

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

*July 2014 through June 2017*

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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 of Schools.

**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 Manager 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 she/he may be replaced by the Superintendent or his/her designee as he/she, in his/her 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 his 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 his/her 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 work day 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 work day, 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

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emergency that is totally beyond the control of the Committees. In the event that no employee is willing to accept an overtime assignment, the Supervisor of Buildings and Grounds 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. he shall be paid a sum weekly, in addition to his/her regular salary, as set forth in Appendix A as follows: Second Shift Differential = \$25.

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

When a person is out on workers' compensation, he/she shall be paid the difference between his/her regular base pay and the workers' compensation pay, but not in excess of his/her 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	Columbus 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
Independence Day	Christmas Day
Labor Day	Good Friday

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.

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 Supervisor of Buildings and Grounds.

**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 his/her 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 his/her 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 he/she 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 his/her 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 his/her 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, he/she 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 of Schools.

### **12.7 Personal Leave**

After an employee has completed his or her probationary period, and at the discretion of his/her 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 work day.

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 his/her 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 his/her 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 active duty served by an employee shall be credited as time worked for all purposes under the contract provided that he applies for reinstatement within ninety days after his discharge or release from active duty. Any employee who is required to go on temporary active duty as part of his military obligation (for example, active reserve duty or activation to respond to a natural

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disaster or other emergency) shall, for the first two (2) weeks of such active duty, be paid the difference between his military pay and his regular pay.

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 his/her 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 his/her 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 him/her upon his/her return, and the employee shall be assigned to the same position which he/she 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 ten (10) consecutive years of service in any district shall be entitled to the following longevity, payable in June of the year in which the longevity is earned. 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.

Ten (10) years of service from date of employment	\$275
Fifteen (15) years of service from date of employment	\$325
Twenty (20) years of service from date of employment	\$400
Twenty-five (25) years of service from date of employment	\$475

Association members with at least fifteen (15) completed years of service in the Schools may elect an alternative longevity payment of \$800 per year for three (3) consecutive years. Once an employee opts for the above, he/she will no longer be eligible for the longevity payment(s) in paragraph 1.

The Dover-Sherborn Regional School Committee will fund up to two (2) alternative longevity payments in a budget year. The Dover School Committee will fund one (1) alternative longevity payment in a budget year. The Sherborn School Committee will fund one (1) alternative longevity payment in a budget year.

Application for the alternative longevity payment is required by December 1<sup>st</sup> of the year prior to the start of the payment, and immediate placement on the list for alternative longevity is subject to the funding limits in paragraph 3.

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In the event that the number of employees electing this option in a specified year exceeds the amount of funded alternative longevity payments, the following sequence of events will take place:

1. A request will go to all members who have elected this option seeking members willing to delay the start of this option. Members will have five (5) days to respond to this request
2. After voluntary delays are sought, members electing this option will start in order of seniority, with the most senior being placed first.

#### **ARTICLE XIV Personnel Records**

##### **14.1**

Each employee shall have the right, with 24 hours written notice and during regular business hours, to examine and to copy any and all materials contained in his/her 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.

##### **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.

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**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 his/her immediate supervisor. An aggrieved employee may, at his/her option, be accompanied by a representative of the Association when he discusses the grievance with his/her 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 Supervisor of Buildings and Grounds 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 Supervisor of Buildings and Grounds 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, he/she shall provide a written answer to the grievance to the Association and to the aggrieved employee.

**Level Three**

If the grievance is not resolved by the Supervisor of Buildings and Grounds, then it may be referred to the Business Manager within ten (10) school days after the receipt of the Supervisor's answer. The Business Manager 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 him/her and, within five (5) school days thereafter, s/he shall answer the grievance in writing.

**Level Four**

If the grievance is not resolved by the Business Manager's answer, it may be referred to the Superintendent within ten (10) school days after the receipt of the Business Manager'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 him/her 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.

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**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 his/her immediate supervisor, appropriate conferences and will be reimbursed for reasonable mileage, food expenses, and registration fees.

**17.3 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.

**17.4 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.

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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 his/her 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 of Schools 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.

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**

### **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.

It is understood that an MOU Evaluation Committee shall be formed during the first year of this Agreement calling for the creation of an evaluation instrument to be used with all employees under this Agreement. It is further understood that said instrument shall be correlated to the newly defined salary ranges as specified in Attachment I with respect to Day Shift Building Supervisors, and that any salary adjustment for an employee in said position shall not take effect until an evaluation instrument is in place (beginning in fiscal year 2016).

## **ARTICLE XXI**

### **Duration**

This Agreement shall commence July 1, 2014 and extend through June 30, 2017.

**Attachment 1  
Wage Schedule**

***Fiscal Year 2014 Reference***

<i>Senior 4 Region</i>	<i>27.41</i>
<i>Senior 3 Region &amp; Pine Hill</i>	<i>24.31</i>
<i>Senior 3 Chickering</i>	<i>27.46</i>
<i>Senior 2 Region</i>	<i>23.73</i>
<i>Custodial/Asst Groundskeeper</i>	<i>19.79</i>
<i>Shift Differential</i>	<i>\$25</i>

**Fiscal Years 2015-2017**

**Day Shift Building**

**Supervisor**

Range \$24.31-\$29.14

(Applies to all schools;  
previously referred to as  
“Senior 4” or “Senior “3”)

FY15	FY16	FY17
FY14+2%	FY15+2%	FY16+2%

**Day Shift Grounds**

**Supervisor**

(Applies to the Region only;  
previously referred to as  
“Senior 3”)

**Evening Shift Building**

**Supervisor**

(Applies to the Region and  
Chickering; previously  
referred to as “Senior 2”)

FY14+2%	FY15+2%	FY16+2%
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**Custodian &**

**Assistant Groundskeeper**

FY14+2%	FY15+2%	FY16+2%
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Shift Differential

\$25

\$25

\$25

Note: Employees under this Agreement shall receive negotiated increases provided he/she has 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 Manager.

The Business Manager, in consultation with the Supervisor of Buildings and Grounds, is responsible for ensuring that maintenance procedures are followed.

Employees under this Agreement may be requested by the Business Manager (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 her/his 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.

Dawn Fattore  
Dawn Fattore, Chair, Dover School Committee

6/25/14  
Date

Frank Hess  
Frank Hess, Chair, Sherborn School Committee

6/25/2014  
Date

Dana White  
Dana White, Chair, Dover-Sherborn  
Regional School Committee

6.25.2014  
Date

Dean B. Bogan  
Dean Bogan, President, Custodial Association

7/1/14  
Date

Dave Pizzillo  
Dave Pizzillo, Custodial Association

6-26-14  
Date