

Memorandum of Agreement
between the Dedham School Committee
and the Dedham School Custodians Association

November 9, 2015

The Negotiating Subcommittee of the Dedham School Committee (“the Committee”), and the Negotiating Team of the Dedham School Custodians Association (“the Association”), both acting subject to the ratification of this Memorandum of Agreement by their full memberships, to whom both the Negotiating Subcommittee and the Negotiating Team agree to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for a successor collective bargaining agreement which will be in effect from July 1, 2015 to June 30, 2017.

1. All terms and provisions of the predecessor collective bargaining agreement 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 collective bargaining agreement unless otherwise provided for in this Agreement.
2. Unless otherwise specified herein, all modifications shall take effect as of the ratification of this 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 the modification of existing contract language shall be incorporated into the successor collective bargaining agreement.
3. **ARTICLE III – SALARIES AND HOURS**

Add the following language at the end of Section 5:

No employee shall be compelled to work any emergency shift alone when called in expressly for the purpose of snow removal.

4. ARTICLE IV – REGULAR OVERTIME

- a. Modify the third paragraph of Section 8 (Emergency Overtime) to read 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 ~~three (3)~~ *four (4)* hours, which overtime is unscheduled and takes place after the conclusion of the custodian²*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.*p.m.*), the custodian *or maintenance employee* shall be paid a minimum of ~~three (3)~~ *four (4)* hours at overtime rates.

- b. Modify the first sentence in Section 9 to read as follows:

If a custodian *or maintenance employee* is absent from work on Friday because of illness or injury he shall not be eligible for overtime work on Friday evening, Saturday and/or Sunday.

5. ARTICLE V – DUTIES AND RESPONSIBILITIES

Modify Section 3 to read as follows:

A custodian shall always be on duty whenever a building is used or occupied by a public group. Upon violation of this section the custodian in charge of this building shall be compensated with two (2) hours of overtime. This section shall not apply to small school district and student related events, (e.g., PTO business meetings; adult planning meetings with ~~15~~20 or less attendees; instructional clinics with ~~15~~20 or less attendees; and the pick up or drop off of equipment for any extracurricular activity held off school premises, including football) conducted by a building principal or other designated administrative personnel where no building preparation is required. The Superintendent and his/her designee shall give building security access key/cards and security code information to a select group of administrators and other designated administrative personnel. Designated administrative personnel who do enter the buildings using their access keys/cards during non-school hours will be expected to leave the building in the manner in which they found it.

Building Use Forms will be completed for any use of school buildings outside of school hours. Said Building Use Forms will be completed and reviewed by the principal and lead custodian of each building in advance. The parties agree to meet once per month to review the use of school buildings and assignment of custodians to after-school details in order to monitor the compliance and impact on custodians in all buildings.

6. ARTICLE XII – MISCELLANEOUS

Add a new Section 17, reading as follows:

Section 17 – Cell Phone Reimbursement

Lead Custodians and elementary school "Custodians In Charge" (ie, the regularly assigned full-time day custodian at an elementary school to which there are at least two full-time custodians assigned) shall be eligible for reimbursement of a portion of the cost of the employee's personal cellular phone plan, pursuant to a district-wide policy to be developed by the School Committee.

7. ARTICLE XXI – EMPLOYEE EVALUATIONS

- a. Add the following language at the beginning of the fourth paragraph:

All evaluations of Custodians/Maintenance employees shall be conducted using the agreed-upon performance evaluation tool, which is attached to this agreement at Appendix C.

- b. The Performance Evaluation Tool which is attached to this Memorandum of Agreement shall be incorporated into the collective bargaining agreement as Appendix C.

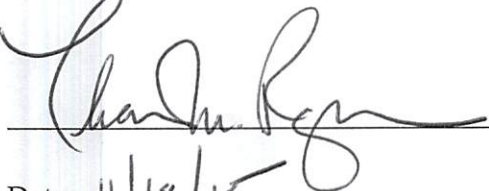
8. APPENDIX A – SALARY SCHEDULE

Modify the Salary Schedules in Appendix A as follows:

- a. Effective July 1, 2015, there shall be a 2.0% increase applied across-the-board to the salary schedules which are in effect on June 30, 2015.
- b. Also effective July 1, 2015, the salary schedule for Maintenance Workers only shall be adjusted by eliminating the existing Step 1 and adding a new top step with a rate of pay which is 3% higher than the current top step (the result maintains a five-step scale, with the current Step 2 becoming the new Step 1, the current Step 3 becoming the new Step 2, etc.).
- c. Effective July 1, 2016, there shall be a 2.5% increase applied across-the-board to the salary schedules which are in effect on June 30, 2016.

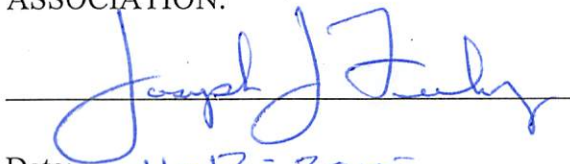
WHEREFORE, intending to be bound, the parties have executed this Agreement as of the date set forth below:

DEDHAM SCHOOL COMMITTEE:



Date: 11/18/15

DEDHAM SCHOOL CUSTODIANS
ASSOCIATION:



Date: 11-12-2015

		CUSTODIAN / MAINTENANCE						
FY 2016		STEPS CHART						
CATERGORY	STEP	RATE			RATE			
		BIWEEKLY FY 2015	Hourly Rate	ANNUAL RATE	STEP	BIWEEKLY FY 2016	Hourly Rate	ANNUAL RATE
		1.5%				2.0%		
Custodian	1	1,695.47	21.19	44,082.22	1	1,729.38	21.62	44,963.86
	2	1,741.84	21.77	45,287.84	2	1,776.68	22.21	46,193.60
	3	1,787.56	22.34	46,476.56	3	1,823.31	22.79	47,406.09
	4	1,835.29	22.94	47,717.54	4	1,872.00	23.40	48,671.89
	5	1,933.63	24.17	50,274.38	5	1,972.30	24.65	51,279.87
H.S. / M.S. Senior Custodian		2,098.14	26.23	54,551.64		2,140.10	26.75	55,642.67
Maintenance Employee	1	2,100.21	26.25	54,605.46	1	2,142.21	26.78	55,697.57
	2	2,158.73	26.98	56,126.98	1	2,201.90	27.52	57,249.52
	3	2,219.00	27.74	57,694.00	2	2,263.38	28.29	58,847.88
	4	2,281.11	28.51	59,308.86	3	2,326.73	29.08	60,495.04
	5	2,401.93	30.02	62,450.18	4	2,449.97	30.62	63,699.18
	6	2,449.02	30.61	63,674.52	5	2,498.00	31.23	64,948.01
					6	2,572.94	32.16	66,896.45

CUSTODIAN / MAINTENANCE								
FY 2017		STEPS CHART						
CATERGORY	STEP	RATE			RATE			ANNUAL
		BIWEEKLY	Hourly	ANNUAL	STEP	BIWEEKLY	Hourly	
		FY 2016	Rate	RATE		FY 2017	Rate	RATE
		2.0%				2.5%		
Custodian	1	1,729.38	21.62	44,963.88	1	1,772.61	22.16	46,087.98
	2	1,776.68	22.21	46,193.68	2	1,821.10	22.76	47,348.52
	3	1,823.31	22.79	47,406.06	3	1,868.89	23.36	48,591.21
	4	1,872.00	23.40	48,672.00	4	1,918.80	23.99	49,888.80
	5	1,972.30	24.65	51,279.80	5	2,021.61	25.27	52,561.80
H.S. / M.S. Senior Custodian		2,140.10	26.75	55,642.60		2,193.60	27.42	57,033.67
Maintenance Employee	1	2,201.90	27.52	57,249.40	1	2,256.95	28.21	58,680.64
	2	2,263.38	28.29	58,847.88	2	2,319.96	29.00	60,319.08
	3	2,326.73	29.08	60,494.98	3	2,384.90	29.81	62,007.35
	4	2,449.97	30.62	63,699.22	4	2,511.22	31.39	65,291.70
	5	2,498.00	31.23	64,948.00	5	2,560.45	32.01	66,571.70
	6	2,572.94	32.16	66,896.44	6	2,637.26	32.97	68,568.85