

**SANFORD SCHOOL COMMITTEE  
SUCCESSOR CUSTODIAN  
COLLECTIVE BARGAINING AGREEMENT**

between the  
SANFORD CUSTODIAL UNIT- MAINE EDUCATION ASSOCIATION  
and the  
SCHOOL COMMITTEE OF THE CITY OF SANFORD

July 1, 2017 – June 30, 2020

## TABLE OF CONTENTS

<b>TABLE OF CONTENTS.....</b>	<b>2</b>
<b>PREAMBLE .....</b>	<b>3</b>
<b>WITNESSETH .....</b>	<b>3</b>
<b>ARTICLE 1 - RECOGNITION.....</b>	<b>3</b>
<b>ARTICLE 2 - GRIEVANCE PROCEDURE .....</b>	<b>3</b>
A. Definitions .....	3
B. Time Limits .....	4
C. Informal Procedure .....	4
D. Formal Procedure.....	4
<b>ARTICLE 3 - ASSOCIATION RIGHTS AND PRIVILEGES .....</b>	<b>6</b>
<b>ARTICLE 4 - EMPLOYEE RIGHTS/PERSONNEL FILE .....</b>	<b>7</b>
<b>ARTICLE 5 - SENIORITY AND LAY-OFF AND RECALL .....</b>	<b>7</b>
A. Seniority .....	7
B. Lay-Off .....	7
C. Recall Rights .....	8
<b>ARTICLE 6 - VACANCIES, TRANSFERS, PROBATION AND EVALUATIONS.....</b>	<b>8</b>
<b>ARTICLE 7 - HOLIDAYS AND VACATIONS .....</b>	<b>10</b>
A. Holidays.....	10
B. Vacations.....	10
<b>ARTICLE 8 - INSURANCE .....</b>	<b>11</b>
A. Health Insurance .....	11
B. Dental Insurance .....	12
C. Premium Pre -Tax Plan .....	12
D. Income Protection Plan.....	12
<b>ARTICLE 9 – WAGES .....</b>	<b>12</b>
G. Overtime .....	13
<b>ARTICLE 10 - DUES DEDUCTION.....</b>	<b>14</b>
<b>ARTICLE 11 - MISCELLANEOUS PROVISIONS.....</b>	<b>14</b>
<b>ARTICLE 12 - UNPAID LEAVE OF ABSENCE .....</b>	<b>15</b>
<b>ARTICLE 13 - PAID LEAVE.....</b>	<b>15</b>
A. Sick Leave .....	15
B. Sick Leave Bank .....	16
C. Bereavement Leave.....	17
D. Personal Leave .....	17
E. Jury Duty .....	17
F. Workman’s Compensation .....	17
G. Retirement .....	18
<b>ARTICLE 14 - MANAGEMENT RIGHTS .....</b>	<b>18</b>
<b>ARTICLE 15 - WORK WEEK AND WORK SCHEDULE .....</b>	<b>19</b>
B. Work Year.....	19
<b>ARTICLE 16 - USE OF PRIVATE VEHICLE.....</b>	<b>19</b>
<b>ARTICLE 17 – DURATION OF CONTRACT .....</b>	<b>20</b>
<b>SCHEDULE A - WAGE SCHEDULE.....</b>	<b>21</b>

## PREAMBLE

This Agreement entered into on November 28, 2017 by and between the Sanford School Custodial Unit-Maine Education Association and the School Committee of the City of Sanford, Maine.

## WITNESSETH

Whereas, the Committee and the Association both recognize that the character of education in the public schools of Sanford depends in large measure upon the quality and morale of the members of the Sanford School Custodial Unit as well as upon the policies and programs established by the Committee, and;

Whereas, the Committee and the Association have certain statutory obligations pursuant to the Municipal Public Employees Labor Relations Law under Chapter 9-A, Title 26, Labor and Industry, Sections 961 et seq., State of Maine, including to confer and negotiate in good faith with respect to wages, hours, working conditions, and contract grievance arbitration, and;

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement,

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 1 - RECOGNITION

- A. The Sanford School Committee hereby recognizes the Sanford School Custodian Unit-MEA/NEA as the sole and exclusive bargaining agent as defined under State of Maine Public Law Chapter 9-A, Title 26, Labor and Industry, Sections 961 et seq., for the entire group of school custodians employed by the Committee for more than six (6) months and who are not seasonal, on call, or temporary and defined as public employees pursuant to 26 M.R.S.A. 962.
- B. Unless otherwise indicated, the term "school custodian" when used hereinafter in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined above.
- C. The Committee agrees not to negotiate with or recognize any other organization other than the Maine Education Association for the duration of this Agreement except as required by law.

## ARTICLE 2 - GRIEVANCE PROCEDURE

The purpose of this procedure is to secure at the lowest possible level solutions to problems that arise from time to time that affect the specific terms of this Agreement.

### A. Definitions

- 1. A grievance is a claim by an employee(s) or the Association that there has been a violation as to the meaning or application of specific terms of the collective bargaining agreement.
- 2. Days shall mean "working" days.
- 3. Employee shall mean "custodian I, II, head custodian" or the Association through its representative(s).
- 4. "Aggrieved party" refers to the member(s) of the bargaining unit or the association making the claim.

5. "Party in Interest" refers to anyone who may take action or who may be acted against, in order to resolve a grievance.

**B. Time Limits**

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended by agreement between both parties.

**C. Informal Procedure**

1. If an employee feels that he/she may have a grievance, he/she shall present his/her grievance orally to his/her immediate supervisor or other appropriate administrator (Building Administrator or Facilities Director) in an effort to resolve this matter informally within twenty-five (25) work days of the alleged occurrence precipitating such grievance.

**D. Formal Procedure**

1. Level One: Business Administrator
  - a. If an aggrieved party is not satisfied with the outcome of the informal procedure, he/she shall present his/her claim as a formal grievance in writing to the Business Administrator within twenty (20) work days of the informal meeting of the grievance procedure.
  - b. The Business Administrator shall, within ten (10) work days of the receipt of the grievance, schedule and hold a meeting with the aggrieved party and/or his/her representative for the purpose of resolving the grievance.
  - c. The Business Administrator shall render his/her decision in writing within ten (10) work days of the meeting and shall forward a copy of the written decision to the aggrieved party, the Superintendent, and the Association.
2. Level Two: Superintendent
  - a. If the aggrieved party is not satisfied with the disposition of his/her grievance at Level One, he/she may, within ten (10) work days after the decision, file his/her written grievance along with the supervisor's written reply to the Superintendent of Schools.
  - b. The Superintendent shall within ten (10) work days of receipt of the grievance schedule a meeting with the aggrieved party and/or his/her representative for the purpose of resolving the grievance.
  - c. The Superintendent shall render a decision, in writing, within ten (10) work days of the meeting and advise the aggrieved party and the Association of the decision.
3. Level Three: School Committee
  - a. If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Two, s/he may, within ten (10) work days after the decision, file the grievance with the School Committee.
  - b. The Committee shall schedule and hold a hearing with the aggrieved party and/or his/her representative(s) within twenty (20) work days after the grievance is submitted.
  - c. The Committee shall render its decision within ten (10) work days after the hearing and forward a copy of that decision to the aggrieved party and the Association.

4. Level Four: Grievance Mediation

- a. In the event that the decision of the School Committee as rendered, is not acceptable to the grievant, then, the Association may, within ten (10) work days after the decision due date, or receipt of the Superintendent's response, file a written notice with the opposite party to request mutual agreement to submit the grievance to Grievance Mediation. The School Committee or designee shall within five (5) work days issue a response in writing to the Association or designee either accepting or rejecting the Association's mediation request.
- b. If the parties agree to mediation, the parties will attempt to mutually agree upon a mediator. If the parties cannot agree upon a Grievance Mediator within ten (10) work days, either party may request that the Executive Director of the Maine Labor Relations Board appoint a Grievance Mediator from the Panel of Mediators. The parties will share the expense of Grievance Mediation equally. If the parties fail to agree or to accept the final recommendation by the Grievance Mediator, the grievance may go to Level Five upon written notice by either party within ten (10) work days of the last mediation session.

5. Level Five: Binding Arbitration

- a. If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Four (Grievance Mediation), the Association may, within fifteen (15) work days after the decision, submit the grievance to Arbitration by notifying the Committee in writing.
- b. Upon receipt of the notification to arbitrate, the Committee or its representative and the Association or its representative shall have ten days (10) work days to mutually agree upon an arbitrator. If no agreement is reached, the Association has ten (10) work days to submit to the American Arbitration Association.
- c. The American Arbitration Association shall be requested to submit to the Association and the Committee a list of arbitrators to be selected. Such selection shall be in conformance with American Arbitration Association rules.
- d. The Arbitrator shall, within thirty (30) calendar days after his/her hearing, render his decision in writing to all parties in interest, setting forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Committee and the Association and shall be final and binding on the parties subject to judicial review.
- e. The cost for the services of the Arbitrator shall be borne equally by the Committee and the Association.

E. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest heretofore referred to in this grievance procedure.
3. No reprisals shall be taken by the grievant, Association, Committee, or Committee's agents against any participant in the grievance.
4. A grievant may be represented by the Association at any level of the grievance procedure. When a grievant is not represented by the Association at Level 1, 2, 3, the Association shall have the right and reasonable opportunity to be present at any meeting between the grievant, the immediate supervisor, the Superintendent and/or the Committee after the submission of the written signed grievance form.  
By mutual agreement of the parties, a grievance may be filed at Level 2 or higher.
5. The Superintendent and the Association will be given a copy of all grievances filed.

F. Right of School Custodians to Representation

1. The Committee and the Association shall assure all participants their individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting an appeal with respect to grievances.

<b>ARTICLE 3 - ASSOCIATION RIGHTS AND PRIVILEGES</b>
--

- A. The Association and its representatives shall have the privilege of using the school buildings for meetings subject to the approval of the building principal. Such approval shall not be unreasonably withheld.
- B. The Association shall have the right to conduct Association business on school property, provided it does not interfere with the normal activities of the school.
- C. Posting places at the work sites, inter-school mail facilities, school mail boxes, and School Department e-mail may be used by the Association for the distribution of its non-controversial materials and notices.
- D. The Association shall have the right to use the inter-school mail boxes provided such does not conflict with the normal use of such facilities and does not violate applicable Postal Service statutes or regulations.
- E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association and to no other organization(s).
- F. Up to forty-eight (48) hours of release time with pay shall be granted to the President or designee for the purpose of investigating or adjudicating a formal grievance or other Association business provided such time does not interfere with the employees' job responsibilities and they receive prior approval from his/her supervisor; said time shall be used in increments of two (2) hours. Additional time, as necessary, may be granted by the Superintendent of Schools

## ARTICLE 4 - EMPLOYEE RIGHTS/PERSONNEL FILE

- A. Following the twelve (12) month probationary period, the employer agrees to take actions of a disciplinary nature including suspension or discharge only for just cause. Discipline of a member of the custodial staff will be of a progressive nature and include: setting of standards, counseling, verbal warning, written reprimand(s), suspension and discharge. Offenses of a serious nature may warrant immediate suspension or discharge by the Superintendent.
- B. The employer agrees to discuss the alleged action leading to disciplinary action with the employee in the presence of his/her representative if requested, prior to effecting such action in writing. All letters of disciplinary action will advise the employee of the reasons for the discipline and of his/her appeal rights provided in this Agreement and a copy of such letters will be forwarded to the Association representative.
- C. The employee shall have the right to inspect his/her personnel file anytime during the normal working hours of the Superintendents Office. No documents shall be placed in the personnel file without the employee being provided with a copy of the document and an opportunity to make a written response, which shall be attached to the document. Letters of reprimand shall be removed from the personnel files after six (6) years if there is no recurrence of the incident leading to the letter of reprimand. Letters of reprimand that represent a breach of Federal, State or Local laws may be retained.

## ARTICLE 5 - SENIORITY AND LAY-OFF AND RECALL

For the purposes of this Agreement, the job classifications are Custodian (I or II) and Head Custodian.

### A. Seniority

- 1. Seniority lists shall be established listing all custodians covered by this Agreement with the most senior custodian listed first. Seniority shall be based on the custodian's latest day of hire in the Sanford School System except that when two or more custodians have the same seniority, the custodian having the longest total experience as a custodian shall be listed first.
- 2. Date of hire shall be the date on which the custodian actually started to work.

### B. Lay-Off

- 1. If the Committee is considering the elimination of any bargaining unit position(s), it (or its designee) shall notify the Association President. The Committee (or its designee) shall meet and consult with the Association upon written request prior to a decision to eliminate any bargaining unit position(s).
- 2. In the event that the Committee decides to eliminate any bargaining unit position(s), it shall give the Association President prompt written notice of the position(s) to be eliminated.
- 3. Whenever a reduction in force occurs, an individual in the custodian's classification will be laid off in the inverse order of seniority within a job classification, except when required by individual cases, the Committee for good and justified causes, in which case, the following criteria shall be used: certification, experience, training, and performance evaluation. In the event that two individuals have identical seniority and criteria, the employee with the most experience as a custodian outside the School System will be retained.

4. In the event of a reduction in force of a Head Custodian position, the head custodian with the least seniority may select one of the following options:
  - a. S/he may displace the least senior Custodian (I or II), and shall be paid at the custodian (I or II) rate of pay (based upon the same for years of experience as a Head Custodian) and will have recall rights; or
  - b. Accept layoff with recall rights.
5. Custodians and the Association will receive thirty (30) calendar days' notice prior to a custodian being laid off.

### **C. Recall Rights**

1. A non-probationary custodian who is laid off shall retain recall rights for a twenty-four (24) month period. The Superintendent shall notify each custodian on lay-off of his/her recall within his/her classification by certified mail at the last known address. It is the responsibility of the employee to provide the Superintendent with his/her current address. Failure to do so may result in the loss of the employee's recall.
2. The custodian must respond within two (2) weeks by certified mail and be available for work on the date determined by the Superintendent within two (2) weeks of that notification or lose his/her recall rights. If a custodian is offered re-employment in accordance with these terms and refuses, the custodian shall forfeit further eligibility for recall consideration.
3. Where more than one employee who is eligible for recall consideration is qualified for and interested in recall to a position within his/her job classification, a recall shall occur in order of seniority.
4. A custodian eligible for recall consideration shall retain the right to employment in any available custodial position for which the recalled custodian is interested in, prior to the employment of new hires.
5. Any recalled employee shall retain their seniority and all benefits accumulated prior to the layoff and shall be placed on the applicable wage step earned prior to the layoff.

<h2><b>ARTICLE 6 - VACANCIES, TRANSFERS, PROBATION AND EVALUATIONS</b></h2>
---

- A. For the purpose of this Agreement, job classifications include Custodian (I or II) and Head Custodian.
  1. Custodian I – a custodian working first shift (e.g. primarily A.M. hours) that is subject to the supervision of a Head Custodian.
  2. Custodian II – a custodian working second shift (e.g. primarily P.M. hours) that is subject to the supervision of a Head Custodian.
  3. Head Custodian – a custodian who is responsible for the supervision of other custodians (I and/or II) in a building.
- B. Whenever possible, when a vacancy occurs the vacancy notice shall be posted as soon as possible or within five (5) working days. A list of all vacancies shall be posted in a prominent place at each work site. The Association president shall be notified as soon as possible if there will be a delay in filling the vacant position or if it has been decided that the vacant position is not going to be filled. The vacancy notice shall describe the position, list qualifications necessary, special requirements in accordance with the job description, and the method for application. No vacancy shall be filled

without first being posted for at least ten (10) working days. The qualifications and special requirements for each position shall be established by the School Department.

- C. In filling vacancies, all non-probationary custodians presently employed by Sanford School Department shall receive preference in accordance with Section B above.
- D. Transfers within classifications will be awarded to the employee with the greatest seniority, provided he/she meets the published qualifications and requirements and has positive performance evaluations. Seniority shall be as defined in Article 5 Section A. A Transfer Form will be signed by the Superintendent of Schools and/or the Business Administrator as soon as it is possible for the transfer to occur.
  - 1. For the purpose of transfers, a Head Custodian also holds the custodian classification.
  - 2. A custodian desiring a transfer from the 2<sup>nd</sup> to 1<sup>st</sup> shift needs prior approval from the Superintendent. Such approval shall not be unreasonably denied.
- E. If there are no transfers to a head custodian vacancy as stated in Section D above, the Department shall interview non-probationary employee applicants for the position. If two or more applicants meet the published requirements and have equal qualifications as stated in Section A above, then seniority as defined in Article 5 Section A, shall be the deciding factor. If there are no non-probationary employee applicants who meet the published qualifications and requirements, the Department may consider probationary employee applicants and advertise outside the district for such position.
- F. All new custodial employees will serve a twelve (12) month probationary period. The Committee, through its Building Administrator and/or Facilities Director, will perform monthly evaluations of the employee. Each evaluation will be followed up with a meeting between the employee and evaluator to discuss and review said evaluation. During the twelve (12) month probationary period the employee is an *at will* employee.
- G. When an employee transfers out of his classification to a head custodian position, the Committee, through its Building Administrator and Facilities Director, will perform monthly evaluations of the employee over a six (6) month probationary period as a head custodian. Each evaluation will be followed up with a meeting between the employee and evaluator to discuss and review said evaluation. If the Committee, through its Building Administrator and Facilities Director, feels that at the conclusion of the six (6) month probationary period the employee awarded the promotional transfer does not perform to the standards expected, the employee will be returned to his/her previous position.
- H. All non-probationary custodians and head custodians will receive an annual performance evaluation from the Facilities Director and/or Building Administrator. All annual performance evaluations will be completed prior to the end of the contract year (e.g. June 30<sup>th</sup>) and conducted in a similar manner. The evaluation will be followed up with a meeting between the custodian and the evaluator to discuss and review the evaluation.
- I. The Superintendent will meet with representatives of the Association to seek input and work collectively to develop a format for the performance evaluations.

## ARTICLE 7 - HOLIDAYS AND VACATIONS

### A. Holidays

- The following shall be paid holidays for all custodians:

New Year's Day	Martin Luther King Day	President's Day	Patriot's Day
Memorial Day	Independence Day	Labor Day	Columbus Day
Veteran's Day	Thanksgiving & Following Friday		Christmas Day

- Holiday pay for employees shall be at the pay rate and hours of the employee's regular working day.
- To be eligible for holiday pay, an employee must have worked his/her last scheduled day prior to and the first work day after the holiday, or have an approved vacation or personal day(s).

### B. Vacations

- Vacation shall be awarded on the first day of each contract year (e.g. July 1<sup>st</sup>) and must be used during that contract year as follows:

#### New Hires:

During 1 <sup>st</sup> Contract Year & Date of Hire before Jan. 1 <sup>st</sup>	3 days at employee's discretion AFTER completing 6 months of employment, to be used in the remainder of the contract year
During 1 <sup>st</sup> Contract Year & Date of Hire on/after Jan. 1 <sup>st</sup>	None, but will receive the 2 <sup>nd</sup> Year Allotment of 10 days AFTER completing 6 months of employment

#### Current Employees:

In the 2 <sup>nd</sup> - 4 <sup>th</sup> Contract Year	5 days during school/summer vacation 5 days at employee's discretion
In the 5 <sup>th</sup> - 9 <sup>th</sup> Contract Year	5 days during school 5 days summer vacation 5 days at employee's discretion
In the 10 <sup>th</sup> - After Contract Year	10 days during school 5 days summer vacation 5 days at employee's discretion

- Vacation pay shall be computed at the employee's regular hourly rate of pay.
- Head Custodian vacations will be based on a regular 40-hour work week. Head Custodians will not receive the additional two (2) hours of overtime pay unless he/she conducted the building checks on the Saturday and Sunday during said vacation week.
- Requests for vacation during the school year must be submitted in writing at least ten (10) days prior to the start of vacation. A summer vacation list will be developed no later than May 1st of every school year. Vacation will be granted in such a manner that will not affect the operation of school functions. If duplicate requests are received, seniority will be considered. Approval of all vacations will be made by the Building Principal/Facilities Director and/or the Business Administrator.

## ARTICLE 8 - INSURANCE

### A. Health Insurance

1. The School Committee shall provide medical insurance coverage under Maine Education Association Benefits Trust for the Standard, Choice Plus, Standard 500 or Standard 1000 Health Plans.
2. The Committee shall pay the amount equal to 80% for any level of coverage selected by the employee for the Standard, Choice Plus, Standard 500 or Standard 1000 Plan.
3. The committee will only cover the employee's spouse if comparable insurance is not available from the spouse's employer.
4. Upon notification from the School Committee's health insurance carrier that its insurance program will no longer be available, the MEA and the School Committee negotiators shall meet within ten (10) days to make a good faith effort to obtain another health insurance carrier.
5. If another health insurance program is obtained by the School Committee, the School Committee shall pay the same dollar amount for monthly premiums as paid under the previous health plan until such time as the parties have negotiated a change, or, if the parties have not been able to negotiate a change and the Agreement has expired, the Board will pay the same dollar amount for monthly premiums as paid under the previous health plan plus up to ten (10) percent, while the parties continue to bargain.
6. If by the expiration date of the existing health insurance program, the School Committee and the M.E.A. are unsuccessful in obtaining another health insurance program, the School Committee shall pay its share of the existing monthly premium to any custodian participating in the plan when it expired and the payment shall continue until negotiated otherwise.
7. Employees who do not elect the health insurance offered by the Committee at any time during the contract year will be eligible to receive an allowance of \$1,000 payable in two installments as taxable income mid-year and year-end. In order to receive the allowance, employees must show proof that they have health care coverage through another group-sponsored plan.
8. Employees who elect to change to a lower level of coverage (e.g. Changing from family to two-person, two-person to single, etc.) during the Annual Open Enrollment period will receive a one-time allowance of \$1,000, payable in two installments as taxable income mid-year and at year-end.
9. Employees may not receive more than \$1,000 in any contract year for changing to a lower level of coverage and/or electing no coverage at all as described in Section A #8 and #7 above.
10. In the event a husband and wife are both employed by the Sanford School Department and one spouse declines health insurance coverage, the Committee will pay 100% of the other spouse's health insurance premium for the plan selected. In no event shall this benefit exceed the full-family benefit as outlined in this Article. The employee-spouse declining coverage shall not be entitled to the \$1,000 allowance described in Section A #7 above.

**B. Dental Insurance**

1. Employees, at their option, may purchase dental insurance offered by the Committee, at current group rates. All costs are to be paid by the employees.

**C. Premium Pre -Tax Plan**

1. In order to enable employees to use pre-tax dollars to pay certain health and dental insurance premiums for which the employee is liable, the School Committee agrees to make available at Committee expense a Premium Only Flexible Benefits Plan. The Premium Only Flexible Benefits Plan will be administered as determined by the School Committee.
2. The Premium Only Flexible Benefits Plan will be set up in conformity with and will adhere to the Provisions of Section 125 of the Internal Revenue Code.

**D. Income Protection Plan**

1. The Committee shall provide long-term disability / income protection insurance for each employee under the MSMA 60% Option #1 Plan (or comparable plan if unavailable). The long-term disability income protection begins after sixty (60) days or at the end of the accumulated sick leave.
2. The Committee shall provide up to fifty cents (\$.50) per one hundred dollars (\$100) of salary towards the cost of Long Term Disability income protection insurance with the employee paying for any amount over the Committee's base of fifty cents (\$.50).

<b>ARTICLE 9 – WAGES</b>
--------------------------

- A. The wages of all school custodians covered by this Agreement are set forth in the Wage Schedule which is attached hereto and made a part thereof.
1. Wage Increases starting July 1<sup>st</sup> of each contract year as follows:
    - a. 2% Increase in Wages for 17/18
    - b. 2% Increase in Wages for 18/19
    - c. 3% Increase in Wages for 19/20
  2. Annual Longevity Awards shall be based upon the employee's date of hire and shall be paid at the start of the contract year (e.g. July 1<sup>st</sup>), after completing the following years of continuous service in a custodial position:
    - a. \$200 shall be paid each year to an employee who completes fifteen (15) through nineteen (19) years of continuous service.
    - b. \$300 shall be paid each year to an employee who completes twenty (20) or more years of continuous service.
    - c. To be eligible for the longevity award on July 1<sup>st</sup> of each contract year, the custodian must be currently employed, not retired or resigned, on July 1<sup>st</sup>.
- B. Employees shall be paid every other Friday except in the event of 27 pay periods in a given year.
- C. When a payday falls on or during a school holiday or vacation, employees shall receive their pay on the last previous working day whenever possible.
- D. Any employee who is called back to work during non-working hours shall be paid a minimum of two (2) hours pay for each call in, or the actual hours worked, whichever is greater.

- E. All new employees with a hire date prior to January 1st shall receive step advancement at the beginning of the next contract year (e.g. July 1st). All new employees with a date of hire on or after January 1st will not receive step advancement at the beginning of the next contract year (July 1st), but rather at the end of the subsequent contract year (June 30<sup>th</sup>).
- F. When a Custodian (I or II) works as a Head Custodian for five (5) or more working days on a temporary basis, the Custodian (I or II) shall be paid at the Head Custodian rate of pay (for his/her current Step as a Custodian I or II) for all the hours worked in that temporary assignment.

**G. Overtime**

The work week is defined as Monday through Sunday for the purposes of calculating overtime for payroll.

1. Time and one-half (1 ½ ) shall be paid for hours worked over 40 hours in a work week, as well as 1 ½ for Building Checks completed on weekends (Saturday and Sunday) and holidays.
2. Double time (2) shall be paid for all hours worked over 40 hours in a work week on Sundays and holidays, *excluding* Building Checks.
3. Only hours actually worked and paid vacation days shall be counted for the purposes of calculating or considering overtime status. All employees who use sick days or take unpaid leaves will not be paid overtime until they have worked a full 40 hours.
4. Overtime shall be offered on a fair, rotating basis, and will be reflected on the Voluntary On-Call Overtime List.
5. Voluntary On-Call Overtime List
  - a. A Voluntary On-Call Overtime List shall be established and distributed at the start of each contract year (e.g. July 1<sup>st</sup>) whereby custodians will have an option to sign-up for district-wide overtime opportunities, and will be placed in order of seniority. Employees may sign-up for the voluntary overtime list after the start of the contract year, but will be placed on the bottom of the list for the remainder of that contract year.
  - b. The first time that overtime is available, it shall begin with the most senior employee on the list. If that employee refuses the overtime, each employee (based on decreasing seniority) on the overtime list will have the opportunity to either accept or refuse the overtime. Once the overtime has been accepted by an employee, the next time that overtime is available, it will start with the employee who was next on the seniority list.
  - c. In the event no custodian accepts the overtime opportunity, the Committee shall have the right to use substitute or temporary help to cover the assignment OR invoke the Mandatory On-Call Overtime Rotation.
6. Mandatory On-Call Overtime Rotation
  - a. A Mandatory On-Call Overtime Rotation List shall be established and distributed at the start of each contract year (e.g. July 1st) by the Facilities Director's secretary whereby all current custodians (head, I and II), listed in alphabetical order by last name, will be assigned two weekends during the calendar year, appropriately spaced apart, and taking into consideration prior mandatory holiday coverage.
  - b. Custodians will be permitted to switch weekends with another custodian, but will still be responsible to ensure that the assignment is covered. Any changes in the mandatory on-call overtime rotation must be communicated to the Facilities Director's secretary.
  - c. Hours worked under the Mandatory On-Call Overtime Rotation will be paid at time and one-half for Saturdays, and double time for Sundays and Holidays, so long as the employee has worked 40 hours in the work-week before the mandatory overtime hours.

## **ARTICLE 10 - DUES DEDUCTION**

- A. Upon receipt of authorization from any employee, the Committee will provide payroll deductions for Association dues and programs, defined further in this Article. Such notification of authorization will be submitted within a reasonable period following employment to comply with the requirements pertaining to a payroll installment payment. The Committee agrees to deduct the authorized amount withheld to the treasurer of the local association following each payroll period that dues deductions are withheld.
- B. The Association shall certify to the Committee in writing the current rate of local, state and national dues. In the event any association changes the rate of its membership dues, the local association shall give the Committee and its membership written notice prior to the effective date of such change.
- C. Authorization to deduct such dues and program amounts shall continue in effect unless revoked by the employee in writing to the Association. The Association must notify the committee or representative of any additions or deletions by any member/former member within 48 hours of the change.
- D. The Association shall indemnify and hold the School Committee harmless against all claims or suites of any nature which might arise by reason of said dues deduction and the forwarding of same to the Association.

## **ARTICLE 11 - MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, than such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. The Committee and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of school custodians or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, age, disability, or marital status.
- C. The Committee will provide uniforms for all custodians to be worn during scheduled student/teacher days and in-house and outside activities. Uniforms will be purchased in the following sequence:
  - 1. Five (5) complete sets (e.g. a set means a shirt and pant) upon completion of six months employment, as well as three (3) complete sets every year thereafter
  - 2. Based on the current uniform contract, the dollar value for three (3) complete sets of uniforms (e.g. 3 shirts and 3 pants) may be used to purchase shirts/pants/sleeveless sweaters/v-neck sweaters or pullover sweatshirts all with the requisite Sanford lettering
  - 3. One (1) spring jacket upon completion of probationary period and every third year thereafter
  - 4. One (1) winter double zipper jacket upon completion of probationary period and every third year thereafter if needed. If a new jacket is not needed, the employee may apply the cost of a new jacket towards the purchase of other work clothes
  - 5. \$125 work shoes, boots or sneakers allowance per year
  - 6. One (1) pair durable winter gloves every year

7. One (1) set rain gear – hooded jacket and pants every third year if needed
  8. One-piece insulated winter outer wear
  9. Red polo shirts may be exchanged for conventional work shirts in the uniform as assigned by the Business Administrator.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement:
1. If by the Association, to the Committee and a copy to the Superintendent.
  2. If by the Committee, to the Association’s designated representative.
- E. This Agreement incorporates the entire understanding of the parties on all matters, which were the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter which had been bargained between the parties during negotiations for this Agreement. The parties may meet and consult on any item in this agreement and, upon written notification, engage in impact bargaining.

## **ARTICLE 12 - UNPAID LEAVE OF ABSENCE**

Full-time custodians with five (5) years or more years of service to the Committee may be granted up to thirty (30) calendar days (including holidays) of unpaid leave with the approval of the Superintendent each contract year. Should a holiday occur during the leave of absence, the holiday shall not be paid. In order to qualify for the unpaid leave of absence the employee must meet the criteria as set forth in Article 13 D. Personal Leave. This leave shall be non-cumulative from one year to another year.

## **ARTICLE 13 - PAID LEAVE**

### **A. Sick Leave**

1. All full time custodians shall be entitled to fifteen (15) days of sick leave annually. Unused sick leave days may accumulate from year to year to a maximum of 160 days. As of June 30, if an employee has 160 days of accumulated sick leave s/he shall be entitled to one additional day of vacation the following year.
2. If an employee does not use a sick day during the contract year (July 1 through June 30) he/she will receive a three hundred dollar (\$300) bonus in July.
3. “Sick leave days” may only be used for absence due to the employee’s illness or injury except as follows: a custodian may elect to use up to his/her obtained annual sick leave days for sickness in family not to exceed fifteen (15) days annually. The Superintendent at his/her discretion can extend the number of day as necessary. Family shall include any member of the custodian’s household, spouse, child, or parent that requires the custodian’s care of said family member.
4. Absences for fractions of a day that are chargeable to sick leave are charged proportionately in an amount not smaller than two (2) hours.
5. The custodian must give notice of his/her absence to the supervisor or supervisor’s designee as soon as possible and in any event no later than one (1) hour prior to the custodian’s scheduled starting time, unless excused by the Superintendent due to circumstances beyond the custodian’s control. The custodian must give notice of each day of absence, unless prior arrangements have been made.

6. The employer may require a medical note at any time from a custodian requesting compensation for sick leave.
7. The District central office will maintain a record of all credits and debits to the sick leave account of each custodian. These sick leave accounts are available for inspection by the custodian. At the beginning of each school year, each employee shall be informed of the number of his/her accumulative sick leave days.
8. Abuse of sick leave: An employee's abuse of sick leave is grounds for disciplinary action, and if not corrected, shall be grounds for dismissal.

## **B. Sick Leave Bank**

A sick leave bank shall be established for the benefit of the bargaining unit members who suffer non-work related catastrophic illness or catastrophic injury that requires absences from work for an extended period of time.

Establishment, maintenance and eligibility for the bank is as follow:

1. New employees will have the option to join the sick leave bank by donating two (2) sick days within thirty (30) days of the start of the new contract year. Current employees who have not joined the bank will have a one-time option to join the bank by donating two sick days within 30 days of ratification of this collective bargaining agreement (for the 2017-2018 contract year only).
2. At the start of each contract year, existing members of the sick leave bank will be automatically charged one (1) sick day to remain in the sick leave bank. In the event the existing member no longer wishes to participate in the sick leave bank, they must notify the Business Administrator in writing within thirty (30) days of the start of the new contract year.
3. Participation in the bank shall be voluntary; however, to be eligible to withdraw days from the sick leave bank, bargaining unit members must continue to have one (1) day of their sick leave automatically charged to the bank each year.
4. Each contract year (July 1<sup>st</sup>), the sick leave bank will carry over days to a maximum of 160 days. If at any time the bank falls below forty (40) days, participating employees shall be assessed one (1) additional sick day to replenish the bank during the contract year.
5. In order to withdraw days from the bank, a doctor's note from a doctor licensed to treat the diagnosed condition, indicating the condition and treatment, must be furnished to the Superintendent. This request will be reviewed by a committee consisting of two (2) members of the Association and two (2) members of the Administrative team appointed by the School Committee. In the case of a tie vote, the School Committee will decide and their position shall prevail.
6. The withdrawing member must have a catastrophic illness or catastrophic injury as defined under FMLA that prevents him/her from working.
7. The withdrawing member must have exhausted all sick, personal and vacation leave before being awarded days from the sick leave bank.
8. The withdrawing member may apply for and be granted up to a total of forty (40) sick leave bank days per year.

### **C. Bereavement Leave**

Each custodian shall be entitled to bereavement leave of up to five (5) days for each death in the family. Family shall be defined as spouse, children, parents, grandparents, siblings, father-in-law, mother-in-law, grandchildren, foster children and stepchildren. Leave for deaths of significantly close relationships other than "family" shall be granted upon the approval of the Superintendent of Schools or designee.

### **D. Personal Leave**

1. Up to three (3) days personal leave may be granted for religious, legal, business, household, or family matters which cannot be conducted at time other than scheduled work hours. Such leave shall require prior approval by the Business Administrator. Application for these days will be made at least five (5) calendar days notice in advance, where practical, to allow the Business Administrator to make necessary arrangements. The custodian must state which of the above reasons apply and must provide an explanation, if feasible, to substantiate the request. However, in sensitive matters, the custodian may, at his/her discretion, communicate the reason for such leave verbally with the Business Administrator. Request for personal leave will not be granted for recreational purposes. Requests for leave for religious holidays will be granted as required by law.
2. Any of the three (3) personal days that are not used will be converted to and accumulated as sick leave to the maximum allowed.
3. The parties agree to mutually review at least annually the use of personal leave to assure that its use is bona fide.

### **E. Jury Duty**

1. An employee called as a juror will be paid the difference between the fees received for such service and the amount of regular earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the Business Administrator. All time spent on jury duty will be counted as hours worked up to but not in excess of the number of hours that constitute that person's normal work day.

### **F. Workman's Compensation**

1. A custodian may elect to use his/her accrued sick leave to supplement the difference between their workers' compensation benefit and their regular net take home pay. The amount of the difference between the custodian's workers' compensation benefit and the custodian's "net" pay shall be deducted from the employee's accrued sick leave. In the event the employee receives sick pay for any day of absence for which workers' compensation benefits are paid, the Committee shall be entitled to repayment of such sick pay and the Committee may look to any monies due the custodian for satisfaction thereof. At the time of such repayment, the sick leave repaid shall be credited to the employee's sick leave accrual.
2. Employees out of work on Worker's Compensation payments may be required to perform light duty work, provided clearance is granted by a medical-doctor.

**G. Retirement**

1. Any custodian who retires from the Sanford School Department into the Social Security System and has completed ten (10) or more consecutive years of service to the Committee, shall be entitled to receive Fifty (\$50) dollars per day for each day of unused sick leave to a maximum of 50% of the total accumulation allowed.
2. Any custodian who retires from the Sanford School Department into the Social Security System and has completed twenty (20) or more consecutive years of service to the Committee, shall be entitled to receive Sixty (\$60) dollars per day for each day of unused sick leave to a maximum of 50% of the total accumulation allowed.

<b>ARTICLE 14 - MANAGEMENT RIGHTS</b>
---------------------------------------

- A. Except as otherwise provided for in this Agreement, the School Committee, shall have, whether exercised or not, all the rights, powers, and authority vested in it by virtue of the Statutes of the State of Maine and the Sanford Ordinances, now or hereinafter enacted including, but not limited to, the rights to:
1. Control the management and administration of the Sanford School Department.
  2. Hire, promote, transfer, assign, retain, layoff, and direct employees within the Sanford School Department.
  3. Suspend, demote, discharge, and take other disciplinary actions against employees.
  4. Issue, modify, and enforce Rules and Regulations, which do not expressly violate the terms of this Agreement.
  5. Determine the methods, means, and personnel by which the Sanford School Department's operations are to be conducted, as well as to determine those operations and to assign duties and responsibilities within the qualifications of its employees accordingly.
  6. Exercise control and discretion over the School System, its organization, and the technology performing its work.
  7. Determine the standards of selection for employment and the standards of service to be offered by the Sanford School Department.

The foregoing Management Rights are set out for the purposes of illustration and not limitation; the Board retains all such rights, powers, and authority, whether exercised or not, conferred upon it by law. This clause is not meant to negate the Union's right to negotiate over changes in wages, hours and working conditions as provided by law.

## ARTICLE 15 - WORK WEEK AND WORK SCHEDULE

- A. This Article defines the normal hours of work, and establishes the basis for the calculation of overtime. It is not, however, a guarantee of hours of work per day, work period, month or year. An employee's scheduled work hours may be changed for bona fide economic or program changes to meet the needs of the Sanford School Department. To the extent possible and except for a temporary change, an employee shall be provided a two-week written notice.
- B. Work Year**
1. The work year for full-time custodians shall be fifty-two (52) weeks per year.
  2. The work week will be defined as Monday through Sunday for payroll purposes to calculate regular, time and one-half, and double time.
  3. Employees scheduled to work Monday through Friday may be assigned an alternative work week on an as needed basis to meet the financial and program needs of the Committee, such as Saturday coverage for special events.
  4. A "**Flexible-Shift**" full-time custodian (currently the Dedicated Memorial Gym Custodian) will be established to allow flexible scheduling to cover weekend events and activities as needed. That employee may be assigned an alternative work week on an as needed basis to meet the financial and program needs of the Committee.
  5. All Head Custodians will have a base workweek of Forty-Two (42) hours; forty (40) hours at regular hourly pay plus two (2) hours of overtime (time and a half) to conduct Building Checks on weekends and holidays.
  6. Head Custodians will have an unpaid lunch hour and two paid 15-minute breaks. Custodians I or II will receive a paid 20-minute lunch period and a paid 15-minute break and must remain on building duty throughout his/her shift.
  7. A Daily Job Duty Checklist will be developed by the Facility Director and Head Custodian and posted in the break room outlining the schedule, duties and responsibilities for each Custodian I or II in the building.
  8. Work Day – Generally will be assigned as follows:
    - a. Head Custodian and Custodian I: 8 hours per day; 6:30 a.m. to 3:30 p.m.
    - b. Custodian II: 8 hours per day; 3:00 p.m. to 11:00 p.m.
    - c. The Work Day may be altered as permitted in Section A above.
- C. Summer Schedule**
1. The normal summer schedule for 40-hour employees is five (5) 8-hour days Monday through Friday. With consultation, a custodian's summer schedule may be temporarily changed by the Facilities Director consistent with the district mission.

## ARTICLE 16 - USE OF PRIVATE VEHICLE

When an employee is required to use his/her personal vehicle for work related business, he/she will be reimbursed at the maximum allowable rate under the IRS code. Mileage Reimbursement forms are available on the Department's website. Forms must be signed by the employee, Facilities Director and turned into the Business Office within sixty (60) days of occurrence.



## SCHEDULE A - WAGE SCHEDULE

This Hourly Wage Schedule is a continuation of Article 9 – Wages.

FY	17/18 (+2%)			18/19 (+2%)			19/20 (+3%)			
	Title & Shift	Head Custodian	Custodian I	Custodian II	Head Custodian	Custodian I	Custodian II	Head Custodian	Custodian I	Custodian II
Step (YE*)										
0		\$17.48	\$13.17	\$13.47	\$17.83	\$13.43	\$13.74	\$18.37	\$13.83	\$14.16
1		\$17.48	\$14.30	\$14.61	\$17.83	\$14.59	\$14.90	\$18.37	\$15.02	\$15.35
2		\$17.48	\$14.97	\$15.28	\$17.83	\$15.27	\$15.59	\$18.37	\$15.73	\$16.05
3		\$17.48	\$15.98	\$16.29	\$17.83	\$16.30	\$16.62	\$18.37	\$16.79	\$17.11
4		\$17.48	\$15.98	\$16.29	\$17.83	\$16.30	\$16.62	\$18.37	\$16.79	\$17.11
5		\$17.89	\$16.42	\$16.73	\$18.25	\$16.75	\$17.06	\$18.80	\$17.25	\$17.57
6		\$17.89	\$16.42	\$16.73	\$18.25	\$16.75	\$17.06	\$18.80	\$17.25	\$17.57
7		\$17.89	\$16.42	\$16.73	\$18.25	\$16.75	\$17.06	\$18.80	\$17.25	\$17.57
8		\$17.89	\$16.42	\$16.73	\$18.25	\$16.75	\$17.06	\$18.80	\$17.25	\$17.57
9		\$17.89	\$16.42	\$16.73	\$18.25	\$16.75	\$17.06	\$18.80	\$17.25	\$17.57
10		\$18.32	\$16.86	\$17.17	\$18.69	\$17.20	\$17.51	\$19.25	\$17.71	\$18.04
11		\$18.32	\$16.86	\$17.17	\$18.69	\$17.20	\$17.51	\$19.25	\$17.71	\$18.04
12		\$18.32	\$16.86	\$17.17	\$18.69	\$17.20	\$17.51	\$19.25	\$17.71	\$18.04
13		\$18.32	\$16.86	\$17.17	\$18.69	\$17.20	\$17.51	\$19.25	\$17.71	\$18.04
14		\$18.32	\$16.86	\$17.17	\$18.69	\$17.20	\$17.51	\$19.25	\$17.71	\$18.04
15		\$18.76	\$16.86	\$17.17	\$19.13	\$17.20	\$17.51	\$19.71	\$17.71	\$18.04
16		\$18.76	\$16.86	\$17.17	\$19.13	\$17.20	\$17.51	\$19.71	\$17.71	\$18.04
17		\$18.76	\$16.86	\$17.17	\$19.13	\$17.20	\$17.51	\$19.71	\$17.71	\$18.04
18		\$18.76	\$16.86	\$17.17	\$19.13	\$17.20	\$17.51	\$19.71	\$17.71	\$18.04
19		\$18.76	\$16.86	\$17.17	\$19.13	\$17.20	\$17.51	\$19.71	\$17.71	\$18.04
20		\$19.20	\$16.86	\$17.17	\$19.58	\$17.20	\$17.51	\$20.17	\$17.71	\$18.04

\*YE = Years of Experience

In addition to the above hourly rate schedule, employees may be eligible for an annual Longevity Stipend:

Annual Longevity Awards shall be based upon the employee's date of hire and shall be paid at the start of the contract year (e.g. July 1<sup>st</sup>), after completing the following years of continuous service in a custodial position:

- a. \$200 shall be paid each year to an employee who completes fifteen (15) through nineteen (19) years of continuous service.
- b. \$300 shall be paid each year to an employee who completes twenty (20) or more years of continuous service.
- c. To be eligible for the longevity award on July 1<sup>st</sup> of each contract year, the custodian must be currently employed, not retired or resigned, on July 1<sup>st</sup>.