

Agreement

Between the

**Dennis-Yarmouth Regional
School Committee**

and the

**Service Employees
International Union
Local 888**

**Cafeteria/Maintenance
Grounds/Bus Driver Unit**

July 1, 2021 – June 30, 2024

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AGREEMENT
BETWEEN
THE DENNIS-YARMOUTH REGIONAL SCHOOL DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 888
MAINTENANCE/CAFETERIA
GROUND/BUS DRIVER UNIT

AGREEMENT

This Agreement is entered into on this First day of July 2021 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 grounds, maintenance, food service, and bus and delivery driver personnel employed by this District except as excluded in Section 3.

Section 3. The following positions are excluded from this Agreement: facilities manager, assistant facilities manager, maintenance foreman, food service director, assistant food service directors, 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 or Superintendent, whichever is applicable, when not in conflict with other provisions of the Agreement. The School Committee **or** Superintendent, whichever is applicable, 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 and COPE deductions, 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. Employees may also pay an agency fee, provided that they understand that this is voluntary and not required under the law. 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 Union will certify to the Committee in writing the current rate of membership dues. 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 3. 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 payday when the deductions are to be made.

Section 4. All dues collected pursuant to this Article shall be remitted to the Union Treasurer.

Section 5. 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 facilities manager for maintenance positions, and food service director for food service personnel. The supervisor shall have ten (10) work days to answer the grievance.

Step 2 Assistant Superintendent

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 Assistant Superintendent within seven (7) calendar days after the response of the supervisor was due. The Assistant Superintendent shall have ten (10) work days to answer the grievance.

Step 3 Superintendent of Schools

If the grievance has not been resolved within ten (10) work days after its submission to the Assistant Superintendent, it shall be submitted to the Superintendent of Schools in writing within seven (7) calendar days after the response of the Assistant Superintendent was due.

Step 4 School Committee

If the grievance has not been resolved by the Superintendent of Schools within ten (10) work 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 ten (10) work 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 resolved to the Union's satisfaction, the Union may submit the grievance to arbitration within fourteen (14) calendar days from the date of the Committee's answer or within fourteen (14) calendar days from the date on which the answer was due (ten (10) work days from the date of the grievance was heard at the School Committee's level).

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.

ARTICLE VII EQUAL OPPORTUNITY/NONDISCRIMINATION

Neither the Union nor the School Committee shall discriminate against any employee based on any protected category under state or federal law.

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 who regularly work twenty (20) hours or more a week shall be eligible for health & accident, dental, and life insurance benefits as provided by the Committee consistent with state law.

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. 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 - GROUNDS/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 non-certified 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, which shall not include any sick time or vacation time, 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. Workday

A. Hours of the work day will be established by the Facilities Manager with the approval of the Assistant Superintendent. (If needed, employees will be given one month's notice of a change in hours.)

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 non-certified 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.

D. Direct Deposit - Employees shall be required to use direct deposit with email receipt to receive their paycheck. In extenuating circumstances, the

Superintendent may waive this requirement based on an employee's written request.

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 non-certified 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, which shall not include any sick time, 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 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.

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 non-certified 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.

D. **Direct Deposit** - Employees shall be required to use direct deposit with email receipt to receive their paycheck. In extenuating circumstances, the Superintendent may waive this requirement based on an employee's written request.

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 non-certified 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. Cafeteria
- B. Maintenance
- C. Drivers
- D. 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 Superintendent decides to fill a permanent vacancy occurring in a position covered by this Agreement, the district will email each member of the bargaining unit to notify them of the vacancy. The notice of vacancy shall include 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 Superintendent. Permanent employees who have completed their probationary period shall apply to the Superintendent in writing within seven (7) calendar days of the vacancy being emailed if interested in the position. Probationary employees will be considered the same as outside applicants. Union stewards may post a copy of the emailed notice of vacancy in their respective buildings.

Section 2. Members of the bargaining unit wishing to be considered for the position shall make written application to the Assistant Superintendent 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 Superintendent, seniority will apply in cases of promotions. In cases of equal seniority, the Superintendent shall make the final decision.

Section 6. Where such employees are, in the exclusive judgment of the Superintendent, 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 Assistant Superintendent 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 monetary step higher than the step from which he/she was promoted.

Section 9. Notice of Vacancies. Postings

A. All employees will be notified of job postings via electronic mail in accordance with Section 1 of this Article. All employees will be provided with a District email address.

B. All union Stewards will be notified of all notices of vacancy, promotions, and changes in classifications and will receive copies of all job postings via email. The union will provide the Assistant Superintendent with an updated list of union stewards annually and whenever there is a change.

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

D. All employees will be notified of job postings via electronic mail. All employees will be provided with a District email address.

Section 10. For the purposes of initial placement on the salary schedule, credit for previous comparable experience may be given at the discretion of the Superintendent for all bargaining unit employees up to Step 5 on the wage scale. This provision is not subject to the grievance or arbitration articles.

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 monetary step higher of his/her regular wage in the higher classification retroactive to the first day of the temporary assignment. The employee shall note on his/her timesheet that s/he has worked in the higher classification for all hours worked in that higher classification as soon as those hours are worked.

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 monetary 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 twenty-four (224) days. The increase in the accumulation of sick days does 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. If the employee has exhausted all of his/her accrued sick leave and the employee has an overtime or vacation credit, the employee may, at the employee's choice, use his/her overtime or vacation credit to supplement his/her workers' compensation until his /her overtime or vacation credit has been exhausted.

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 an 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 four dollars (\$4.00) 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 up to an additional thirty (30) days. In no event shall the total sick leave bank award for an employee exceed sixty (60) work days.

Section 4. The sick leave bank shall be administered by a sick leave bank Committee consisting of six (6) members. Three (3) members shall be designated by the Committee to serve at its discretion and three (3) 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.

In order for an employee to be eligible to apply to the sick leave bank, the employee must use all of his/her personal leave, sick leave, and vacation leave prior to receiving any days from the sick bank.

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 work 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 work 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, step-child, step-mother or step-father, step-sister or step-brother.

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-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, cousin or friend 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. Parental Leave

A. An employee who would like to take parental leave for the birth, adoption, or legal placement of a child will notify the superintendent of schools in writing at least four (4) weeks before the commencement of such leave or as soon as possible, 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. A 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. A pregnant employee seeking reasonable accommodations during her pregnancy or for a pregnancy-related medical condition should speak to her supervisor or the Assistant Superintendent.

C. An employee eligible for parental leave may use accumulated sick leave during the period of their leave, for up to eight (8) weeks, provided that the employee meets the requirements of Article XVI, Section 2 of the parties' contract for use of sick leave.-

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, adoption, or placement.

E. The choice of length of leave is to be made at the commencement of the leave. Employees may separately be entitled to request Family and Medical Leave for parental leave purposes.

F. The employee will return to the position held at the commencement of the leave if such position has not been eliminated, or to an equivalent position.

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 paid leave.

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. The Committee agrees to provide course reimbursement for unit members who wish to take courses related to their area of work, subject to the following conditions. Employees shall be eligible for reimbursement for tuition, fees, seminars, workshops and conferences in an amount not to exceed three hundred dollars (\$300.00) per employee per contract year.

All courses must be approved by the Superintendent in advance of taking the course and must be relevant to the employee's appointed position. Employees who receive reimbursement will be expected to use any knowledge gained from their coursework in their appointed position. Reimbursement will be made upon the satisfactory completion of a course.

If grades are given for the course, a final grade of C or better is considered satisfactory and evidence of the grade shall be submitted in order to process reimbursement. No unit member shall receive reimbursement for more than one (1) course per contract year. If a member registers for a class that costs less than one hundred dollars (\$100.00), the Superintendent retains the discretion to waive the course limitation.

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. The Superintendent may grant short term unpaid leaves of absence for cafeteria or maintenance employees.

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 - GROUNDS/MAINTENANCE

Section 1. Permanent full-time/year round and permanent part-time/year round employees appointed to a position by the Superintendent 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.

<u>Section 5.</u>	<u>Years of Service</u>	<u>Length of Vacation</u>
	After 1 year of service	10 days
	After 5 years of service	15 days
	After 10 years of service	20 days
	After 20 years of service	25 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 Superintendent at such time as, in **her/his** 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 Superintendent.

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 Superintendent.

ARTICLE XXII LONGEVITY

Section 1. Employees who work twenty (20) or more hours per week (i.e., four (4) hours per day) and who have completed the requisite number of years as of December 1st of a particular year shall receive the longevity payment, which coincides with that number of years.

Length of Service

At least six (6) years up to eleven (11) years	\$555
At least eleven (11) years up to sixteen (16) years	\$755
At least sixteen (16) years up to twenty-one (21) years	\$955
At least twenty-one (21) years up to twenty-five (25) years	\$1,095
More than twenty-five (25) years or more years	\$1,235

Years of service for purposes of longevity eligibility shall be based upon the employee's length of service as of December 1st in each year.

Section 2. Payments shall be made once annually in the pay period immediately following the 1st of December.

Section 3. An employee must be continuously employed through the pay period immediately following the 1st of December of each year in order to be eligible for a longevity payment. If an employee, who has become eligible to receive a longevity payment, is reduced to below 20 hours by the District, the employee will still receive the longevity payment previously earned. If the employee chooses to voluntarily reduce his/her hours below 20 hours, that employee will no longer be eligible for a longevity payment.

Section 4. Employees who work less than twenty (20) hours per week and who have completed the requisite number of years of service as of December 1st of a particular year shall be considered part-time employees for the purposes of longevity and shall receive one-half (1/2) of the full-time longevity

amounts at each level.

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 Assistant Superintendent will be notified of posted vacancies in the bargaining unit by email 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 email 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 **six (6) months** 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. Maintenance and Grounds employees will be reimbursed up to three hundred dollars (\$300.00) per contract year as a clothing allowance, for clothing related to performing their job duties safely, including pants, shirts, and work boots, subject to the prior approval of the Assistant Superintendent. All food service personnel shall dress in a professional manner suitable to a clean and sanitary food service environment. Hair must be pulled back and kept as neat and tidy as possible. Per serve safe standards, all jewelry will be limited to wedding rings, modest earrings, and medical alert bracelets only.

Footwear shall be non-slip and closed toe. Maintenance and Grounds employees will be reimbursed up to three hundred dollars (\$300.00) per contract year as a clothing allowance, to include pants, shirts, and work boots, subject to the prior approval of the Assistant Superintendent. Each employee must submit documentation of the proof of purchase to the school administration. All bus drivers will be provided an outside jacket with the DY logo on it at the beginning of each school year for the 2018-2019, 2019-2020,

and 2020-2021 school years.

Section 4. All non-certified 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.

Section 8. Employees may be required to attend relevant training outside of their regular work hours for such things as CPR, CPI and EpiPen training. Employees will be compensated for all training time at their regular rate of pay. Whenever possible, employees will receive a minimum of five (5) days' notice of required training outside regular work hours.

ARTICLE XXVI-A WAGES - GROUNDS/MAINTENANCE/BUS DRIVERS

Section 1. Wages shall be in accordance with the attached salary schedule, Effective July 1, 2021: For the Maintenance Delivery Driver, Maintenance or Grounds Laborer, Mechanics Helper Bus Driver, Bus Dispatcher and Grounds Keeper Leader, Licensed Mechanics Helper (Plumbing or Electrical) columns, drop steps 1 and 2 and renumber the remaining steps. Add a new step 9 which shall be two percent (2%) higher than the current top step. After adding Step 9, add a new Step 10, which shall be two percent (2%) higher than Step 9.

For the Carpenter and Licensed Plumber, Electrician, or Construction Supervisor columns, drop steps 1 and 2 and renumber the remaining steps. Add new steps 6, 7, 8, 9 and 10, each of which shall be two percent (2%) higher than the prior step. After the drop/add of steps, increase each step by

three percent (3%) in FY22.

Effective July 1, 2022, increase each step by three percent (3%).

Effective July 1, 2023, increase each step by three percent (3%).

Effective upon ratification of this Agreement by the Union and the Committee, for bus drivers employed as of the date of ratification, they may, on a one-time basis, apply for and receive credit for movement on the wage scale for prior documented experience as a bus driver for other employers.

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. 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. Facilities Manager assigns extra duty assignments.
2. When practical, the facilities manager 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 facilities manager may assign an employee or employees from another building to the extra duty assignment. Before making an involuntary assignment, however, the facilities manager shall ask for volunteers.
4. Staffing guidelines for function work shall be discussed in Labor/Management Committee.

Section 7.

A. Weekend Building Check Designated maintenance department employees, if authorized by the Assistant Superintendent, or his designee, will be paid a flat rate thirty-five (\$35.00) dollars per visit, provided that the employee must be in the building for a minimum of thirty (30) minutes during each building check. Building checks will be performed on non-school days as designated by the Facilities Manager or Administration and offered on a seniority basis.

B. Call-in Pay

1. A maintenance employee shall be required to respond during off hours to alarms and trouble calls on a rotating basis.
2. All maintenance and grounds employees may be required to work during snowstorms for snow removal and may be required to work during storms that require opening the school as a shelter.
3. 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.
4. Prior to the end of the one-year period which shall be in effect for one year, from July 1, 2015 through June 30, 2016, at which time it shall sunset or cease to be effective, the parties shall meet on the sole issue of whether the new on-call stipend language has been effective. The parties may mutually agree to extend the on-call stipend language, modify the language or discontinue the language. In the event of disagreement, the language shall no longer be in effect.
 - (a.) All full-time maintenance employees shall be required to serve in an on-call status for one-week periods, on a rotating basis.
 - (b.) Managers shall be allowed to be included in the rotating on-call schedule.
 - (c.) The full-time maintenance employee who is handling on-call status for a particular week will receive an on-call stipend of eighty-two (\$82.00) dollars for that week.
 - (d.) The district shall provide cross-training to all maintenance employees so that they can handle all on-call situations.
 - (e.) If a full-time maintenance employee who is handling on-call

status for a particular week cannot handle an issue that arises during a call-in, and another maintenance employee is required to be called in to handle the issue, the employee designated as on-call that week, shall not receive the minimum call-back pay set forth in Article XXVI-A, Section 7(B)(3).

- (f.) The language in this sub-section (Article XXVI-A, Section 7(B)(4) shall sunset effective June 30, 2016.

C. Differential

1. A 7% differential shall be added to the hourly rates of all full-time employees assigned to Shift II or Shift III
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 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.
- D.** For purposes of initial placement on the salary schedule, credit for previous comparable experience may be given at the discretion of the Superintendent, and placement will be on any of the steps tied to the position.

Section 9. Lead Bus Driver Stipend

Each school year, drivers may apply for the Lead Bus Driver stipend. The responsibilities of this stipend will be set by the Committee. Generally, this stipend will compensate a driver with coordinating routes when a driver is absent or when there is a mechanical issue with a bus. Whichever driver is granted this stipend will be issued a District cell phone for the year, which may be used for Lead Bus Driver business only. The driver will be responsible for noting on his/her timecard any days on which s/he performed Lead Bus Driver functions, which is subject to the approval of the Assistant

Superintendent. The amount of this stipend will be \$20 per day.

ARTICLE XXVI-B WAGES - FOOD SERVICE

Section 1. Wages shall be in accordance with the attached salary schedule: Effective July 1, 2021 for employees covered by this Agreement: Drop steps 1 and 2 and renumber the remaining steps. Add a new step 7 which shall be two percent (2%) higher than the current top step. After adding step 7, add a new Step 8, which shall be two percent (2%) higher than Step 7. After the drop/add of steps, increase each step by three percent (3%) in FY22.

Effective July 1, 2022, increase each step by three percent (3%).

Effective July 1, 2023, increase each step by three percent (3%).

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.

School-Based Overtime

The school-based Cafeteria Manager shall be offered the overtime taking place in her/his school at time and one half her/his current rate of pay. If the Cafeteria Manager declines the opportunity, the Cafeteria Workers within the kitchen will be offered the overtime taking place in her/his school on a rotating seniority basis at time and one half her/his current rate of pay. If there is no Cafeteria Worker within the kitchen that is Serve Safe Certified, the overtime will be offered to members on the district-wide rotating seniority list at time and one half their current rate of pay.

When it is necessary to have other Cafeteria Workers assist the Cafeteria Manager with an event the Cafeteria Manager will assign cafeteria workers on a rotating seniority basis from a school-based seniority list. This list will be maintained from year to year. For example, if a certain school has four cafeteria workers and in year one has an event that requires only two workers, the next year worker number three will be the first asked for school-based overtime. If after all school-based employees have been offered and have declined the overtime, the overtime will then be offered to members on the district-wide rotating seniority list at time and one half their current rate of pay.

Overtime shall be distributed fairly and equally. No member may work more than one (1) overtime shift per day.

Extra Hours

If a school cafeteria is used in an emergency, (i.e. Red Cross Shelter, flooding, etc.) the school-based Cafeteria Manager shall be offered the extra hours at her/his current rate of pay. If the school-based Cafeteria Manager declines the opportunity, a Cafeteria Manager from a district-wide rotating seniority list of Cafeteria Managers will be offered the extra hours at her/his current rate of pay.

Members shall be offered extra hours as Cafeteria Workers for these events from a district-wide rotating seniority list at their current rate of pay.

Members will not be paid time and one half for Extra Hours.

Extra hours shall be distributed fairly and equally. No member may work more than one (1) extra hours shift per day.

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

Section 7. The high school manager shall receive an hourly differential of \$0.60 per hour in recognition of the duties of the position. If a Kitchen Manager is out, the members of the kitchen staff shall be offered the kitchen manager's position, at the manager's hours, on a rotating basis. Non-union employees, such as the Food Service Director, shall not perform union work

unless there is an emergency or no union members accept the position for the day. Every effort will be made by the District to have the most senior cafeteria worker Serv-Safe trained. If cafeteria workers refuse to take the training, they will not be allowed to move up.

When a cafeteria worker fills in the Kitchen Manager's position, all cafeteria workers will then move up based on seniority and a substitute will be called in to fill the position with the fewest hours in the kitchen.

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 three thousand seven hundred dollars (\$3,700) 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. 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, 2021 and remain in full force and effect until midnight, June 30, 2024.

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, 2023.

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

ARTICLE XXIX TRAINING

All food service staff members are required by USDA regulations to participate in training annually. Food service managers are required to complete ten (10) hours of training per calendar year. Other food service staff must complete six (6) hours of training per calendar year. The district will plan the required training each calendar year and will pay all food service staff members for their participation. The training will take place outside of regular work hours and staff members will be notified at least ten (10) days in advance of the training date(s). Every effort will be made to plan the training prior to the start of the school year or on educator professional days built into the school calendar.

If a food service staff member cannot attend the training planned by the district, the staff member shall be responsible for finding training that meets USDA regulations on their own. The training must be approved in advance by the Food Services Director. The employee will be required to pay for the training and will not be paid for the hours spent in the training. The employee must complete the training within six (6) months of the training offered by the district. Bargaining unit members who are unable to complete the training during this six-month period will be placed on an unpaid leave of absence from their employment until the training is completed not to exceed two (2) months).

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

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
888

School Committee Chairperson

For Maintenance, Grounds, and
Cafeteria Employees

APPENDIX A
GROUND/MAINTENANCE WORKERS/BUS DRIVERS
SALARY SCHEDULES

Effective 7/1/21		FY 2021-22									
		Step									
	Level	1	2	3	4	5	6	7	8	9	10
Maintenance Delivery Driver	1	\$17.98	\$18.34	\$18.72	\$19.11	\$19.51	\$19.90	\$20.30	\$20.70	\$21.12	\$21.57
Maintenance or Grounds Laborer	2	\$18.59	\$18.95	\$19.36	\$19.77	\$20.15	\$20.55	\$20.99	\$21.40	\$22.18	\$22.66
Mechanics Helper, Bus Driver	3	\$19.89	\$20.29	\$20.68	\$21.14	\$21.56	\$22.00	\$22.44	\$22.90	\$23.35	\$23.81
Bus Dispatcher	4	\$20.53	\$20.95	\$21.37	\$21.82	\$22.27	\$22.72	\$23.16	\$23.64	\$24.11	\$24.60
Groundskeeper Leader or Licensed Mechanics Helper (Plumber or Electrical)	5	\$23.46	\$23.97	\$24.47	\$24.97	\$25.48	\$25.99	\$26.54	\$27.03	\$27.57	\$28.12
Carpenter	6	\$25.45	\$25.96	\$26.45	\$27.03	\$27.56	\$28.11	\$28.68	\$29.25	\$29.83	\$30.43
Licensed Plumber, Electrician or Construction Supervisor	7	\$27.96	\$28.50	\$29.08	\$29.73	\$30.32	\$30.93	\$31.55	\$32.18	\$32.82	\$33.48

Effective 7/1/22

		FY 2022-23									
		Step									
	Level	1	2	3	4	5	6	7	8	9	10
Maintenance Delivery Driver	1	\$18.52	\$18.89	\$19.28	\$19.68	\$20.10	\$20.50	\$20.91	\$21.32	\$21.75	\$22.22
Maintenance or Grounds Laborer	2	\$19.15	\$19.52	\$19.94	\$20.36	\$20.75	\$21.17	\$21.62	\$22.04	\$22.85	\$23.34
Mechanics Helper, Bus Driver	3	\$20.49	\$20.90	\$21.30	\$21.77	\$22.21	\$22.66	\$23.11	\$23.59	\$24.05	\$24.52
Bus Dispatcher	4	\$21.15	\$21.58	\$22.01	\$22.47	\$22.94	\$23.40	\$23.85	\$24.35	\$24.83	\$25.34
Groundskeeper Leader or Licensed Mechanics Helper (Plumber or Electrical)	5	\$24.16	\$24.69	\$25.20	\$25.72	\$26.24	\$26.77	\$27.34	\$27.84	\$28.40	\$28.96
Carpenter	6	\$26.21	\$26.74	\$27.24	\$27.84	\$28.39	\$28.95	\$29.54	\$30.13	\$30.72	\$31.34
Licensed Plumber, Electrician or Construction Supervisor	7	\$28.80	\$29.36	\$29.95	\$30.62	\$31.23	\$31.86	\$32.50	\$33.15	\$33.80	\$34.48

Effective 7/1/23

		FY 2023 - 24									
		Step									
	Level	1	2	3	4	5	6	7	8	9	10
Maintenance Delivery Driver	1	\$19.07	\$19.46	\$19.86	\$20.27	\$20.70	\$21.11	\$21.54	\$21.96	\$22.41	\$22.88
Maintenance or Grounds Laborer	2	\$19.72	\$20.10	\$20.54	\$20.97	\$21.38	\$21.80	\$22.27	\$22.70	\$23.53	\$24.04
Mechanics Helper, Bus Driver	3	\$21.10	\$21.53	\$21.94	\$22.43	\$22.87	\$23.34	\$23.81	\$24.29	\$24.77	\$25.26
Bus Dispatcher	4	\$21.78	\$22.23	\$22.67	\$23.15	\$23.63	\$24.10	\$24.57	\$25.08	\$25.58	\$26.10
Groundskeeper Leader or Licensed Mechanics Helper (Plumber or Electrical)	5	\$24.89	\$25.43	\$25.96	\$26.49	\$27.03	\$27.57	\$28.16	\$28.68	\$29.25	\$29.83
Carpenter	6	\$27.00	\$27.54	\$28.06	\$28.68	\$29.24	\$29.82	\$30.43	\$31.03	\$31.65	\$32.28
Licensed Plumber, Electrician or Construction Supervisor	7	\$29.66	\$30.24	\$30.85	\$31.54	\$32.17	\$32.81	\$33.47	\$34.14	\$34.82	\$35.52

APPENDIX B

FOOD SERVICE WORKERS SALARY SCHEDULES

Effective 7/1/21		FY 2021-22							
		Step							
	Level	1	2	3	4	5	6	7	8
Cafeteria Worker	1	\$15.65	\$16.28	\$16.62	\$16.94	\$17.37	\$17.82	\$18.18	\$18.54
Cafeteria Worker (Grandfathered)	2	\$17.71	\$18.28	\$18.97	\$19.35	\$19.80	\$20.24	\$20.64	\$21.06
Cook/Manager (Grandfathered)	3	\$19.72	\$20.56	\$20.98	\$21.41	\$21.86	\$22.29	\$22.73	\$23.19
Cook/Manager (Elementary & Middle)	4	\$21.78	\$22.75	\$23.21	\$23.67	\$24.11	\$24.56	\$25.05	\$25.55
Cook/Manager (High School)	5	\$22.44	\$23.42	\$23.88	\$24.33	\$24.76	\$25.20	\$25.71	\$26.22

Effective 7/1/22		FY 2022-23							
		Step							
	Level	1	2	3	4	5	6	7	8
Cafeteria Worker	1	\$16.21	\$16.77	\$17.12	\$17.45	\$17.90	\$18.35	\$18.73	\$19.10
Cafeteria Worker (Grandfathered)	2	\$18.24	\$18.83	\$19.54	\$19.93	\$20.39	\$20.85	\$21.26	\$21.69
Cook/Manager (Grandfathered)	3	\$20.31	\$21.18	\$21.61	\$22.05	\$22.52	\$22.96	\$23.41	\$23.89
Cook/Manager (Elementary & Middle)	4	\$22.43	\$23.43	\$23.91	\$24.38	\$24.83	\$25.30	\$25.80	\$26.32
Cook/Manager (High School)	5	\$23.11	\$24.12	\$24.60	\$25.06	\$25.50	\$25.96	\$26.48	\$27.01

Effective 7/1/23		FY 2023-24							
		Step							
	Level	1	2	3	4	5	6	7	8
Cafeteria Worker	1	\$16.60	\$17.27	\$16.63	\$17.97	\$18.44	\$18.91	\$19.29	\$19.67
Cafeteria Worker (Grandfathered)	2	\$18.79	\$19.39	\$20.13	\$20.53	\$21.01	\$21.47	\$21.90	\$22.34
Cook/Manager (Grandfathered)	3	\$20.92	\$21.81	\$22.26	\$22.71	\$23.19	\$23.65	\$24.11	\$24.60
Cook/Manager (Elementary & Middle)	4	\$23.11	\$24.14	\$24.62	\$25.11	\$25.58	\$26.06	\$26.58	\$27.11
Cook/Manager (High School)	5	\$23.81	\$24.85	\$25.33	\$25.81	\$26.27	\$26.73	\$27.28	\$27.82