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**AGREEMENT**  
**BETWEEN**  
**THE DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 888**  
**CUSTODIAL/CAFETERIA UNIT**

**AGREEMENT**

This Agreement is entered into on this First day of July 2009 by and between the School Committee of the Dennis-Yarmouth Regional School District (hereinafter referred to as the "Committee") and the Service Employees International Union, Local 888, (hereinafter referred to as the "Union") pursuant and subject to Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

**PREAMBLE AND PURPOSE**

The purpose of this Agreement is to promote good relations between the Committee, the Union, and the employees in the bargaining unit represented by the Union, and to make clear the basic provisions upon which such relations depend. It is the intent of both the Committee and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment, and to prevent as well as adjust misunderstandings or grievances relating to employment.



## **ARTICLE I     RECOGNITION**

**Section 1.** The Committee recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for all permanent non-certified employees.

**Section 2.** Non-certified employees include all permanent custodial, maintenance, food service, and bus and van driver personnel employed by this District except as excluded in Section 3.

**Section 3.** The following positions are excluded from this Agreement: complex supervisors, assistant complex supervisors, maintenance foreman, food service coordinator, assistant food service coordinators, technology maintenance specialist, student employees and casual labor, including seasonal grounds employees.

**Section 4.** Certain sections of this Agreement apply only to specifically named groups of bargaining unit employees.

## **ARTICLE II     COMMITTEE RIGHTS**

The Union agrees that, subject to the terms of this Agreement, the management of the school District's activities and the direction of the working forces, including the establishment of reasonable working rules and reasonable work schedules; new job classifications; staffing patterns; job descriptions; job duties and functions; the right to hire, assign and transfer employees; to lay off employees because of lack of work or funds; and to discipline or discharge employees for just cause, is vested exclusively with the School Committee when not in conflict with other provisions of the Agreement. The School Committee shall not exercise these rights arbitrarily, capriciously or in bad faith.

## **ARTICLE III     STRIKES & LOCKOUTS**

It is agreed by the parties that during the term of this Agreement, or any renewal thereof, there will be no strikes, stoppages, lockouts, picketing, banners or advertisement concerning any matter in dispute between the Committee and the Union or the employees.

## **ARTICLE IV     DUES & AGENCY SERVICE FEES**

**Section 1.** Under authority of General Laws, Chapter 180, Section 17A, as



amended by Chapter 1078 of the Acts of 1973, the Committee agrees that Union dues, determined in accordance with the Constitution and By-Laws of the Union, shall be deducted biweekly from the salary of any employee in the bargaining unit who signs and remits to the Committee a form authorizing such deduction. Such authorization shall remain in full force and effect until the employee ceases to be employed in the bargaining unit; or if the employee remains in such employment, until sixty (60) days after notice in writing by the employee to the Committee withdrawing the authorization, with a copy thereof filed with the Treasurer of the Union.

**Section 2.** The Committee shall require, as condition of employment during the terms of this Agreement, that employees who are not members of the Union pay a service fee to the Union. Payment of this service fee must be made within thirty (30) days after an employee begins employment or after the effective date of this Agreement, whichever is later.

**Section 3.** Such agency service fee shall be deducted biweekly by the School Committee.

**Section 4.** The amount of the service fee is equal to the amount required to become and remain a member in good standing of the Union and its affiliates to which membership dues are paid.

**Section 5.** The Union shall comply with the requirements of Mass. Gen. Laws, Ch. 150, Sec. 12, relating to approval of imposition of an agency service fee and rebate of portions of that fee under certain conditions.

**Section 6.** The Union will certify to the Committee in writing the current rate of membership dues and agency service fee. The Union shall give the Committee thirty (30) days written notice prior to the effective date of change of membership dues or agency service fee.

**Section 7.** The Committee shall not be required to honor deductions for any changes in authorization that are delivered to it later than three (3) weeks prior to the paydate when the deductions are to be made.

**Section 8.** All dues and agency service fees collected pursuant to this Article shall be remitted to the Union Treasurer.



**Section 9.** The Union shall indemnify and save or hold the Committee harmless against all claims, demands, suits or other form of liability which may arise by reason of any action taken in making deductions and remitting same to the Union pursuant to this Article or by other compliance with the provisions of this Article.

## **ARTICLE V GRIEVANCE PROCEDURE**

**Section 1.** A grievance is defined as only those claims or disputes, which allege a specific and direct violation of the express language or provisions of this Agreement. The grievance must be reduced to a written statement and must contain the nature and facts of the grievance, the section of the contract allegedly violated and remedies sought. The purpose of the grievance procedure is to settle all alleged grievances as quickly as possible. No grievance which is otherwise controlled by the Laws of the Commonwealth of Massachusetts shall be adjusted under the grievance procedure contained herein.

### **Section 2. Procedure**

#### **Step 1 Supervisor**

The Union Steward and/or representative, with the aggrieved employee, shall discuss the grievance with the supervisor, as defined here, within seven (7) calendar days after the employee knew or should have known of the occurrence or failure of occurrence of the incident upon which the grievance is based.

Supervisor, in this instance, shall be complex supervisor for custodial positions, complex supervisor for maintenance position, and food service coordinator for food service personnel. The supervisor shall have seven (7) calendar days to answer the grievance.

#### **Step 2 Director of Finance and Operations**

If the grievance has not been resolved within seven (7) calendar days after the discussion with the supervisor, the Union Steward and/or representative, with the aggrieved employee, shall submit the grievance in writing to the Director of Finance and Operations within seven (7) calendar days after the response of the supervisor was due. The Director of Finance and Operations shall have seven (7) calendar days to answer the grievance.

#### **Step 3 Superintendent of Schools**

If the grievance has not been resolved within seven (7) calendar days after its submission to the Director of Finance and Operations, it shall be submitted to



the Superintendent of Schools in writing within seven (7) calendar days after the response of the Director of Finance and Operations was due.

**Step 4 School Committee**

If the grievance has not been resolved by the Superintendent of Schools within seven (7) calendar days after its submission, it shall be submitted in writing to the School Committee for consideration. The School Committee will hear the grievance at its next regularly scheduled meeting and shall answer the grievance within seven (7) calendar days after it is heard. Grievance hearing will be in public session unless executive session is requested by the Union, in which case, executive session will be granted.

**Step 5 Arbitration**

In the event that the grievance is not satisfactorily resolved by the School Committee, the Union may submit the grievance to arbitration within fourteen (14) calendar days following the School Committee's answer or date on which said answer is due.

**Section 3.** The parties may mutually agree to extend any of the time limits set forth herein. In the absence of such an agreement, however, failure to comply with the above time limits for instituting and pursuing grievances shall be conclusively deemed to be a waiver by the Union of all rights under this Article. In the event that the employer fails to render its decision at a particular level of the grievance procedure, it shall be deemed a denial, authorizing the Union to proceed to the next step within the time prescribed for doing so.

**Section 4.** The arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. The decision of the arbitrator shall be final and binding upon the parties except that the arbitrator shall make no decision that alters, amends, adds to or detracts from this Agreement, or which modifies or abridges the management rights and prerogatives of the District. Arbitration hearings will be held at a mutually convenient location within the towns of Dennis and Yarmouth. The grievance hearing at this Step shall be held in executive session unless the Union requests, in writing, that it be held in open session. Where such a written request is received, the hearing shall be held in open session.

**Section 5.** A grievance involving the discharge of a permanent employee may be initiated at "Step Two" of the procedure.



**Section 6.** Where Steps 1 through 3 take place during working hours, the union steward and the grieving party shall be allowed reasonable time off with pay to attend the meeting specified in said steps. Time off with pay shall not be allowed for arbitration proceedings and each party shall bear the expense of its representatives, participants, witnesses and for the preparation and presentation of its own case.

**Section 7.** Nothing in this Article shall give the Union or its representatives the right to pursue an individual grievance without the express written consent of the individual employee or employees and such actions are expressly prohibited.

**Section 8.** Notwithstanding any contrary provisions of this Agreement, any matter concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Article.

**Section 9.** Matters concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this Article.

**Section 10.** An employee who has been ordered to perform a certain task which he/she believes violates a provision of this Agreement shall not refuse to perform the task (unless the task is reasonably believed to be unsafe), but shall perform the same and then submit his/her protest as a grievance.

#### **ARTICLE VI SAFETY**

The Committee shall continue to maintain such safe and sanitary conditions as are necessary to protect and preserve the health and welfare of its employees. Adequate first aid protection shall be made available to all employees during the school day (while the students are in school) on the same basis as provided to students.

A mutually agreeable side letter will be drafted by the parties.

#### **ARTICLE VII EQUAL OPPORTUNITY/NONDISCRIMINATION**

As required by law, neither the Union nor the School Committee shall discriminate against any employee on the basis of race, creed, color, religion, sex, handicap, national origin, marital status, age, membership or non-membership in the Union.



## **ARTICLE VIII POSTING OF UNION NOTICES**

The Union will be provided bulletin board space in each building where employees work for the purpose of posting notices of Union meetings and other Union activities. In addition, all such notices may be forwarded electronically to the union representative and maintenance secretary, who may distribute such notices to the buildings.

## **ARTICLE IX GROUP INSURANCE**

**Section 1.** All employees working twenty, (20), hours or more a week shall be eligible for health & accident, dental, and life insurance benefits as provided by the Committee. Effective July 1, 2006, the indemnity health insurance plan (BCBS Master Health) will not be available for selection by employees covered by this agreement. Any employee who is currently covered by the indemnity plan must opt out of it before July 1, 2007.

**Section 2.** The District contribution to the health and accident, and dental plans shall be sixty (60) percent of the total cost.

**Section 3.** The Committee will continue to offer the deferred compensation plan it established in Fiscal Year 1992.

**Section 4.** The Committee will continue to offer the contributory benefit plan it established in Fiscal Year 1992 pursuant to section 125 of the Internal Revenue Code providing for pre-tax payment of employee contributions for group health coverage.

**Section 5.** The dental program deductible will be \$50/\$100.

**Section 6.** Upon retirement from the Dennis-Yarmouth Regional School District, employees may, at their option, be included in the health, accident, and dental plans of the District. The District will continue to contribute sixty percent (60%) of the total cost.

## **ARTICLE X HOURS OF WORK AND WORK YEAR**

### **Section I. Definitions**

**A. Full-Time/Year Round** In order to be eligible for full-time/year round or part-time/year round benefits, an employee must be appointed to a position which requires a 260-day work year.

**B. Full-Time/School Year** In order to be eligible for full-time/school year

benefits, an employee must be appointed to a position that requires a minimum 180 day work year and a minimum four (4) hour workday.

**C. Part-Time/School Year** In order to be eligible for part-time/school year benefits, an employee must be appointed to a position which requires a minimum 180 day work year and less than four (4) hour workday.

**D.** Employees serving in two or more positions within the bargaining unit may use the total number of budgeted hours for all positions within the bargaining unit to determine eligibility for contract benefits. To determine eligibility for group insurance (such as health, life, and dental insurance) the total number of hours for all positions within the district will be used.

## **Section 2. Permanent/Temporary/Probationary**

**A. Permanent Employees** - A person appointed by the School Committee to fill a regular budgeted position. Permanent employees shall be hired on an hourly basis and shall be assigned to a work year ranging between the minimum number of days school is in session up to 261 days.



**B. Full-Time Employees** - are those assigned to work twenty (20) or more hours per week. Full-time employees shall be assigned to their hours of work and work year by June wherever possible. Full-time employees shall be given one (1) week's notice of any permanent change in their hours of work.

**C. Part-Time Employees** - are those assigned to work less than twenty (20) hours per week. Part-time employees shall be assigned their work year by June wherever possible and may have their hours changed on a week-to-week basis.

**D. Permanent Substitute** - A person appointed by the School Committee for a definite period of time, not less than one-half the school year, to fill a vacancy created by a leave of absence of a permanent employee.

**E. Temporary Employee** - A person assigned to a position that may be temporary in nature and is not a currently budgeted position; or to fill a vacancy caused by a temporary leave of absence (less than one-half the school year). Such employees are not subject to this Agreement.

**F. Probationary Employee** - An employee appointed by the School Committee to fill a permanent position who has not completed six (6) month of continuous service with the District. Continuous service shall be considered broken when an employee is absent for more than five (5) days. A probationary employee absent for more than five (5) days shall have their probationary period continued beyond six months for a time equal to the days that employee is absent.

## **ARTICLE XI-A WORK SCHEDULES - CUSTODIAL/MAINTENANCE**

### **Section 1. Work Year**

**A. Reappointment** - The Committee will endeavor to notify employees in writing by June 30th as to reappointment or non-reappointment, providing there has been no deficiency in the previous evaluation. Such notice shall not preclude subsequent layoffs due to decreased student enrollment and budgetary restriction.

**B. Hourly Rate** - All noncertified employees shall be paid on an hourly basis for all hours worked. Hours assigned beyond the regular schedule shall be paid on a straight time basis and, in the event more than forty (40) hours are worked in any one week, such hours in excess of forty (40) shall be compensated on a time and one-half basis.



C. The Employer may require custodians hired after October 17, 1994 and assigned to a night shift, to work the day shift, at their night shift rate, on non-school days. In addition, the Employer may require up to 10 percent of the current custodians to work the day shift, at their night shift rate, on non school days; such current custodians to be selected in reverse order of seniority.

D. Notwithstanding any contrary provisions of this Agreement, the School Committee reserves the right to employ additional personnel on an hourly basis for various periods of time, up to six (6) months, as the needs of the system require, without guaranteeing a minimum number of workdays for the year. Such personnel are not to be deemed permanent employees as used in Article I (Recognition) and covered by this Agreement.

## **Section 2. Workday**

A. The workday will be divided into three shifts; Shift I will commence in the morning and extend into the afternoon. Shift II will commence in the afternoon and extend into the evening; Shift III will begin in the evening and extend into the following morning.

B. Vacation pay is based upon an employee's normal workday of the fiscal year in which the employee is currently working. Normal workday is understood to be a workday when school is in session.

## **Section 3. Work Week**

A. Whenever possible, the normal work week for all non certified employees shall consist of five (5) consecutive days of their regularly scheduled hours, followed by two (2) consecutive days off, except for agreed employees who shall work their necessary schedules which shall include any five (5) consecutive days.

B. The normal workweek for full-time custodial/maintenance employees covered by this Agreement shall consist of forty (40) hours/week.

## **Section 4. Payroll**

A. **Payroll Week** - The payroll week for all employees covered by this bargaining agreement shall consist of seven (7) consecutive days of twenty-four (24) hours each, commencing at 12:01 A.M.Saturday.

B. **Payroll Day** - The payroll day for all noncertified employees shall consist



of twenty-four consecutive hours commencing at the start of the employee's regularly scheduled shift.

**C. Payroll Period** - Employees shall be paid biweekly for the two-week period ending the Friday before checks are issued. While paydays technically fall on a Friday, the District plans to continue the practice of making checks available on Thursdays, except when a holiday falls within the payroll week.

## **ARTICLE XI-B WORK SCHEDULES - FOOD SERVICE EMPLOYEES**

### **Section 1. Work Year**

**A. Reappointment** - The Committee will endeavor to notify employees in writing by June 30th as to reappointment or non-reappointment, providing there has been no deficiency in the previous evaluation. Such notice shall not preclude subsequent layoffs due to decreased student enrollment and budgetary restriction.

**B. Hourly Rate** - All noncertified employees shall be paid on an hourly basis for all hours worked. Hours assigned beyond the regular schedule shall be paid on a straight time basis and, in the event more than forty (40) hours are worked in any one week, such hours in excess of forty (40) shall be compensated on a time and one-half basis.

**C.** Notwithstanding any contrary provisions of this Agreement, the School Committee reserves the right to employ additional personnel on an hourly basis for various periods of time, up to six (6) months, as the needs of the system require, without guaranteeing a minimum number of workdays for the year. Such personnel are not to be deemed permanent employees as used in Article I (Recognition) and covered by this Agreement.

**Section 2. Work Week** Whenever possible, the normal work week for all noncertified employees shall consist of five (5) consecutive days of their regularly scheduled hours, followed by two (2) consecutive days off; except for agreed employees who shall work their necessary schedules, which shall include any five (5) consecutive days.

### **Section 3. Payroll**

**A. Payroll Week** - The payroll week for all employees covered by this bargaining agreement shall consist of seven (7) consecutive days of twenty-four (24) hours each, commencing at 12:01 A.M. Saturday.



**B. Payroll Day** - The payroll day for all noncertified employees shall consist of twenty-four consecutive hours commencing at the start of the employee's regularly scheduled shift.

**C. Payroll Period** - Employees shall be paid biweekly for the two-week period ending the Sunday before checks are issued. While paydays technically fall on a Friday, the District plans to continue the practice of making checks available on Thursdays, except when a holiday falls within the payroll week.

## **ARTICLE XII EVALUATION PROCEDURE**

**Section 1.** Staff evaluation is a cooperative venture to determine areas of strength to build upon and areas of weakness to be eliminated or improved.

**Section 2.** All noncertified employees will be formally evaluated at least once annually in accordance with the form and procedures established by the School Committee.

**Section 3.** The Committee reserves the right to conduct periodic evaluations of employees covered by this Agreement provided that no employee shall receive more than two evaluations in any one school year so long as said employee does not receive an unsatisfactory rating. Should an employee receive an unsatisfactory rating then the Committee reserves the right to conduct additional evaluations until the unsatisfactory rating is rectified.

**Section 4.** The employee shall be given a copy of any evaluation and shall have the right to discuss such report with the evaluators(s). The employee shall acknowledge he/she has reviewed the evaluation report by affixing his/her signature to the copy to be filed. Such signature does not indicate agreement or disagreement with the content of the report. The employee may submit his/her written comments in reference to the report, which comments shall be attached to the file copy of the report.

The evaluator(s) shall point out to the employee any deficiencies in performance and instruct the employee as to any necessary improvements. If the evaluator determines that an employee has deficiencies in performance, the Committee may request that the employee take appropriate actions to improve such deficiencies.

In the event, the employee has not improved within six (6) months of the date



of evaluation, the employee may be subject to appropriate disciplinary action including discharge. Any disciplinary action taken pursuant to this Section shall be subject to the grievance and arbitration provisions of the Agreement.

The evaluative judgment of the evaluator(s) and/or the substance of the evaluation shall not be subject to the arbitration provisions of this Agreement. Any dispute as to whether the mechanics of the evaluation procedure have been fairly followed shall be subject to grievance and arbitration.

### **ARTICLE XIII SENIORITY**

**Section 1.** An employee's seniority shall be equal to his/her length of continuous service measured from the date of hire to a bargaining unit position, but rights of seniority will not begin until the employee has completed his/her probationary period.

**Section 2.** Seniority rights will not begin until the employee has completed his/her probationary period but will be effective back to date of initial hire.

**Section 3.** Leaves without pay will not break continuous service, but will not count as time served towards seniority.

**Section 4.** Substitute or temporary employment shall not count towards seniority.

**Section 5.** Seniority lists shall be established and maintained by classification and seniority is recognized within classification only.

- A. Custodial
- B. Cafeteria
- C. Maintenance
- D. Drivers
- E. Grounds

**Section 6.** The Committee recognizes the principle of seniority for employees covered by this Agreement for the following purposes:

- A. Layoff and recall
- B. Vacation time request
- C. Transfers, subject to the provisions of Article XIV
- D. Promotions/job posting and bidding, subject to the provisions of Article XIV
- E. Reduction in force



- F. Overtime. For purposes of overtime, it is understood that once the seniority list(s) are prepared, the overtime assignments will be offered on a rotating basis and each new overtime opportunity will be offered to the next person down the list who did not get offered the most recent overtime opportunity.
- G. Bus Routes. For purposes of bus route assignments, the assignments will be put out to employee bid by seniority once per school year, usually shortly before the start of the school year. It is understood that the administration may deny a bid request if it determines that doing so is necessary for the best interests of the school district. Additionally, it is understood that vacancies which occur during the school year will not be filled by seniority nor will they be put out to bid.

#### **ARTICLE XIV   TRANSFERS/PROMOTIONS AND JOB POSTING/BIDDING**

**Section 1.** When the Committee decides to fill a permanent vacancy occurring in a position covered by this Agreement, the vacancy shall be posted on a bulletin board by the time clock in each building listing the hourly rate of pay, hours of work, job classification, location (building) and qualifications for the position. The qualifications for the position shall be determined solely by the Committee. The notice of vacancy shall remain posted for seven (7) calendar days and permanent employees who have completed their probationary period shall apply to the Committee in writing within the posting period if interested in the position. Probationary employees will be considered the same as outside applicants. Union stewards will post notices in their respective buildings.

**Section 2.** Members of the bargaining unit wishing to be considered for the position shall make written application to the Director of Finance and Operations within the posting period.

**Section 3.** In all hiring, transfers, promotions or discharges, the school principal shall be consulted.

**Section 4.** Transfers and promotions shall be based solely upon the employer's judgment as to what will best serve the interest of the District. The employer will give due consideration to the training, skill, and other relevant qualities of the applicants.



**Section 5.** When qualifications such as ability, training and skill, and other relevant qualities are considered equal by the Committee, seniority will apply in cases of promotions. In cases of equal seniority, the School Committee shall make the final decision.

**Section 6.** Where such employees are, in the exclusive judgment of the School Committee, equally well qualified with persons applying for the position from outside the system, such employees shall be given preference in selection over outside applicants.

**Section 7.** Assignment to a building is not binding. The Director of Finance and Operations may transfer employees either on a temporary or permanent basis. This Section shall not be subject to the arbitration provisions of this Agreement.

**Section 8.** A regular employee who is promoted to a higher classification shall be placed on the salary schedule of that position at the next dollar step higher than the step from which he/she was promoted.

**Section 9. Postings**

**A.** All union stewards will be notified of all notices of vacancy, promotions, and changes in classification and will receive copies of all job postings. The union will provide the Director of Finance and Operations with an updated list of union stewards annually and whenever there is a change.

**B.** All notices of school-year position vacancies occurring during nonschool time shall be posted in the administration and maintenance buildings only.

**C.** The District shall post all vacancies in accordance with Section 1 of this Article.

**ARTICLE XV WORK IN A HIGHER/LOWER CLASSIFICATION**

**Section 1.** An employee temporarily assigned to work in a higher classification shall, after five (5) consecutive days, receive the next dollar step higher of his/her regular wage in the higher classification retroactive to the first day of the temporary assignment.

**Section 2.** No employee shall receive less than his/her regular hourly rate of pay if temporarily assigned to work in a lower classification.

**Section 3. Transfer to a Lower Classification** If an employee voluntarily bids and is awarded a position in a lower classification or is involuntarily



transferred into a lower classification, he/she will be paid at the appropriate grade and classification of the lower position. The step assignment will be based upon the dollar amount closest to the existing hourly rate of the employee in the contract salary schedule. The Administration agrees it will not involuntarily transfer an employee covered by this agreement to a lower classification in an arbitrary or capricious manner.

## **ARTICLE XVI SICK LEAVE**

### **Section 1. Allocation and Accrual**

**A.** All employees who have met their probationary period shall earn sick leave at the rate of one and one quarter (1-1/4) days per month for each month of actual service. Sick leave may be accumulated to two hundred (200) days. Effective July 1, 2006, sick leave may be accumulated to two hundred and eight (208) days. Effective July 1, 2007, sick leave may be accumulated to two hundred sixteen (216) days. Effective July 1, 2008, sick leave may be accumulated to two hundred twenty-four (224) days. These increases in the accumulation of sick days do not in any way change the maximum number of days one accumulates for purposes of the sick leave buy back contained in Article XVII.

**B.** Part-time employees who work less than 20 hours per week shall accumulate sick time on a prorated basis.

**C.** Employees who successfully complete their probationary period shall be credited with the appropriate number of sick days, based on their scheduled number of hours, retroactive to their date of hire.

**Section 2.** Accumulated sick leave with pay may be used for the following purposes:

**A.** Personal illness

**B.** Quarantine or exposure to contagious diseases that endanger the health of the pupils or other personnel.

**C.** Serious illness of a member of the immediate family living in the same household; such leave not to exceed five (5) days per fiscal year.

**D.** Critical illness of a member of the immediate family not living in the same household; such leave not to exceed five (5) days per fiscal year.

**Section 3.** Immediate family shall be considered to include husband, wife, child, parent, brother, sister, grandparent, grandchild, mother-in-law, and father-in-law.



**Section 4.** A doctor's certificate may be required after three (3) consecutive workdays of sick leave or four (4) sick days occurring on Mondays or Fridays.

**Section 5.** "Actual service" means service on the job; an employee does not earn sick leave while he/she is out of work on a leave of absence of any kind which extends over thirty (30) days.

**Section 6.** In the case of absence due to an industrial accident while working as an employee under this contract, the following shall apply: In accordance with G.L. C.152, S.69, the school District will provide workers compensation insurance for its employees.

**A.** If the employee has accumulated sick leave, the school District may pay him/her (out of accumulated sick leave) the difference between his/her regular salary and the workers compensation received. The difference between the employee's regular salary and workers compensation will be deducted from his/her accumulated sick leave.

**B.** At the employee's request, and if said employee has the required overtime or vacation credit, the school District may pay his/her salary in full (without deduction for workers compensation) until his/her overtime or vacation credit has been used.

**Section 7.** A day's sick leave pay shall be based on the employee's average daily hours regularly scheduled to be worked during the work year.

**Section 8. Sick Leave Abuse**

**A.** The Committee and the Union agree that attendance at work by all employees is critical to the performance of required services to keep district facilities in safe and healthy condition. The use of sick leave for other than those purposes set out in Section 2 above is prohibited and the Committee shall take any appropriate action.

**B.** Whenever a determination of a pattern of sick leave abuse has been made by the district, the employee involved will be warned verbally, in the presence of a shop steward, that such a pattern exists. In a case where a verbal warning is not possible due to the absence of the employee or the shop steward, this warning may be made by certified mail. The purpose of this warning is to place the employee on notice that the next instance of unverified sick leave will result in "Sick Leave Warning Status" being imposed.



**C.** If "Sick Leave Warning Status" is imposed after an employee has been warned under paragraph 2 that a pattern of abuse exists, a record will be made by management, and a copy will be provided to the Union. The record shall indicate the reasons for determining a pattern of abuse and the period during which the employee will be placed on "Sick Leave Warning Status."

**D.** A decision by management to place an employee on "Sick Leave Warning Status" will be subject to the grievance procedure, but an arbitrator may overturn the decision only if he or she determines that the decision was arbitrary or capricious. An employee may be placed on "Sick Leave Warning Status" for up to ninety (90) calendar days. While an employee is on "Sick Leave Warning Status," management will require and employee to furnish a doctor's certificate for each absence for which sick leave is claimed.

## **ARTICLE XVII SICK LEAVE BUY BACK**

**Section 1.** Upon death, retirement, layoff, or separation, all employees covered by this Agreement who have served ten (10) years of continuous service in the Dennis, Yarmouth or Dennis-Yarmouth Regional School District shall receive pay for all unused accumulated sick leave at the rate of three dollars and fifty cents (\$3.50) per hour. Effective July 1, 2006, the hourly rate applied to sick days bought-back under this Section shall be increased to three dollars and fifty-nine cents (\$3.59) per hour. Effective July 1, 2007, the hourly rate applied to sick days bought-back under this Section shall be increased to three dollars and seventy cents (\$3.70) per hour. Effective July 1, 2008, the hourly rate applied to sick days bought-back under this Section shall be increased to three dollars and eighty-one cents (\$3.81) per hour.

**Section 2.** The maximum accumulation for sick leave buy back is two hundred (200) days.

**Section 3.** The minimum number of days accumulated in order to be eligible for sick leave buy back is ten (10) days.

**Section 4.** Temporary or substitute work does not count towards years of continuous service.



## **ARTICLE XVIII SICK LEAVE BANK**

**Section 1.** Effective July 1, 1981, a sick leave bank for use by eligible employees covered by this Agreement who have exhausted their own sick leave and who have serious illness will be established. Eligible employees are those employees who have completed their probationary period plus six (6) additional months of service.

**Section 2.** The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days.

**Section 3.** Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

**Section 4.** The sick leave bank shall be administered by a sick leave bank Committee consisting of eight (8) members. Four (4) members shall be designated by the Committee to serve at its discretion and four (4) members shall be designated by the Union in consultation with the Committee. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. In the event of an impasse by the Sick Leave Bank Committee, the parties agree to select a mutually acceptable party and abide by the decision. Decisions of the Sick Leave Bank Committee are final and binding and not subject to appeal or the grievance-arbitration procedure. The following criteria shall be used by the Sick Leave Bank Committee in administering the bank and in determining eligibility and amount of leave:

- A. Adequate medical evidence of serious illness;
- B. Prior utilization of all eligible sick leave;
- C. Length of service within the District.

**Section 5.** In order to establish the bank, all eligible employees were assessed two (2) sick leave days from their existing accumulated sick leave. Upon initial regular employment, all employees will have two (2) days deducted from their annual sick leave allowance.

**Section 6.** When unused sick leave bank days reach fifty-seven (57) days (one-third of the original contribution made effective July 1, 1981) all employees covered by this Agreement will be assessed an additional day which will be deducted from their annual sick leave allowance.

**Section 7.** All sick leave days borrowed from the sick leave bank by an employee will be repaid and deducted from sick leave accumulation before



payment to the employee for any unused accumulated sick leave under Article XVI. If an employee is eligible for payment of unused sick leave upon death, retirement, or separation under this Article, any days borrowed from the sick leave bank must be repaid and thus deducted from payment.

**Section 8.** During one (1) fiscal year, no employee shall be granted in excess of eighty (80) days by the Committee.

**Section 9.** Employees shall be required to repay all time granted by the Sick Leave Bank Committee at the rate of seven (7) days per year. Repayment may be made with sick, vacation or personal leave credits.

## **ARTICLE XIX OTHER LEAVES OF ABSENCE**

### **Section 1. Funeral Leave**

**A.** Employees may take off up to eight (8) consecutive calendar days without loss of pay to attend the funeral for the death of an immediate family member provided that all such days occur immediately following the date of death, (within the first eight calendar days thereafter,) and provided further that the employee will be participating in the family services and attending the wake, funeral, etc. "Immediate family" shall be defined as: spouse, child, sister or brother, mother or father.

**B.** Funeral leave of three (3) days without loss of pay will be granted immediately following the death of grandparents, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild and all members of the immediate household.

**C.** One (1) day's leave to attend the funeral of an aunt, uncle, niece, nephew, or cousin shall be granted without loss of pay.

**D.** Leave will be granted only for those days the employee has responsibilities and shall not apply to Saturdays, Sundays, holidays, vacation periods, and other days off.

### **Section 2. Maternity Leave**

**A.** An employee who becomes pregnant will notify the superintendent of schools in writing as soon as possible but in no event less than four (4) weeks before the commencement of such leave, stating the anticipated dates of departure and return. Such notification shall provide the administration with as much opportunity as possible to secure a replacement.



**B.** The pregnant employee may continue in her assigned position as long as her physical condition and ability to perform her assigned duties allow. The Committee may require such medical evidence of the employee's ability to continue employment as it may require when questioning the health of an employee in a non-maternity related situation.

**C.** Employees on maternity leave will shift from sick leave to leave without pay at that time during the leave when the employee would otherwise be physically able to return. (See sick leave section).

**D.** The employee may choose to return:

1. As soon as possible, if less than eight (8) weeks;
2. After eight (8) calendar weeks. The eight-week period will commence on the day of birth.

**E.** The choice of options is to be made at the commencement of the leave.

**F.** The employee will return to the position held at the commencement of the leave.

**G.** When applicable, increment credit on the salary schedule will be given to employees who actually work more than half of the regular work year for the assigned position including the time for which sick leave benefits are paid.

**Section 3. Military Leave** Military leave shall be granted to employees of this bargaining unit in accordance with Mass. General Laws, Ch. 33, Sec. 59, as amended.

**Section 4. Personal Leave**

**A.** Full-time/year round, full time/school year, and part-time/year round permanent employees shall be allowed up to two (2) days leave of absence without loss of pay in any one work year for the purpose of transacting important personal and/or religious matters which are impossible to transact during non-work hours. Unused personal days will be allowed to accumulate to no more than three (3) days per year.

**B.** Part-time/school year permanent employees shall be allowed one (1) day leave of absence without loss of pay in any one (1) work year for the purpose of transacting important personal and/or religious matters which are impossible to transact during non-work hours. Unused personal days



will be allowed to accumulate to no more than two (2) days per year.

C. Requests for personal days must be made to the immediate supervisor at least two (2) days in advance except in case of emergencies. Requests must be submitted on approved Request for Leave forms.

D. Personal days shall not be used for extending vacation, recreation, matters associated with another position, business or other financially rewarding enterprises of the employee, close relative or friend.

**Section 5. Jury Duty** If an employee is required to serve as a grand or trial juror in any state or federal court during the employee's work year, the Committee shall grant the employee a leave of absence with pay on the day or days on which the employee serves as a juror on the condition that the employee turn over to the District any compensation he or she receives from the court for that service (exclusive of any travel allowance). All employees shall submit appropriate paperwork documenting their jury duty on a leave of absence form. In addition, all employees must submit appropriate documentation to the personnel office.

**Section 6. Professional Improvement Leave**

A. If requested in writing by the Superintendent of Schools or his designee, the Committee will pay the reasonable expenses (including fees, meals, and transportation) incurred by employees who, at the request of the superintendent of schools, attend workshops, seminars, conferences, or other professional improvement sessions. Employees shall be granted time off without loss of pay to attend such sessions when they take place during working hours.

B. Such time off and expenses shall not be allowed by the Committee if workshops, seminars, conferences, or other professional improvement sessions are attended to bring basic skills to minimum standards pursuant to an unsatisfactory evaluation.

**Section 7. Short Term Leaves of Absence (Up to one (1) month)**

A. Food service coordinator, complex supervisor, or maintenance foreman may grant short term unpaid leaves of absence for cafeteria, custodial, or maintenance employees. If the request is denied, the employee may appeal the denial to the Director of Finance and Operations.



**B.** Other unpaid leaves of absence may be granted at the discretion of the Superintendent.

**C.** During such unpaid leaves of absence, there will be no accrual of sick leave, vacation leave, or seniority; but employees shall retain all such previously accrued benefits. Employees must make arrangements to pay the full premium for medical and life insurance policies if continued coverage is desired.



**Section 8. Leave and Vacation Benefits** Long term leaves of absence shall not be counted towards years of service for calculation of vacation benefits.

## **ARTICLE XX HOLIDAYS**

**Section 1.** The following shall be recognized as paid holidays for permanent full-time/year round and permanent part-time/year round employees:

- |                          |   |
|--------------------------|---|
| * New Year's Day         | * Columbus Day                          |
| * Martin Luther King Day | * Veterans Day                          |
| * Washington's Birthday  | * Thanksgiving Day                      |
| * Patriots Day           | * Day after Thanksgiving                |
| * Memorial Day           | Day before Christmas- (if school is not |
| Independence Day         | in session)                             |
| Labor Day                | * Christmas Day                         |

**Section 2.** Paid holidays for permanent full-time/school year and permanent part-time/school year employees are those appearing with an asterisk (\*) in Section 1 of this Article.

**Section 3.** If a permanent full-time/school year or permanent part-time/school year employee is assigned to work on the scheduled workdays preceding and following Labor Day, Labor Day will be considered a paid holiday for that employee. In the event that the student school year starts before Labor Day, school-year employees shall receive holiday pay for Labor Day.

**Section 4.** If a holiday falls on an employee's regular workday, he/she shall receive time off without loss of pay for the hours he/she is regularly scheduled to work, provided he/she is not absent any part of the scheduled workdays next preceding and following the holiday unless such absence is due to previously approved vacation leave or jury duty. The Superintendent or his/her designee may waive the strict application of this Section where he or she believes doing so is warranted. The decision of the Superintendent shall not be subject to the grievance procedure of this collective bargaining agreement.

**Section 5.** If a holiday falls on a Saturday and is not otherwise observed, employees entitled to that holiday shall receive holiday pay.

**Section 6.** If a permanent full-time employee is required to work on a recognized holiday, he/she will be paid at one and one-half (1 1/2) times



his/her regular hourly rate for each hour worked in addition to holiday pay.

## **ARTICLE XXI VACATIONS - CUSTODIAL/MAINTENANCE**

**Section 1.** Permanent full-time/year round and permanent part-time/year round employees appointed to a position by the School Committee shall be entitled to paid vacation in accordance with the following schedule based upon continuous years of full-time service.

**Section 2.** Years of service for the purposes of vacation eligibility shall be based upon the employee's length of continuous service as of July 1 each year. Long term leaves of absence without pay will not count towards vacation.

**Section 3.** Vacation days can only be taken after the year in which they are accrued.

**Section 4.** During the first year, employees hired after July 1 shall earn vacation days in a prorated amount calculated from the employee's date of hire.

<b><u>Section 5.</u></b>	<b><u>Years of Service</u></b>	<b><u>Length of Vacation</u></b>
	After 1 year of service	10 days
	After 5 years of service	15 days
	After 10 years of service	20 days

**Section 6.** Full-time and part-time school year employees are not eligible for vacation benefits.

**Section 7.** Full-time and part-time year round employees receive vacation benefits based upon their normal workday.

**Section 8.** Vacations shall be granted by the Committee at such time as, in its opinion, will cause the least interference with the performance of the regular work of the District.

**Section 9.** Vacation time may not be carried over into the next vacation eligibility year without the prior approval of the Committee.

**Section 10.** If any of the holidays specified in Article XX fall during an employee's scheduled vacation period or what would otherwise be a regularly scheduled workday, an additional vacation day with pay will be taken at the convenience of the Committee.

**Section 11. Grandfather Clause**



- A. Those who were hired before July 1, 1984 will continue to receive vacation benefits at the previous contract level.

## **ARTICLE XXII LONGEVITY**

**Section 1.** Full-time employees who have completed the requisite number of years as of December 31 of a particular year shall receive the longevity payment, which coincides with that number of years.

### **Length of Service**

6 years through 10 years	\$520
11 years through 15 years	\$720
16 years through 20 years	\$920
21 years or more	\$1,060

Years of service for purposes of longevity eligibility shall be based upon the employee's length of service as of December 31 in each year.

**Section 2.** Payments shall be made once annually in the pay period immediately preceding December 25.

**Section 3.** An employee must be continuously employed through the pay period immediately preceding December 25 of each year in order to be eligible for a longevity payment.

## **ARTICLE XXIII ABSENCE OF UNION OFFICERS**

Any employee selected as an officer or delegate of the Union shall be allowed reasonable time off for the performance of such duties without loss of seniority rights but without pay.



## **ARTICLE XXIV REDUCTION IN FORCE AND RECALL**

**Section 1.** In the case of a reduction in force or the elimination of a position, the employee whom the Committee determines to be the least senior will be laid off.

**Section 2.** Any decision by the Committee to reduce the number of employees through a general layoff; through a reduction in the number of employees within a job classification, work site, field, or program; or through the elimination or consolidation of positions is final and binding and not subject to the grievance and arbitration provisions of this Agreement.

**Section 3.** Employees laid off as the result of a reduction in force or the elimination of a position who have completed their probationary period with the school District before they were laid off may be considered for recall in accordance with the following procedure:

**A.** A laid-off employee who files a written request with the Director of Finance and Operations will be notified of posted vacancies in the bargaining unit by email and/or regular mail and may apply for a vacant position in the same manner as current employees (i.e., in writing, within the posting period). The laid-off employee is responsible for providing a current address at all times.

**B.** A laid-off employee who applies for a vacant position will be considered for the position on the same basis as current employees. The filling of any vacancy is subject to the provisions of Article XIV of this Agreement, whether or not a laid-off employee is an applicant to fill the vacancy.

**C.** If a laid-off employee refuses an offer of a job comparable to the one he/she held immediately before he/she was laid off, the Committee may remove the laid-off employee's name from the recall list. The Committee is not obligated to keep a job open for more than one week after the offer has been made.

**D.** The recall rights of a laid-off employee under this Section expire 180 days after the laid-off employee's last day of work.

**E.** Time spent on the recall list after an employee has been laid off is excluded in computing the employee's seniority.

## **ARTICLE XXV MISCELLANEOUS**



**Section 1.** In the event any provision of this Agreement is held unlawful by any court or administrative agency of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Committee and the Union shall commence good faith negotiations for new provisions in those areas affected.

**Section 2.** Any violation of the provisions of this Agreement occurring on or before its execution date shall not be a subject of grievance or arbitration.

**Section 3.** All employees shall wear job appropriate clothing that is neat and orderly for the duties that they perform. All food service personnel shall dress in a professional manner suitable to a clean and sanitary food service environment. Footwear shall be non-slip and closed toe.

**Section 4.** All noncertified personnel will be required to record their presence for work through the use of time clocks.

**Section 5.** School bus drivers are required to comply with regulations of the Registry of Motor Vehicles and Department of Public Utilities regarding licenses. Drivers are required to have an annual physical that will be paid for by the District. Drivers are required to pay for their annual license renewal fee. The Committee agrees to offer D-Y Bus Drivers preference for non-work hour trips so long as the appropriate size busses are available for use.

**Section 6.** The Committee will provide a one-time purchase of one (1) pair of coveralls for permanent grounds maintenance and building maintenance employees for use in the shop area only.

**Section 7.** Sick leave and vacation time will be reported on pay stubs on a quarterly basis.

#### **ARTICLE XXVI-A WAGES - CUSTODIAL/MAINTENANCE**

**Section 1.** Wages shall be in accordance with the attached salary schedule: Effective July 1, 2009, employees covered by this Agreement will receive a zero percent (0%) increase on all steps. Effective July 1, 2010, employees covered by this Agreement will receive an across-the-board increase of one and one-half percent (1-½%). Effective July 1, 2011, employees covered by this Agreement will receive an across-the-board increase of one and one-half percent increase of one and one-half (1-½%).



**Section 2.** The steps indicated in the attached schedules have no reference to years of service or experience and increase by step is not automatic. The Committee may deny a step increase for just cause.

**Section 3.** In order to be eligible for a step increase noncertified employees must be employed in a regular permanent position for at least six (6) months prior to July 1st of each year. Employees hired after January 1 of each year shall not be eligible for a step increase until July 1st of the following year.

**Section 4.** Step increases for eligible employees become effective July 1 of each year and are paid the first regular payroll period in July.

**Section 5. Mealtime.** Except for employees who are required to remain in the building for sanitary or safety reasons during their scheduled lunch period, the following shall apply:

All employees shall not be entitled to paid lunch.

**Section 6. Private Group Use/Function Pay.** If the School Committee deems it necessary, private groups using buildings for purposes unrelated to the school system during nonschool hours shall retain additional members of the bargaining unit (in excess of those on their regular shifts) to be present during the function. All funds shall be received and paid in accordance with General Laws, Chapter 44, Section 53C, as amended, by Chapter 773 of the Acts of 1973.

**A. Definitions.** As used in this memorandum, the following terms and their variant forms mean the following:

1. The "Committee" is the Dennis-Yarmouth Regional School District Committee.
2. The "District " is the Dennis-Yarmouth Regional School District
3. A "District organization" is an organization, such as a booster club, whose sole purpose is the betterment of the District's students.
4. An "employee" is a person employed by the Committee in a position covered by the custodial/cafeteria collective bargaining Agreement between the Committee and the Union.
5. An "extra duty assignment" is an assignment of an employee to perform custodial or food service responsibilities before, during, or after a function at a school building at a time when the employee is not



working his regular or assigned shift.

6. "Function Pay" is the compensation to be paid to an employee for performing an extra duty assignment.

7. The terms "including and "such as" are illustrative and not limitative.

8. Personal pronouns are used in this memorandum in a generic sense and apply equally to the masculine and feminine genders.

9. The "Union" is the Service Employees International Union, Local 888.

**B. Rate of Function Pay.** The rate of function pay is time and a half per hour.

**C. Minimum Function Pay.** An employee who performs an extra duty assignment at a function conducted by or for an organization that is not a District organization is entitled to be paid for a minimum of four hours of work. That minimum does not apply in the case of a function conducted by or for a District organization.

**D. Method of Assignment.** The Committee shall continue the current method of assigning employees to extra duty assignments.

1. Complex supervisors assign extra duty assignments.

2. When practical, a complex supervisor shall assign employees who regularly work in a particular building to extra duty assignments in that building.

3. When an insufficient number of employees who regularly work in a particular building are available to cover an extra duty assignment at that building, the complex supervisor may assign an employee or employees from another building to the extra duty assignment. Before making an involuntary assignment, however, the complex supervisor shall ask for volunteers.

4. Staffing guidelines for function work shall be discussed in Labor/Management Committee.



## **Section 7.**

**A. Weekend Building Check** Designated custodians, if authorized by the Director of Finance and Operations, or his designee, will be paid a flat rate of \$25.00 per day, for checking buildings on weekends and holidays. Effective July 1, 2006, the flat rate shall be increased to twenty-six (\$26) dollars per visit. Effective July 1, 2007, the flat rate shall be increased to twenty-seven (\$27) dollars per visit. Effective July 1, 2008, the flat rate shall be increased to twenty-eight (\$28) dollars per visit.

**B. Call-in Pay** Employees who are called in outside of their regularly scheduled hours/shift shall be guaranteed a minimum of two (2) hours pay at their normal rate of pay.

### **C. Differential**

1. A differential shall be added to the hourly rates of all full-time employees assigned to Shift II or Shift III as follows:
  - a. 7% for employees hired after October 17, 1994
  - b. 12% for employees hired on or before October 17, 1994
2. An employee temporarily assigned to work on a shift that pays a shift differential will receive shift differential on the first day said assignment begins.

## **Section 8. Job Classifications**

**A.** All custodians hired after October 17, 1994 will be placed on Level 1 of the salary schedule.

**B.** Individual positions may be considered for reclassification based upon evidence submitted for that particular position and in accordance with existing classification criteria procedures.

## **ARTICLE XXVI-B WAGES - FOOD SERVICE**

**Section 1.** Wages shall be in accordance with the attached salary schedule: Effective July 1, 2009, employees covered by this Agreement will receive a zero percent (0%) increase on all steps. Also effective July 1, 2009, a new Step Eight shall be created which is two percent (2%) higher than the current Step Seven. Any employees who were on Step Seven during the period from July 1, 2008 through June 30, 2009 shall be eligible to move to the new Step Eight effective July 1, 2009. Effective July 1, 2010, employees covered by



this Agreement will receive an across-the-board increase of one and one-half percent (1-½%). (1-½%). Effective July 1, 2011, employees covered by this Agreement will receive an across-the-board increase of one and one-half percent (1-½%). (

**Section 2.** The steps indicated in the attached schedules have no reference to years of service or experience and increase by step is not automatic. The Committee may deny a step increase for just cause.

**Section 3.** In order to be eligible for a step increase noncertified employees must be employed in a regular permanent position for at least six (6) months prior to July 1st of each year. Employees hired after January 1 of each year shall not be eligible for a step increase until July 1st of the following year.

**Section 4.** Step increases for eligible employees become effective September 1 of each year and are paid the first regular payroll period in September.

**Section 5.** Substitutes shall be paid no more than level 1, step 1 of the salary schedule.

**Section 6. Private Group Use/Function Pay.** If the School Committee deems it necessary, private groups using buildings for purposes unrelated to the school system during nonschool hours shall retain additional members of the bargaining unit (in excess of those on their regular shifts) to be present during the function. All funds shall be received and paid in accordance with General Laws, Chapter, 44, Section 53C, as amended, by Chapter 773 of the Acts of 1973.

**A. Definitions.** As used in this memorandum, the following terms and their variant forms mean the following:

1. The "Committee" is the Dennis-Yarmouth Regional School District Committee.
2. The "District " is the Dennis-Yarmouth Regional School District
3. A "District organization" is an organization, such as a booster club, whose sole purpose is the betterment of the District's students.
4. An "employee" is a person employed by the Committee in a position covered by the custodial/cafeteria collective bargaining Agreement between the Committee and the Union.



5. An "extra duty assignment" is an assignment of an employee to perform custodial or food service responsibilities before, during, or after a function at a school building at a time when the employee is not working his regular or assigned shift.
6. "Function Pay" is the compensation to be paid to an employee for performing an extra duty assignment.
7. The terms "including and "such as" are illustrative and not limitative.
8. Personal pronouns are used in this memorandum in a generic sense and apply equally to the masculine and feminine genders.

**B. Rate of Function Pay.** The rate of function pay is time and a half per hour.

**C. Minimum Function Pay.** An employee who performs an extra duty assignment at a function conducted by or for an organization that is not a District organization is entitled to be paid for a minimum of four hours of work. That minimum does not apply in the case of a function conducted by or for a District organization.

**D. Method of Assignment.** The Committee shall continue the current method of assigning employees to extra duty assignments.

1. Food service coordinators assign extra duty assignments.
2. When practical, a food service coordinator shall assign employees who regularly work in a particular building to extra duty assignments in that building.
3. When an insufficient number of employees who regularly work in a particular building are available to cover an extra duty assignment at that building, the food service coordinator may assign an employee or employees from another building to the extra duty assignment. Before making an involuntary assignment, however, the food service coordinator shall ask for volunteers.
4. Staffing guidelines for function work shall be discussed in Labor/Management Committee.

#### **ARTICLE XXVI-C WAGES - GENERAL**

An attendance incentive program shall be established by the Committee in a form consistent with that outlined during these negotiations. The Committee will provide a minimum of two thousand dollars (\$2,000) annually to fund an



attendance incentive program to reward the employees covered by this contract who demonstrate perfect or excellent attendance during a fiscal year. Effective July 1, 2006, the Committee will provide a minimum of twenty-five hundred (\$2,500) dollars annually to fund an attendance incentive program to reward the employees covered by this contract who demonstrate perfect or excellent attendance during that fiscal year. Effective July 1, 2007, the Committee will provide a minimum of three thousand (\$3,000) dollars annually to fund an attendance incentive program to reward the employees covered by this contract who demonstrate perfect or excellent attendance during that fiscal year. Effective July 1, 2008, the Committee will provide a minimum of thirty-five hundred (\$3,500) dollars annually to fund an attendance incentive program to reward employees covered by this contract who demonstrate perfect or excellent attendance during that fiscal year. Determination of required attendance levels will be made by the Superintendent of Schools in a fair and equitable manner.

#### **ARTICLE XXVII STABILITY OF AGREEMENT**

**Section 1.** No agreement, understanding, alteration or variation of the agreements, terms, or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

**Section 2.** The failure of the Committee or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Committee or of the Union to future performance of any such term or conditions, and the obligations of the Union and the Committee to such future performance shall continue in full force and effect.

#### **ARTICLE XXVIII EFFECTIVE DATE AND TERMINATION**

**Section 1.** This Agreement shall be effective as of July 1, 2009 and remain in full force and effect until midnight, June 30, 2012.

**Section 2.** This Agreement shall continue thereafter from year to year unless terminated by notice in writing given by either party to the other not later than November 1, 2011.

**Section 3.** This Agreement may be amended at any time by mutual agreement of the parties expressed in writing and annexed hereto.



IN WITNESS WHEREOF, THE PARTIES TO THIS CONTRACT HAVE CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR AGENTS HEREUNTO DULY AUTHORIZED, AND THEIR SEALS TO BE AFFIXED HERETO, AS OF THE DATE ABOVE WRITTEN.

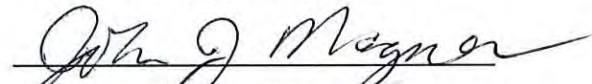
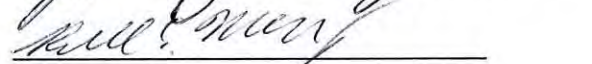
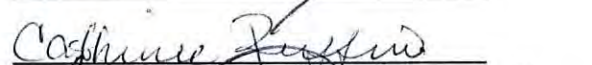
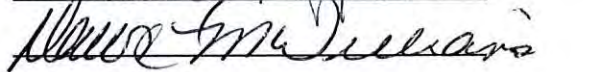
DENNIS- YARMOUTH  
REGIONAL SCHOOL DISTRICT  
COMMITTEE

  
School Committee Chairperson

SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 888

\_\_\_\_\_  
President

**Negotiating Committee:**



## **APPENDIX A**

### **CUSTODIAL SALARY SCHEDULES**

#### **Effective July 1, 2009**

<b>Position</b>	<b>Step</b>										
	<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
Custodian (hired after 10/94)	1	12.39	12.64	12.90	13.17	13.43	13.71	13.98	14.29	14.57	14.87
Custodian	2	13.81	14.09	14.39	14.68	14.97	15.29	15.62	15.93	16.25	16.57
Shift Leader (elem.), Maint Laborers	3	14.31	14.59	14.88	15.17	15.50	15.82	16.13	16.45	16.80	17.15
	4	14.79	15.09	15.39	15.71	16.03	16.38	16.70	17.05	17.38	17.75
Mechanic Helper, Bus Driver	5	15.28	15.60	15.92	16.24	16.55	16.92	17.26	17.61	17.95	18.32
Shift Leader (MS, HS), Maint. Mechanic	6	15.79	16.09	16.43	16.77	17.11	17.45	17.82	18.18	18.54	18.92
	7	17.42	17.80	18.16	18.52	18.90	19.29	19.70	20.08	20.49	20.91
Mechanic (HS), Multi- Unit Shift Leader, Groundskeeper Leader	8	18.05	18.42	18.78	19.18	19.57	19.97	20.38	20.78	21.22	21.65
Carpenter	9	19.56	19.94	20.36	20.76	21.17	21.63	22.06			
Electrician, Plumber, Licensed Construction Supervisor	10	21.52	21.96	22.39	22.82	23.28	23.80	24.28			

#### **Effective July 1, 2010**

<b>Position</b>	<b>Step</b>										
	<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
Custodian (hired after 10/94)	1	12.57	12.83	13.09	13.37	13.63	13.92	14.19	14.50	14.79	15.09
Custodian	2	14.02	14.30	14.60	14.90	15.20	15.52	15.85	16.17	16.49	16.82
Shift Leader (elem.), Maint Laborers	3	14.53	14.81	15.10	15.40	15.73	16.06	16.37	16.70	17.05	17.38
	4	15.01	15.32	15.62	15.95	16.27	16.62	16.95	17.31	17.64	18.01
Mechanic Helper, Bus Driver	5	15.51	15.84	16.16	16.48	16.80	17.17	17.52	17.87	18.22	18.60
Shift Leader (MS, HS), Maint. Mechanic	6	16.03	16.34	16.68	17.02	17.36	17.71	18.09	18.45	18.82	19.20
	7	17.68	18.07	18.43	18.80	19.18	19.58	20.00	20.39	20.79	21.22
Mechanic (HS), Multi- Unit Shift Leader, Groundskeeper Leader	8	18.32	18.70	19.06	19.47	19.87	20.26	20.68	21.09	21.54	21.95
Carpenter	9	19.86	20.24	20.66	21.07	21.49	21.95	22.39			
Electrician, Plumber, Licensed Construction Supervisor	10	21.84	22.28	22.73	23.17	23.63	24.16	24.64			



**Effective July 1, 2011**

Effective July 1, 2011	Step										
Position	Level	1	2	3	4	5	6	7	8	9	10
Custodian (hired after 10/94)	1	12.76	13.02	13.29	13.57	13.84	14.13	14.41	14.72	15.01	15.31
Custodian	2	14.23	14.52	14.82	15.12	15.43	15.75	16.09	16.41	16.74	17.07
Shift Leader (elem.), Maint Laborers	3	14.74	15.03	15.33	15.63	15.97	16.30	16.61	16.95	17.31	17.64
	4	15.24	15.55	15.85	16.19	16.51	16.87	17.21	17.57	17.90	18.28
Mechanic Helper, Bus Driver	5	15.74	16.08	16.40	16.73	17.05	17.43	17.78	18.14	18.50	18.88
Shift Leader (MS, HS), Maint. Mechanic	6	16.27	16.58	16.93	17.27	17.62	17.98	18.36	18.73	19.10	19.49
	7	17.95	18.34	18.71	19.08	19.47	19.87	20.30	20.69	21.11	21.54
Mechanic (HS), Multi- Unit Shift Leader, Groundskeeper Leader	8	18.60	18.98	19.35	19.76	20.17	20.57	20.99	21.41	21.86	22.28
Carpenter	9	20.16	20.55	20.97	21.39	21.81	22.28	22.73			
Electrician, Plumber, Licensed Construction Supervisor	10	22.17	22.62	23.07	23.51	23.98	24.52	25.01			



## **APPENDIX B**

### **FOOD SERVICE WORKERS SALARY SCHEDULES**

**Effective July 1, 2009**

<b>Position</b>	<b>Step Level</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Cafeteria Worker	1	10.46	10.77	11.09	11.44	11.81	12.31	12.56	12.81
	2	10.77	11.09	11.44	11.81	12.21	12.68	12.93	13.19
	3	11.09	11.44	11.81	12.21	12.52	13.04	13.30	13.56
	4	11.44	11.81	12.21	12.52	12.92	13.51	13.78	14.05
	5	11.81	12.21	12.52	12.92	13.40	13.95	14.23	14.52
	6	12.21	12.52	12.92	13.40	13.84	14.43	14.72	15.01
	7	12.52	12.92	13.40	13.84	14.29	14.89	15.18	15.49
Cook, Van Driver	8	12.92	13.40	13.84	14.29	14.76	15.41	15.72	16.03
Cook/Mgr. (Elem.)	9	13.40	13.84	14.29	14.76	15.23	15.91	16.23	16.55
	10	13.84	14.29	14.76	15.23	15.78	16.46	16.79	17.13
Cook/Mgr. (Middle)	11	14.29	14.76	15.23	15.78	16.29	16.97	17.31	17.66
	12	14.76	15.23	15.78	16.29	16.84	17.57	17.92	18.28
Cook/Mgr. (High)	13	15.23	15.78	16.29	16.84	17.43	18.21	18.58	18.95
Multi-Unit Mgr.	14	15.78	16.29	16.84	17.43	18.01	18.80	19.18	19.56
	15	16.29	16.84	17.43	18.01	18.59	19.43	19.82	20.22
Grandfathered Classifications									
Worker	L-1	11.43	12.14	12.82	13.48	14.16	14.63	15.19	15.50

**Effective July 1, 2010**

<b>Position</b>	<b>Step Level</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Cafeteria Worker	1	10.62	10.93	11.26	11.61	11.99	12.49	12.74	13.00
	2	10.93	11.26	11.61	11.99	12.39	12.87	13.13	13.39
	3	11.26	11.61	11.99	12.39	12.70	13.23	13.50	13.77
	4	11.61	11.99	12.39	12.70	13.11	13.71	13.98	14.26
	5	11.99	12.39	12.70	13.11	13.60	14.16	14.44	14.73
	6	12.39	12.70	13.11	13.60	14.05	14.65	14.94	15.24
	7	12.70	13.11	13.60	14.05	14.50	15.11	15.41	15.72
Cook, Van Driver	8	13.11	13.60	14.05	14.50	14.98	15.64	15.95	16.27
Cook/Mgr. (Elem.)	9	13.60	14.05	14.50	14.98	15.46	16.15	16.47	16.80
	10	14.05	14.50	14.98	15.46	16.02	16.71	17.04	17.39
Cook/Mgr. (Middle)	11	14.50	14.98	15.46	16.02	16.53	17.23	17.57	17.93
	12	14.98	15.46	16.02	16.53	17.10	17.84	18.19	18.56
Cook/Mgr. (High)	13	15.46	16.02	16.53	17.10	17.69	18.49	18.86	19.23
Multi-Unit Mgr.	14	16.02	16.53	17.10	17.69	18.28	19.08	19.47	19.85
	15	16.53	17.10	17.69	18.28	18.87	19.72	20.12	20.52
Grandfathered Classifications									
Worker	L-1	11.60	12.32	13.01	13.69	14.37	14.85	15.42	15.73



**Effective July 1, 2011**

<b>Position</b>	<b>Step Level</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Cafeteria Worker	1	10.78	11.09	11.43	11.79	12.17	12.68	12.94	13.19
	2	11.09	11.43	11.79	12.17	12.58	13.06	13.32	13.59
	3	11.43	11.79	12.17	12.58	12.89	13.43	13.70	13.97
	4	11.79	12.17	12.58	12.89	13.31	13.91	14.19	14.48
	5	12.17	12.58	12.89	13.31	13.80	14.37	14.66	14.95
	6	12.58	12.89	13.31	13.80	14.26	14.87	15.16	15.47
	7	12.89	13.31	13.80	14.26	14.72	15.34	15.64	15.96
Cook, Van Driver	8	13.31	13.80	14.26	14.72	15.20	15.87	16.19	16.52
Cook/Mgr. (Elem.)	9	13.80	14.23	14.72	15.20	15.70	16.39	16.74	17.05
	10	14.23	14.72	15.20	15.70	16.26	16.96	17.30	17.65
Cook/Mgr. (Middle)	11	14.72	15.20	15.70	16.26	16.78	17.49	17.84	18.19
	12	15.20	15.70	16.26	16.78	17.35	18.10	18.47	18.84
Cook/Mgr. (High)	13	15.70	16.26	16.78	17.35	17.96	18.76	19.14	19.52
Multi-Unit Mgr.	14	16.26	16.78	17.35	17.96	18.55	19.37	19.76	20.15
	15	16.78	17.35	17.96	18.55	19.16	20.02	20.41	20.83
Grandfathered Classifications									
Worker	L-1	11.77	12.50	13.21	13.89	14.59	15.07	15.65	15.96