

MEMORANDUM OF AGREEMENT
between the
DEDHAM SCHOOL COMMITTEE
and
AFSCME COUNCIL 93, LOCAL 362, CUSTODIANS & MAINTENANCE

March 29, 2022

The Negotiating Subcommittee of the Dedham School Committee ("the School Committee"), acting subject to the ratification of this Memorandum of Agreement ("the Agreement") by the full School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of AFSCME, Local 362, Custodians & Maintenance Unit ("the Union"), acting subject to the ratification of this Agreement by the full membership of the Union to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for a successor Collective Bargaining Agreement that will be in effect from July 1, 2021 to June 30, 2024.

1. All terms and provisions of the predecessor Collective Bargaining Agreement which was effective from July 1, 2018 through June 30, 2021 shall, except to the extent modified by this Agreement, be carried over intact into the successor Collective Bargaining Agreement. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement, unless otherwise provided for in this document.
2. Unless otherwise specified herein, all non-economic modifications will take effect as of the ratification of the successor Collective Bargaining Agreement. Any written interim agreements that have been entered into by the parties since the ratification of the predecessor Collective Bargaining Agreement and that require modification of existing contract language shall be incorporated into the new Collective Bargaining Agreement.
3. **ARTICLE IV – REGULAR OVERTIME**
 - a. Modify the third and fourth paragraphs of Section 8 (Emergency Overtime) as follows:



In the event that a custodian ~~or maintenance employee~~ performs emergency overtime under this section for more than two (2) hours but fewer than four (4) hours, which overtime is unscheduled and takes place after the conclusion of the custodian's ~~or maintenance employee's~~ regularly scheduled shift (i.e., elementary after 7:00 p.m., middle school after 11:00 p.m., high school after 7:00 a.m.), the custodian ~~or maintenance employee~~ shall be paid a minimum of four (4) hours at overtime rates.

In any emergency call-in ~~the custodians shall be paid a minimum of two (2) hours at overtime rates,~~ custodians shall be paid a minimum of two (2) hours, and maintenance employees shall be paid a minimum of four (4) hours, at overtime rates.

- b. Add the following as a new subsection 7.3.12:

Senior Custodians and Lead Custodians may be required to work overtime for certain special events in their building which occur once per year and require more than one custodian (e.g., graduation, class night, etc.), at the discretion of the Principal. When the Principal requires the attendance of the Senior or Lead Custodian for a special event which the Senior or Lead Custodian would not otherwise be scheduled to work based on the regular overtime rotation, the Senior or Lead Custodian will not displace any employee(s) in the overtime rotation, but will work in addition to said employee(s).

The language of the above paragraph shall be implemented on a trial basis as of the ratification of this agreement. The Parties agree that, no later than September 30, 2023, they will meet to review the implementation of this paragraph and bargain over its continued inclusion in this agreement.

4. ARTICLE VI – HOLIDAYS

Add a new Section 3 reading as follows:

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

5. ARTICLE VII – SICK LEAVE

Modify Section 6 as follows:

All full time employees with at least 10 years of seniority in the system and who have accumulated at least 75 days of sick leave will be paid \$25/day upon retirement up to a maximum of ~~80 days~~ 100 days or ~~\$2,000~~ \$2,500 maximum.

6. ARTICLE XI – VACATIONS



****Parties agree to adopt language from Town contract regarding vacation allowance based on hire date** - Need to get specific contract language**

7. ARTICLE XII – MISCELLANEOUS

a. Effective July 1, 2022, increase the longevity increments in Section 7 as follows:

<u>Years of service completed</u>	<u>Amount</u>
5 years	\$700 <u>\$1,110</u>
10 years	\$800 <u>\$1,190</u>
15 years	\$900 <u>\$1,270</u>
20 years	\$1,000 <u>\$1,350</u>
25 years	\$1,100 <u>\$1,430</u>
30 years	\$1,200 <u>\$1,590</u>

b. Effective July 1, 2022, increase the annual footwear allowance in Section 13 from \$100 to \$150.

The Parties acknowledge that the Committee, in its sole discretion, reserves the right to resume the use of a voucher system for the purchase of approved work clothes and footwear through an accredited store, or to institute a system of direct reimbursement to employees for approved work clothes and footwear.

c. Cultural Proficiency Requirement: Add new Section to read as follows:

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

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



8. ARTICLE XIV – AGENCY FEES AND DUES DEDUCTION

Delete Section 1 in its entirety, and remove references to “agency service fee” in the heading and other sections of Article XIV, in order to comply with the decision of the US Supreme Court in Janus v. AFSCME.

9. SUPERVISOR POSITIONS SUBCOMMITTEE

The parties agree to establish a subcommittee, comprised of an equal number of representatives, for the purpose of studying the positions of Trades Supervisor and Facilities Operations Supervisor, to include a review of the job duties, scope of responsibilities, compensation, and classification within the contract, and to make recommendations to the Parties for changes to the positions. The subcommittee shall endeavor to deliver its recommendations by December 31, 2022, which shall be subject to approval by both Parties.

10. APPENDIX A – SALARY SCHEDULE

a. Custodian Salary Schedule

Effective July 1, 2021: 2% increase

Effective July 1, 2022: 2% increase

Effective July 1, 2023: 2% increase

b. Maintenance Employee Schedule

Effective July 1, 2021: Add new Step 7, and increase schedule by 2%

Effective July 1, 2022: 2% increase

Effective July 1, 2023: 2% increase

The new salary schedules for maintenance employees, reflecting the above changes, is set forth below:

	2.00%	2.00%	2.00%
	2021-22	2022-23	2023-24
Step 1	\$65,112.22	\$66,414.46	\$67,742.75
Step 2	\$66,935.97	\$68,274.69	\$69,640.18



Step 3	\$68,804.60	\$70,180.69	\$71,584.31
Step 4	\$72,429.42	\$73,878.01	\$75,355.57
Step 5	\$73,870.40	\$75,347.81	\$76,854.76
Step 6	\$76,076.66	\$77,598.19	\$79,150.16
Step 7	\$78,202.18	\$79,766.22	\$81,361.54

11. SIGNING BONUS

All bargaining unit members as of the date of ratification of this Agreement shall be entitled to a one-time payment of \$500.00 as a signing bonus. Such payment shall be made during Fiscal Year 2022, and shall not be added to the base salaries set forth in Appendix A.

12. HOUSEKEEPING

The parties agree that, during the process of integrating this Agreement into a successor collective bargaining agreement, they will cooperate in good faith to make housekeeping changes in the new agreement with the goal of ensuring completeness and accuracy of the contract document. All such changes will be subject to the approval of both parties.

WHEREFORE, intending to be bound, the parties have executed this agreement this 27 ^{April} day of March, 2022.

For the Dedham School Committee:

Grace White
[Signature]
[Signature]

For the Union:

[Signature]
[Signature]
[Signature]
William J. Jones
 AFSCME 93