.

15.6 The Union shall indemnify, defend and save the School Committee harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action by the School Committee for the purpose of complying with this Article.

Article XVI - General

16.1 The Union and the School Committee agree to share equally in the cost of publishing this Agreement. A final copy of the contract will be given to all current employees within a reasonable period of time after final signature.

16.2 No employee will be reprimanded, terminated, or otherwise disciplined without just cause.

16.3 The School Committee will provide the President of the Union with a current seniority list on or before October 1st of each contract year.

16.4 So long as space is available, the children of non-resident members of the bargaining unit are entitled to enroll in the Dedham Public Schools without payment of tuition. This provision shall not apply to children who require special education services. Requests for enrollment shall be submitted in writing to the Superintendent no later than June 1 prior to the start of the school year in which enrollment is requested. Requests from secretaries, hired on or after May 15, shall be submitted within thirty (30) days of their acceptance of employment.

16.5 The employee's share of the premium for medical insurance shall be 20%.

16.6 Employees shall be paid in bi-weekly payments.

16.7 Employees shall have the right to review the contents of their personnel files. No material derogatory to an employee's conduct, service, character or personality will be placed in her/his personnel file unless the employee has been provided a copy of such material for review. The employee will acknowledge that she/he had an opportunity to review the material by affixing her/his signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement to the contents thereof. The employee will also have the right to submit a written response to such material and her/his response shall be reviewed by the Superintendent and attached to the file copy. Any complaint regarding an employee upon which further disciplinary action may be taken will be called to the attention of the employee involved.

16.8 There shall be a Professional Development Committee comprised of no more than four (4) individuals and shall include representation from the Union and School Administrators. The objective of this Committee shall be to assess the need for professional development opportunities among secretaries and clerks and to provide for such opportunities whenever possible.

16.9 Cultural Proficiency Requirement. A district-approved 15-hour cultural proficiency course will be required of all employees. Employees hired prior to the ratification of this agreement will have five (5) school years to complete the course. Employees hired after the ratification of this agreement will be required to complete the course within the first three (3) full years of employment.

The District will pay for the cost of the course. Employees may be given the option of completing the course during or outside of their regular work day. The District will arrange for and communicate to all employees the schedule of offerings in sufficient time for employees to select a course.

Article XVII - Separability and Savings Clause

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

Article XVIII - Duration

18.1 This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2024, and shall thereafter be automatically renewed from year to year, unless modified, amended or terminated in accordance with the procedure herein set forth. During its term, this Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

18.2 Either party to this Agreement, may, by written notice received by the other party prior to November 1 of the year before expiration hereof, give notice of its intention to amend, modify or terminate this Agreement. Thereafter, the parties shall bargain collectively on any amendments or modification to this Agreement, or on a new Agreement.

18.3 It is the understanding and contemplation of the parties that the November 1, deadline for notice of intention to modify, amend or terminate is absolute and controlling, and that neither party may be required to bargain collectively concerning any term or condition of this Agreement unless such notice has been given as aforesaid.

18.4 The failure by the School Committee or the Union in one or more instances to observe or enforce any provisions of this Agreement shall not be construed as a waiver of said provisions.

WHEREFORE, intending to be bound, the parties have executed this agreement this 22 day of June, 2021.

For the Dedham School Committee:

James White

For the Union:

Shirley M. Lowell
AFSCME
AFSCME 93

Appendix A: Pay Scales

SECRE. & CLERKS						
FY 2022			STEPS CHART			
CATERGORY	STEP	STEP	Biweekly	Biweekly	Hourly	ANNUAL
			Amount *	Amount *		
			FY 2021	FY 2022	Rate	Salary **
				2.0%		
Clerks	1	1	1,801.40	1,837.40	26.25	47,772.40
5 Years of Serv.	2	2	1,917.30	1,955.60	27.94	50,845.60
10 Years of Serv.	3	3	1,974.80	2,014.30	28.78	52,371.80
15 Years of Serv.	4	4	2,034.10	2,074.80	29.64	53,944.80
20 Years of Serv.	5	5	2,095.10	2,137.00	30.53	55,562.00
Finance						
Clerk	1	1	1,874.10	1,911.60	27.31	49,701.60
5 Years of Serv.	2	2	1,993.10	2,033.00	29.04	52,858.00
10 Years of Serv.	3	3	2,053.00	2,094.10	29.92	54,446.60
15 Years of Serv.	4	4	2,114.60	2,156.90	30.81	56,079.40
20 Years of Serv.	5	5	2,178.00	2,221.60	31.74	57,761.60
School Year						
Secretaries	1	1	2,004.90	2,045.00	29.21	44,172.00
5 Years of Serv.	2	2	2,130.60	2,173.20	31.05	46,941.12
10 Years of Serv.	3	3	2,194.40	2,238.30	31.98	48,347.28
15 Years of Serv.	4	4	2,260.20	2,305.40	32.93	49,796.64
20 Years of Serv.	5	5	2,328.00	2,374.60	33.92	51,291.36
Full Year						
Secretaries	1	1	2,004.90	2,045.00	29.21	53,170.00
5 Years of Serv.	2	2	2,130.60	2,173.20	31.05	56,503.20
10 Years of Serv.	3	3	2,194.40	2,238.30	31.98	58,195.80
15 Years of Serv.	4	4	2,260.20	2,305.40	32.93	59,940.40
20 Years of Serv.	5	5	2,328.00	2,374.60	33.92	61,739.60

* Based on a full time 35 hour work week

** Based on a 216 day contract year for school year secretaries who have 12 days paid vacation

SECRE. & CLERKS

FY 2023

STEPS CHART

CATERGORY	STEP	Biweekly Amount * FY 2022	Biweekly Amount * FY 2023	Hourly Rate	ANNUAL Salary **
	FY23		2.0%		
Clerks	1	1,837.40	1,874.10	26.77	48,726.60
5 Years of Serv.	2	1,955.60	1,994.70	28.50	51,862.20
10 Years of Serv.	3	2,014.30	2,054.60	29.35	53,419.60
15 Years of Serv.	4	2,074.80	2,116.30	30.23	55,023.80
20 Years of Serv.	5	2,137.00	2,179.80	31.14	56,674.80
Finance					
Clerk	1	1,911.60	1,949.80	27.85	50,694.80
5 Years of Serv.	2	2,033.00	2,073.70	29.62	53,916.20
10 Years of Serv.	3	2,094.10	2,136.00	30.51	55,536.00
15 Years of Serv.	4	2,156.90	2,200.00	31.43	57,200.00
20 Years of Serv.	5	2,221.60	2,266.00	32.37	58,916.00
School Year					
Secretaries	1	2,045.00	2,085.90	29.80	45,055.44
5 Years of Serv.	2	2,173.20	2,216.70	31.67	47,880.72
10 Years of Serv.	3	2,238.30	2,283.10	32.62	49,314.96
15 Years of Serv.	4	2,305.40	2,351.50	33.59	50,792.40
20 Years of Serv.	5	2,374.60	2,422.00	34.60	52,315.20
Full Year					
Secretaries	1	2,045.00	2,085.90	29.80	54,233.40
5 Years of Serv.	2	2,173.20	2,216.70	31.67	57,634.20
10 Years of Serv.	3	2,238.30	2,283.10	32.62	59,360.60
15 Years of Serv.	4	2,305.40	2,351.50	33.59	61,139.00
20 Years of Serv.	5	2,374.60	2,422.00	34.60	62,972.00

* Based on a full time 35 hour work week

** Based on a 216 day contract year for school year secretaries who have 12 days paid vacation

SECRE. & CLERKS

FY 2024		STEPS CHART			
CATEGORY	STEP	Biweekly Amount * FY 2023	Biweekly Amount * FY 2024	Hourly Rate	ANNUAL Salary **
	FY24		2.0%		
Clerks	1	1,874.10	1,911.60	27.31	49,701.60
5 Years of Serv.	2	1,994.70	2,034.60	29.07	52,899.60
10 Years of Serv.	3	2,054.60	2,095.70	29.94	54,488.20
15 Years of Serv.	4	2,116.30	2,158.60	30.84	56,123.60
20 Years of Serv.	5	2,179.80	2,223.40	31.76	57,808.40
Finance					
Clerk	1	1,949.80	1,988.80	28.41	51,708.80
5 Years of Serv.	2	2,073.70	2,115.20	30.22	54,995.20
10 Years of Serv.	3	2,136.00	2,178.70	31.12	56,646.20
15 Years of Serv.	4	2,200.00	2,244.00	32.06	58,344.00
20 Years of Serv.	5	2,266.00	2,311.30	33.02	60,093.80
School Year					
Secretaries	1	2,085.90	2,127.60	30.39	45,956.16
5 Years of Serv.	2	2,216.70	2,261.00	32.30	48,837.60
10 Years of Serv.	3	2,283.10	2,328.80	33.27	50,302.08
15 Years of Serv.	4	2,351.50	2,398.50	34.26	51,807.60
20 Years of Serv.	5	2,422.00	2,470.50	35.29	53,362.80
Full Year					
Secretaries	1	2,085.90	2,127.60	30.39	55,317.60
5 Years of Serv.	2	2,216.70	2,261.00	32.30	58,786.00
10 Years of Serv.	3	2,283.10	2,328.80	33.27	60,548.80
15 Years of Serv.	4	2,351.50	2,398.50	34.26	62,361.00
20 Years of Serv.	5	2,422.00	2,470.50	35.29	64,233.00

* Based on a full time 35 hour work week

** Based on a 216 day contract year for school year secretaries who have 12 days paid vacation