

Collective Bargaining Agreement

between

Cape Cod Regional Technical High
School District Committee

and

Cape Tech Association

UNIT E

July 2016 – June 2019

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Article I. Recognition

A. Recognition of Association

The Committee recognizes the Association as exclusive bargaining representative for the employees in Bargaining Unit E, including the positions of:

- Custodian
- Groundskeeper
- Custodial Matron
- Maintenance*
- Maintenance/Light Custodial

**Effective July 1, 2010, eliminate the "Custodial/Maintenance" and "Light Maintenance/Custodian" categories on Appendix A. The sole incumbent holding the title of Light Maintenance/Custodian shall be moved to the Maintenance/Light Custodial Salary Category on Appendix A. It is agreed by the parties that this change in category will not affect the current operations as they relate to building checks, which shall continue to be assigned at the discretion of the Superintendent or the Building and Grounds Supervisor. Other Maintenance overtime will be assigned in accordance with the language of the collective bargaining agreement. The incumbent being moved to the Maintenance category or anyone filling that position in the future shall continue to be responsible for maintenance of the commons.*

B. Exclusion of Positions

All others positions of the Cape Cod Regional Technical High School District, including all supervisory positions, are excluded.

C. Recognition Not Waiver of Rights

The recognition of positions by the Committee in Section A of this article is not to be construed as a waiver of whatever rights the Committee has under applicable law and under the terms of this agreement to modify, revise, combine, or eliminate any of those positions.

Article II. Committee Rights

A. Responsibilities

The Committee, on its own behalf of the Cape Cod Regional Technical High School District, retains and reserves to itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the Commonwealth of Massachusetts and the United States.

B. Authority

The Association recognizes that the Committee is legally responsible for the operation of the entire school system and that the Committee has the necessary authority to discharge all its responsibilities, subject to the laws mentioned above and to the provisions of this agreement.