# **APPENDIX A - Custodians**

## Section 1: Sick and Personal Leave

Upon initial employment and each year thereafter, full-time employees shall be granted twelve (12) sick days and two (2) personal days (pro-rated during first year of employment). Unused sick days shall accrue to a maximum of ninety (90) days.

#### Section 2: Vacations

A. Custodial employees shall be entitled to vacation time beginning in July of :

Year One (1)	One (1) week (5 days)
Year Two (2)	Two (2) weeks (10 days)
Year Eight (8)	Three (3) weeks (15 days)
Year Fourteen (14)	Four (4) weeks (20 days)

B. Vacation time shall be based on a July 1st starting point.

For all new employees, vacation time shall be pro-rated from the date hired after July 1<sup>st</sup> to June 30<sup>th</sup> of the next calendar year and shall be determined to be Year One.

- C. During Year One, beginning their third (3) month of employment, new employees shall receive pro-rated vacation time at a rate of .5 vacation days per month not to exceed five (5) days. It is considered Year Two when they begin their first full July 1<sup>st</sup> to June 30<sup>th</sup> term of employment.
- D. The vacation week shall be construed to mean the employee's regular work week with pay for forty (40) hours at regular rate.
- E. Vacations shall be established by the employer and shall take into consideration requests of the employees according to seniority. A staggering of vacation period will be allowed by the Superintendent of Schools to maintain a minimum of interference with the work schedule. Vacation periods are not accumulative from year to year.
- F. Failure of an employee to receive permission in advance to use vacation leave will result in loss of salary benefits for the period of that absence and may result in disciplinary action.

#### Section 3: Work Week

The standard work week for all full-time maintenance/custodial employees shall be established at forty (40) hours per week. The work week is established as five (5) consecutive days a week, Monday through Friday. The normal work day shall be eight (8) hours, excluding non-paid lunch periods. All maintenance/custodians shall remain in their respective buildings during this work time unless directed otherwise by his/her immediate Supervisor or the Superintendent of Schools. During the summer, the Superintendent of Schools may, in his/her sole discretion, authorize a work schedule option of four (4)

ten-hour workdays.

#### Section 4: Overtime

When overtime is required of employees covered by this Agreement, they shall be rotated according to seniority. Any employee who does not accept overtime work when offered must wait until the rotation is completed before he/she can, again, claim overtime work. In the event that no employee accepts overtime work, the Employer may assign such work to employees on a rotating basis according to inverse seniority.

## Section 5: Snow Days & Call-in

- A. When school is called off, commonly referred to as a "snow day," by the appropriate school official, workers governed by this contract will not be required to work for the first two (2) days. Their wages and benefits will be paid for those days. Day-time custodians who report to work on either of the first two (2) snow days will be paid time-and-one-half for a minimum of two (2) hours or more, if worked.
- B. Employees will report to work on all additional days unless specifically told not to do so by the Superintendent of Schools. It is also understood that the Superintendent may choose to send the custodians home early, depending upon work load and/or weather conditions.
- C. Employees who cannot report to work or reports late after the first two (2) snow days will be charged time from vacation or personal days for that portion of time missed.
- D. On snow days the supervisor will establish a "show-up" time for all custodians. This time may vary slightly in order to cover district needs.

#### <u>Section 6</u>: Holiday/Vacation Time

Employees will not be charged for a vacation day falling on a holiday. Overtime work will be permitted only when authorized by the Superintendent of Schools.

## Section 7: Arriving Late

Employees reporting late for their shift are not to work over to make it up. Deduction will be made for the amount of time they were late. The hour will be divided into four fifteen (15) minute segments.

#### Section 8: Emergency & Overtime Pay

Employees called in on an emergency basis shall be paid not less than two (2) hours overtime pay. Employees shall remain for as long as deemed necessary by an administrator or his/her immediate supervisor.

#### Section 9: Shifts & Times

A. The shifts for Maintenance/Custodians during the school year and summer shall be determined

by the Employer.

B. General duties and shift assignments shall be covered by the appointed supervisor one (1) or two (2) weeks before the following dates: August 15, November 1, March 15 and May 15.

# Section 10: Coffee Breaks

Two (2) coffee breaks of a maximum of fifteen (15) minutes each shall be allowed full-time employees. Allotted time for coffee breaks and lunch period is inclusive of any movement time.

## Section 11: Wages

#### A. Wages shall be as follows:

Year of Service	<u>2015-2016</u>		Longevity (Following 10 <sup>th</sup> /15 <sup>th</sup> /20 <sup>th</sup> Anniversary)		TOTAL		Night Premium (If Applicable)	
Probationary Period Year 1	\$	12.95	\$	-	\$	12.95	\$	-
2	\$	13.97	\$	-	\$	13.97	\$	0.10
3-10	\$	15.30	\$	-	\$	15.30	\$	0.20
11-15	\$	15.30	\$	0.24	\$	15.54	\$	0.20
16-20	\$	15.30	\$	0.34	\$	15.64	\$	0.20
21	\$	15.30	\$	0.43	\$	15.73	\$	0.20

Off-Schedule Pay: In addition to the hourly pay provided above, custodians will receive one \$250.00 off-schedule payment for the 2015-2016 school year.

A custodian volunteering as a Substitute Bus Driver shall be paid at his/her custodian's hourly rate or route rate, whichever is greater.

- B. The Employer reserves the right to place new employees at whatever salary level the Employer feels appropriate.
- C. Employees required to work on a holiday will receive payment at twice their hourly rate (double time) and overtime pay for Saturdays and/or Sundays.
- D. Overtime work will be permitted only when authorized by the Superintendent of Schools.
- E. Up to three (3) hours of overtime is authorized for home games during the basketball season. This is for the purpose of set-up, floor cleaning between games and clean-up of the gym, bathrooms, and hallways after the event. The supervisor may distribute this overtime between employees, as agreed upon by the employees.

## Section 12: Health Benefits

The Board agrees to offer health insurance to eligible employees. An employee may elect single, double or full family coverage. The Employer contribution toward health insurance is based on the employee's weekly work schedule status (full-time, part-time, etc.). The Board shall pay no more than \$5,857.58 for single coverage, \$12,250.00 for double coverage, or \$15,975.23 for family coverage ("Board Maximum Costs").

#### Section 13: Cash In-Lieu of Health Benefit

There shall be no double coverage paid by the district. Employees not electing the health benefit will receive \$2,500 which may be utilized through the 125 Plan.

Any employee receiving cash-in-lieu of health insurance will be required to provide proof of health insurance coverage. If immediate family members work for the school district, only one of the family members may receive a health insurance benefit in the form of either health insurance or cash in-lieu. Those employees who qualify for cash in-lieu benefits will receive payments pro-rated and paid each pay period with required taxes deducted.

#### Section 14: Vision

Vision benefit will be MASB Set Plan 2 (SET-SEG) with \$100 frames. The Board may substitute equivalent benefit packages.

#### Section 15: Dental

The Board will provide dental benefit without cost up to \$800.00 for the employee and his/her family.

## Section 16: Long-Term Disability

Upon appropriate written authorization, the Board will provide a long-term disability program for full-time custodians. (L.T.D. - 90 Days, 66% of wages, maximum of \$2,500 per month). A payment schedule will be established in accordance with the insurance carrier stipulations. If the custodian is disabled beyond the amount of sick days that he/she accumulated, it is understood that there will be no reduction in L.T.D. insurance premium payments.

# Section 17: Uniforms, Weather Related Wear, and Safety Equipment

- A. Following six (6) months of employment, required uniforms (6 shirts and 6 pants) shall be issued to the employee. In the second year and each succeeding year thereafter, all employees shall be allowed \$100.00 for the purchase of a uniform item or items, i.e., shirts, pants, shorts, coat, etc. Any other purchased uniform items must be approved by the Superintendent.
- B. Employees required to work outdoors will be reimbursed up to \$65.00 each year for weather related apparel expenses.
- C. Custodians will be provided safety glasses for changing fluorescent bulbs, etc.

# Section 18: Life Insurance

The employer will provide, without cost for each custodian identified \$50,000 life insurance, including accidental death and dismemberment, effective 30 days after hire date. This replaces Article IX Section 2 of the Master Agreement.

## Section 19: Severance Pay

At the conclusion of ten (10) years of employment in the district, severance pay for accumulated unused sick time up to 90 days for maintenance/custodial employees in good standing upon severance will be granted:

90 days = \$2,000

30 to 89 days = \$20.00 per day 1 to 29 days = \$15.00 per day

# Section 20: Holidays

A. Custodial employees will be entitled to the following holidays off with pay:

**Labor Day** 

Deer Day (if school is not in session)

Thanksgiving Day

Friday following Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve

New Year's Day

Good Friday (if school is not in session)

Memorial Day

Fourth of July

- B. If Christmas and New Year's fall on Thursday, the Friday after may be taken as a vacation day.
- C. Where such a holiday falls on Saturday, employees will be off work on the preceding Friday with pay. When a holiday falls on a Sunday, employees will be off work on the following Monday with pay.

#### Section 21: Criminal History Check

The "School Safety" Legislation of 2005 requires that, not later than July 1, 2008, the board of a school district request for each individual who, as of January 1, 2006, is either a full-time or part-time employee of the school district, a criminal history check from the criminal records division of the department of the state police.

To ensure compliance with this legislation, the district agrees to pay the fees charged for conducting this check.

#### Section 22: Attendance Incentive

Maintenance/custodial employees who do not use more than one (1) sick day during a given year shall be credited with one (1) additional day which can be taken as a vacation day.

## Section 23: Temporary Vacancies

When temporary vacancies occur, they will be filled on the basis of seniority and qualifications without undue interference with the regular work schedule. All shift openings must be posted. When permanent vacancies occur and no employee bids on the shift opening, the last individual employed can be assigned to the posted vacancy.

# Section 24: Custodians Volunteering as Substitute Bus Drivers

- A. An Evening Custodian volunteering as a Substitute Bus Driver will not be called in for any morning bus driving.
- B. Custodians may volunteer to drive a school bus for the district as a Substitute Bus Driver providing that they are only to be called to drive if no other Substitute Driver can be found.
- C. Custodians volunteering as a Substitute Bus Drivers are <u>not</u> to be called to drive on a date when a "home" indoor sporting event is being held in his/her respective building providing the Facilities Director/Custodial Supervisor concurs.
- D. Custodians volunteering as Substitute Bus Drivers are <u>not</u> to be called in to drive on a date when a "special event" such as Graduation, Christmas Concert, Parent-Teacher Conferences, Open House, etc., is being held in his/her respective building providing the Facilities Director/Custodial Supervisor concurs.
- E. The Transportation Director must contact the Facilities Director (custodial supervisor), or Superintendent or designee if the Facilities Director is unavailable, to collaborate on the work schedule of the Custodian volunteering as a Substitute Driver.
- F. Custodians volunteering to drive a bus will be paid as per contract for any overtime that is the result of extended hours beyond their regular shift hours.

## Section 25: Cell Phone Reimbursement

If custodians are required to carry a cell phone in order to fulfill their work duties, the Board will either provide the employee with a district cell phone or will provide an \$8.00 per month reimbursement to offset employee-owned cell phone costs related to district-required communication.

# Section 26: Duration

Upon ratification by both parties, this Agreement shall be effective on the day it is ratified by both the Union and the Board, and it shall remain in full force and effective until June 30, 2015 with annual openers to consider possible changes in carrier, policy changes and financial adjustment to the health insurance benefits and wages adjustments (Sections 11 and 12).

LAKE CITY SUPPORT STAFF FEDERATION

BOARD OF EDUCATION

LAKE CITY AREA SCHOOLS

Part of 19-15

Custodial Unit

Date

Board Bresident

Date

Date

Date