

AGREEMENT
BETWEEN THE
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 93, AFL-CIO
AND THE
DEDHAM SCHOOL COMMITTEE

JULY 1, 2018 THROUGH JUNE 30, 2021

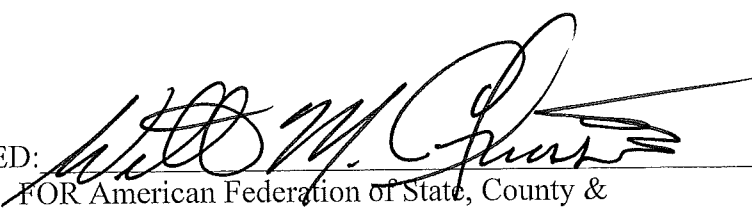
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ARTICLE I - AGREEMENT

Pursuant to a certification of representatives issued by the Massachusetts Labor Relations Commission on November 22, 1977, in Case# MCR-2590, the School Committee of the Town of Dedham (herein called the Committee) recognizes the American Federation of State, County and Municipal Employees, Council #93, AFL CIO (herein called the Union) as the exclusive collective bargaining agent of all custodians and maintenance employees employed by the Dedham Public Schools, excluding all managerial and confidential employees and excluding all other employees.

SIGNED: _____


FOR American Federation of State, County &
Municipal Employees, Council #93, AFL-CIO

SIGNED: _____


FOR Dedham School Committee

DATE: _____

7/23/19

ARTICLE II - COMMITTEE RIGHTS

Section 1

It is herein agreed that except as specifically and directly modified by express language in a specific provision in this Agreement, the Committee retains all rights and powers which it has had, and as it now has or may hereafter be granted by law, and that said Committee may exercise such rights and powers without any such exercise being made the subject of a grievance under this Agreement, provided that the Committee shall not exercise any of said rights and powers in a manner which violates any of the express provisions of this Agreement.

The exercise of the above or of any other right or power under law or prior practice whether or not herein specifically reserved shall not become the subject of a grievance.

Section 2

The Committee reserves the right to bring in a cleaning contractor on any operation that it feels is for the benefit of the system, provided that it shall not do so if by doing so the number of employees covered by this Agreement who are available for work is decreased or their work opportunities diminished.

ARTICLE III - SALARIES AND HOURS

The salaries of members of the bargaining unit, as outlined in Article I are set forth in Appendix A.

Section 1

The normal workday of the employees shall consist of eight (8) hours, exclusive of lunch time, to be worked within a nine (9) hour period, during which each employee shall receive one (1) fifteen (15) minute rest period in the morning and one (1) ten (10) minute rest period in the afternoon. Rest periods will be taken in the building in which the employees are working.

The normal work week shall consist of forty (40) hours, exclusive of lunch time, to be scheduled in any five (5) consecutive days of the calendar week excluding Sunday.

The day shift is considered to fall between 6:30 a.m. and 6:30 p.m. for custodial employees, and between 6:00 a.m. and 6:00 p.m. for maintenance employees. Any shift that does not completely fall within the above times will be considered to be a night shift. During the summer work schedule and school vacation periods, all employees shall start work at 7:00 a.m., however, custodians shall be required to be present in the buildings when contractors are working in buildings at no additional cost to the school department during this time period.

Section 2

The normal workday of an employee working on a night shift shall consist of a straight eight (8) hours including a half-hour lunch time.

Section 3

Overtime compensation at a rate of one and one-half times the employee's regular rate of pay will be paid for all time worked in excess of eight (8) hours in one day, or forty (40) hours in one week, or on Sunday, where these are the sixth or seventh days, respectively, of the employee's work week, and do not involve work for private users of school property. The Committee agrees to use every reasonable effort to pay for overtime within three (3) weeks of the submission of overtime slips.

Section 4

The present lunch schedule shall be maintained. Both parties to this Agreement shall discuss any changes.

Section 5

No employee shall be compelled to work alone on any regularly scheduled night shift at the Middle School. However, this section need not apply in the event of an absence of a regularly scheduled employee on a night shift. No employee shall be compelled to work any emergency shift alone when called in expressly for the purpose of snow removal.

Section 6

Shifts shall be discussed by both the Administration and the Union. During days when school is not in session, the starting and terminating times may be subject to change. Changing of shift assignments may also be discussed.

Section 7

In the event that an employee is assigned temporarily to perform work in a higher classification, the employee shall be paid for the hours actually worked at the minimum rate for that higher classification, or, if the employee's current rate is above that minimum, at the lowest step rate which is next highest to the employee's current rate.

Section 8

In order to ensure that it complies with all applicable laws requiring the maintenance of records concerning hours worked by employees, including overtime hours where applicable, and the use of accrued leave time taken, the Committee requires that all members of the Union record their time

worked and absences using approved Committee time record tools. Each employee shall officially record the time that the employee enters and exits his/her building each day. It is the duty of employees to ensure that the actual hours worked and leave time taken are accurately recorded. Intentional falsification of time records is grounds for disciplinary action, including discharge.

Section 9

Employees shall be paid in bi-weekly payments. Employees shall be given sixty (60) days' notice and the opportunity to attend an informational meeting conducted by the administration prior to the commencement of bi-weekly payments. All employees will be required to sign up for Direct Deposit of payroll checks by July 1, 2019.

Section 10

All employees may be subject to drug testing in the following circumstances:

1. As a condition of initial permanent employment,
2. In the case of reasonable suspicion of an employee being under the influence of drugs,
3. In the case of a workplace accident that results in the employee being injured and as a result missing time from work.

Section 11

Employees classified as "General Maintenance Persons" who do not possess a valid and active trades license will not be eligible to advance past Step 1 of the maintenance salary schedule until such time as the employee obtains said license.

ARTICLE IV - REGULAR OVERTIME

Section 1

All work performed before or after the employee's regular shift, as established by the Administration, shall be considered overtime and paid for at one and one-half times the employee's regular rate of pay, provided that the said overtime shall have been authorized by the Superintendent or any of the Assistant Superintendents. Employees who are called in to work on a holiday or legal holiday shall be paid at two times their regular rate. Time off compensation instead of overtime payment at "even time" is permissible with the consent of both the employee and administration.

Section 2

All time worked up to the first thirty (30) minutes of the hour shall be construed to mean one-half ($\frac{1}{2}$) hour of overtime and any employee requested to work such by authorized representatives shall be compensated at the prevailing overtime rates for one-half ($\frac{1}{2}$) hour. All time worked beyond thirty (30) minutes and up to a full hour shall be construed to mean one (1) full hour of overtime and any employee requested to work by authorized representatives shall be compensated at the prevailing overtime rates for a full hour.

Section 3

Any person or group of persons who are authorized to use a building or any part of a building directly after the termination of the regular scheduled school day, except in a building with an overlapping custodial shift, shall be notified by authorized persons to vacate the building fifteen (15) minutes prior to the termination of a custodian's regular shift.

A notice to this effect, requesting the use of a building or any part of a building directly after a regular scheduled school day, with vacating time instructions included, shall be given to the custodian within a reasonable time.

Any approved afternoon activity such as a Campfire Girl, Boy Scout, or Girl Scout meeting, which has not required in the past additional custodial supervision, shall not in the future require additional custodial supervision or compensation.

Section 4

Applications for use of school property shall be reviewed annually and updated when necessary.

No person shall enter a building prior to the starting time of the activity as stated on this application unless a responsible person associated with the applicant is present.

Overtime details will adhere to hours agreed upon on Building Use Form as closely as possible.

The Administration should make a sincere effort to discourage applicants seeking the use of school property on New Years', Easter Sunday, Thanksgiving or Christmas. This section will not preclude the playing or preparation for the playing of the High School Thanksgiving Day football game. If the Administration shall determine that the use of school property is necessary on any of these days, custodians shall not be required to work on these occasions, provided that the most junior custodians shall not be permitted to refuse these assignments.

Section 5

One-half ($\frac{1}{2}$) hour may be allowed for building preparation prior to and after use by authorized

parties. The custodian and Assistant Superintendent - Business, must agree upon any variation.

Section 6

Time and one-half of the employee's regular rate shall be paid for all work performed for use of school property overtime, when the Town is obligated to pay such for all fee exempt persons, groups, or organizations.

For private rentals of school property, the rate of pay for custodial services shall be time and one-half (1 ½) the rate paid to junior custodians on the highest step of the salary scale.

Section 7

7.1 Overtime will be apportioned as equally as possible, in any building.

7.2 Only custodians and maintenance employees shall perform overtime work in their category unless there is an extreme emergency.

7.3 Both parties agree that a custodian and/or custodians may work overtime in accordance with the following rules and procedures.

7.3.1 Overtime work first will be assigned to the custodians within the building where the overtime occurs, on a fair and equitable rotating roster basis, and in accordance to seniority within the building.

7.3.2 When an overtime assignment cannot be filled in this manner in any building, then said assignment may be filled from a supplemental roster on a fair and equitable rotating roster basis and in accordance to seniority within the system, provided the Assistant Superintendent--Business deems the employee so assigned to be familiar with the building in which the assignment is to be worked.

7.3.3 Rotating basis will be deemed to mean as such on each roster. A refusal shall be construed to mean the same as time worked. No additional penalties shall be invoked upon any refusal of any assignment. Assignments will be classed as such, on occurrence, regardless of type, day, or length of assignment.

7.3.4 In any case, upon refusal by all eligible members on the building or supplemental roster for any assignment, said assignments will be filled by the eligible junior employee and/or employees on the supplemental roster. If all available employees on the supplemental roster are on assignment, the junior employee in the building will be assigned.

7.3.5 If an employee is working on assignment in a building to which he is assigned, and at which time he is asked to work on another assignment taken from the supplemental roster, he shall not be

charged with a refusal, but he shall be placed first on the rotating system for the next assignment.

7.3.6 Employees who are unable to take their turn on the overtime rotation roster because of their shift shall have priority when they are available over those who have worked or were available to work.

7.3.7 Permission may be granted, upon request, to a custodian for the purpose of orientation for an assignment in a building other than that to which he is assigned, at no additional cost to the Town.

7.3.8 These subsections will not apply to any emergency overtime as outlined elsewhere in this Agreement.

7.3.9 The roster, for these purposes, shall be kept by the Union and subject to inspection upon the request of any employee at any time.

7.3.10 A copy of the order of rotation of employees in each building with the supplementary personnel will be on file in the Administration Building.

7.3.11 Details occurring in areas assigned to the third shift that cannot be completed in the agreed upon hours may be completed by the third shift, provided the third shift is in effect.

7.4 When an employee is working on a private overtime detail, the employee's primary responsibility is to the needs of the private group. However, the employee may perform other work as directed when time and circumstances allow. The employee shall remain in contact with and be responsive to a representative of the private group throughout the duration of the detail by way of a school-issued two-way radio. Custodians working on a town paid detail shall perform duties as directed on an overtime detail.

EMERGENCY OVERTIME

Section 8

Emergency call-in shall be deemed to mean any time after the termination of an employee's scheduled shift or after the termination of an employee's regular scheduled workweek.

A custodian shall be paid overtime rates for all hours of work performed in any emergency when called in by authorized representatives, the Police Department, or the Fire Department.

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 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.

Section 9

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. This includes use of school property. This restriction shall not apply to a custodian who is absent on Friday to attend a funeral or for some special reason previously cleared with the Superintendent's office.

ARTICLE V - DUTIES AND RESPONSIBILITIES

Section 1

The job descriptions of the custodial and maintenance classifications covered by this Agreement are set forth in Appendix B of this Agreement.

Section 2

No custodian shall be discriminated against in any way for refusing to work on any job that is not within the scope of custodians' duties. However, any custodian may volunteer for such jobs when needed. Those individuals who were employees prior to the town meeting vote (Article 54) on April 12, 1993 voting out Civil Service shall retain their Civil Service status.

Section 3

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 who would have received the overtime assignment pursuant to the rotating overtime list 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 20 or less attendees; instructional clinics with 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 keys/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.

Section 4

A custodian will be hired to perform two (2) hours of overtime for athletic contests using the outdoor high school athletic field and restrooms on the following conditions:

1. All evening events (starting at 5:30 p.m. or after)
2. All weekend events (Saturday and Sunday)
3. Weekday afternoon events (starting before 5:30 p.m.), with the exception of days on which there is also a scheduled evening event.

ARTICLE VI - HOLIDAYS

Section 1

The following legal holidays shall be deemed to be paid holidays for all regular employees, except when they fall on a Saturday:

New Year's Day
Memorial Day
Martin Luther King Day (provided it remains a legal holiday under state law)
Good Friday
Independence Day
Labor Day
Columbus Day
Veterans' Day
Washington's Birthday
Thanksgiving Day
Patriots' Day
Christmas Day

A legal holiday falling on a Sunday will be celebrated on the immediate following Monday. If the day before Christmas is a scheduled workday, employees shall work half a day. The Superintendent or his designee shall determine employees' hours for the half day.

Section 2

If the regular day off of an employee is Saturday and a legal holiday is listed in Section 1 of this Article falls on a Saturday, such employee shall where possible, be given the preceding Friday or the following Monday off without loss of pay.

If said day off cannot be given by reason of personnel shortage or other cause, as determined by the Superintendent, the employee shall be given an additional day's pay at time and one-half.

An employee who works on one of the paid holidays as specified in Section 1 shall receive a day's pay at time and one-half in addition to his holiday pay.

ARTICLE VII - SICK LEAVE

Section 1

During the first year of employment, employees shall be granted sick leave of fifteen (15) days without loss of pay for absences caused by illness, or by injury, or by quarantine. Such leave shall mean confinement in the hospital or confinement in the home. An individual not in confinement at home will not be eligible for paid sick leave unless specifically instructed by a physician to do otherwise. All employees shall either speak directly with the Assistant Superintendent/Business Manager or his designee on the day they are seeking to use sick leave or leave a message with the Assistant Superintendent/Business Manager or his designee. Failure to speak directly with the Assistant Superintendent/Business Manager or his designee on the day they are seeking to use sick leave or to leave a message with the Assistant Superintendent/Business Manager or his designee shall result in a denial of sick leave for the day in question. An employee who uses sick leave on three (3) or more consecutive working days will be required to provide a physician's note to the Director of Facilities upon his/her return to work. The physicians above mentioned will be those on retainer to the school system. Sick leave not used in the year of service shall be accumulated for use in subsequent years not to exceed 200 days.

Section 2

All employees shall accumulate sick leave at the rate of one and one-quarter (1-1/4) days per month. After the first year of employment, employees will be credited with fifteen (15) sick days on the first day of the contract year. . For first year employees who have exhausted their accumulated sick days; they can only borrow sick days for which they would subsequently earn during their first year.

Section 3

Each employee shall be given a copy of the number of credited sick leave days he has accumulated

after such time that the sick days are credited for the ensuing year. Said copy of accumulated sick leave days shall be received by the employee prior to the 30th day of the calendar year.

Section 4

Notices of information which pertain to deductions on income taxes, i.e., amounts payable to Blue Cross, sick day wages or any other information allowable by law, shall be given to any employee upon request, prior to the 30th day of the calendar year.

Section 5

5.1 A Sick Leave Bank (the "Bank") for use by eligible employees covered by this Agreement who have exhausted their own sick leave is established.

5.2 Commencing on July 1, 2000, each employee shall contribute as of that date or the start of his employment, whichever is later, one (1) day of sick leave from his accumulated sick leave for the establishment of the Bank to be maintained from year-to-year until it is exhausted. Any employee may request not to participate or to terminate his participation provided such request is made in writing to the Assistant Superintendent-Business during the thirty (30) day period immediately following the start of any contract year (or within thirty (30) days immediately following the start of his employment whichever is later). Any employee terminating his participation in the Bank will forfeit any sick leave contributed to the Bank. A non-participating employee will be ineligible for benefits under this Article. A non-participating employee may request to participate (or re-participate) in the bank provided such request is made in writing to the Assistant Superintendent-Business during the thirty (30) day period immediately following the start of any contract year and the employee contributes one (1) day of sick leave to the Bank.

5.3 The Sick Leave Bank shall be administered to by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the Superintendent and two (2) members shall be designated by the Union. The fifth member shall be elected by the Superintendent or Union on an alternating year basis and shall vote only to break ties. For the 2000-01 contract year, the School Committee will choose the fifth person; whereas for 2001-02, the choice will be that of the Union. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of the leave to be granted.

5.4 The initial grant of sick leave by the Sick Leave Bank Committee to an employee shall be made upon written application and shall not exceed thirty (30) days. The criterion for the granting of such leave from the Bank is demonstrated need supported by adequate medical evidence of illness or injury and the employee's prior attendance record.

5.5 Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee for additional periods not to exceed thirty (30) days each upon demonstration by the applicant of continued need supported by adequate medical evidence. The

maximum number of days that may be granted to an employee for any continuous illness shall not exceed one hundred and twenty (120) days.

5.6 If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave from each participating employee covered by this Agreement to be deducted from each employee's accumulated sick leave.

5.7 The decisions of the Sick Leave Bank Committee shall be final and binding and not subject to grievance/arbitration.

5.8 Upon retirement, an employee may donate up to fifty (50) accumulated sick days in excess of days redeemed pursuant to the buy-back provision in Section 6 to the Bank for the purpose of maintaining the Bank.

Section 6

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 or \$2,000 maximum.

ARTICLE VIII - BEREAVEMENT LEAVE

Section 1

Employees shall be granted five (5) days leave, with pay, in the event of a death in the employee's family, as defined in Section 2 below. The foregoing bereavement leave is not to be deducted from accumulated sick leave days. All employees shall notify the Assistant Superintendent/Business Manager verbally in advance of taking bereavement leave. Following the taking of the bereavement leave, all employees shall provide the Assistant Superintendent/Business Manager with written confirmation of the bereavement leave.

Days of leave granted for this purpose do not necessarily need to be taken in succession. Two (2) additional days may be granted at the discretion of the Administration in special circumstances upon the request of the employee.

Section 2

"Family" is to be construed, for this purpose, to mean spouse, significant other, father, mother, child, grandparent, grandchild, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law and aunt or uncle. This language shall also apply to any person living in the immediate household of the employee.

ARTICLE IX – ASSIGNMENTS

Section 1

Whenever, in the opinion of the Administration, an elementary school requires the need of more than one (1) employee then that school may be divided into sections, for routine assignments to obtain the best results for maintaining a clean, safe, and healthy environment in the building and the school grounds.

Section 2

Senior High and Middle Schools shall be divided into sections and shifts as equally as possible for routine assignments by the Administration, subject to change at anytime, to obtain the best results for maintaining a clean, safe, and healthy environment in the buildings and grounds.

Section 3

Each employee's job and duties shall be described in written form and kept on file in each building as well as the Administration office. Said descriptions shall be the responsibility of the Senior Building Custodian and shall be approved by the Administration and made available to employees upon request.

Section 4

Each job description shall be adhered to as closely as possible. The Administration will advise the Union of any material changes in the job description for each position and upon request negotiate the effects of such changes provided that nothing in this Article shall be deemed to affect the Committee's right to determine the job content of each position, abolish existing positions or create new positions, or modify the duties of a position. In the event of any material changes in a position, such position may be subject to rebidding by any interested employee.

Section 5

All maintenance employees shall maintain appropriate licensure in their specific job classifications, with the exception of employees classified as "General Maintenance Person," for which no licensure is required.

ARTICLE X - SENIORITY, REDUCTION IN FORCE, VACANCIES

Section 1

Seniority shall be computed from the effective date of the employee's appointment by the Committee, temporary or otherwise to a position in the bargaining unit, provided that the service of

the appointee, temporary or otherwise, is contiguous with his permanent appointment to said position. Such seniority shall however, not accrue unless the employee shall have satisfactorily discharged his duties for a period of six (6) months following his appointment, which period shall be considered a probationary period. During said probationary period the employee may be disciplined or discharged without recourse under the grievance and arbitration provisions of this Agreement.

Section 2

Seniority shall be deemed to mean such as outlined in Section 1 throughout this Agreement unless otherwise specified.

Section 3

3.1 The Committee shall have sole discretion under law to determine the number and types of positions to be maintained in the bargaining unit, and the number and types of employees to be employed in said bargaining unit.

3.2 If the Committee shall determine that a reduction in the number of custodial employees is necessary or warranted, the selection of custodial employees for layoffs shall be in the inverse order of their seniority within the Dedham school system.

3.3 For the purposes of this Article, the maintenance employees employed in the bargaining unit shall be classified in accordance with the following classifications:

- Electrician
- Plumber
- Carpenter
- HVAC
- General Maintenance Person

If the Committee shall determine that a reduction in the number of employees employed in any of said classifications is necessary or warranted, the selection of employees for layoff from said classification shall be in the inverse order of the seniority of the employees employed in said classification.

For purposes of lay off, all employees with maintenance titles shall be classified in the general maintenance category.

Section 4

4.1 For the purpose of this section, a custodial vacancy shall be a job opening in a custodial position which is caused by promotion, death, retirement, resignation, discharge, layoff, or an

increase or decrease in the custodial manpower in a building.

4.2 Upon the occurrence of a custodial vacancy which the Committee may reasonably expect to continue for not less than sixty (60) days, which the Committee at a regular meeting shall have voted to fill, and for which the requisite budgetary appropriation shall have been made, the following procedure for filling the custodial vacancy shall be implemented where, and to the extent that it is not inconsistent with applicable provisions of Massachusetts General Laws, Chapter 31, and the rules made there under.

4.2.1 Written notice will be sent for posting to each school building. The notice shall identify the custodial vacancy or vacancies, the salary and location thereof, the regular shift pertaining thereto, and any pertinent information as to special qualifications required. The notice shall announce the time and place of the meeting, which the Assistant Superintendent - Business, or his designee, shall conduct with the custodial employees for the purpose of filling the posted custodial vacancy or vacancies in accordance with the procedure, set forth at sub-section 4.2.2 below. Said meeting shall normally be held not earlier than three (3) working days following the date of posting.

4.2.2 At the said meeting, the Assistant Superintendent - Business, or his designee, shall receive and process such bids as may be made orally by any of the custodial employees for the posted custodial vacancy or vacancies.

4.2.3 The Assistant Superintendent - Business, or his designee, shall have the right to reject the bid of any employee whom he considers to be unqualified to fill the posted custodial vacancy or vacancies. If more than one qualified employee shall submit a bid for a posted vacancy, the Assistant Superintendent - Business, or his designee, shall award the vacancy to the bidder whom he considers to be the most qualified. Where the qualifications, experience and ability of the qualified bidders are reasonably equal, the Assistant Superintendent - Business, or his designee, shall give preference to the bidder with the greatest system-wide seniority. A successful bidder shall perform any duties assigned to him within the position in which the vacancy exists. If no employee shall submit a bid, or if no bidder is deemed qualified by the Assistant Superintendent - Business, or his designee, then the Committee may arrange for the performance of the work involved in the vacancy or vacancies by transfer, promotion, outside hire, or other means deemed appropriate.

4.2.4 Neither the Union nor any employee may file a grievance under Article XIII relative to the determination of the Assistant Superintendent, a School Principal, or any of their designees as to whether an employee is unqualified to fill a vacancy or whether an employee is less qualified than any other individual to fill a vacancy.

In the event that an employee cannot attend a bid due to circumstances beyond his control such as snowstorms, vacations, transportation problems, etc., said employee may be allowed to submit a bid by telephone or any other mutually agreed-upon modality.

4.2.5 If, at said meeting, the filling of the posted custodial vacancy or vacancies shall result in the creation of another custodial vacancy or vacancies, then the said resulting vacancy or vacancies shall be filled at the meeting in accordance with the procedure set forth at sub-section B.(2) above.

4.2.6 The parties intend that the procedures set forth at sub-section B(1)-(3), inclusive, hereof, shall be the sole procedures for filling of posted custodial vacancies and of such other custodial vacancies as may result there from. Employees shall have the right to bid for custodial vacancies only in accordance with such procedures.

4.3 The Committee retains the right to hire per diem, temporary, custodial and maintenance staff to cover long-term absences for the duration of medical leaves or workers' compensation injuries. All per diem staff will be properly licensed for the job duties to which they are assigned.

Section 5

For purposes of this Article, the length of service on any employee shall be broken and no prior period or periods of employment with the School Committee shall be counted if such employee:

- A. Quits his employment; or
- B. Is discharged for cause; or
- C. Is absent from work for ten (10) or more consecutive working days without reasonable cause, and fails promptly to respond to a notice to report to work at the time specified by the Superintendent

In the event that an employee is absent from his position due to a prolonged illness or disability, the employee's job will be held open for him for up to the amount of his accumulated sick leave or ninety (90) calendar days, whichever is greater. In the event that an employee exhausts either the greater of his accumulated sick leave or ninety (90) calendar days, the employee will be placed on "Forced Leave of Absence" status for up to but no longer than one hundred twenty (120) calendar days. If the employee is unable to return to work prior to the expiration of the 120 calendar day period of his "Forced Leave of Absence" status, the School Committee reserves the right to assign the employee's position to another worker, however, when the employee is declared fit to return to work, the School Committee will assign him to a substantially equivalent position.

Section 6

There will be one designated "lead custodian" in each elementary school, who will receive additional compensation at the rate of \$1.00 per hour.

ARTICLE XI – VACATIONS

Section 1

Employees covered by this Agreement shall be entitled to paid vacations in accordance with the schedule set forth in Section 2 of this Article. Such vacations shall be granted by the Administration at such time or times as in their opinion will cause the least interference with the performance of the regular work required to be performed by the members covered by this Agreement.

Section 2

All employees covered by this Agreement who acquired vacation status, as indicated below, shall be credited as of July 1st with earned vacation leave with pay not to exceed the following schedule:

<u>Calendar Year Positions</u>	<u>Length of Vacations</u>
For less than One year's service	One working day for each month employed, excluding the months of July & August preceding the date of eligibility for first vacation.
For 1 year's service but less than 5 years of service	2 calendar weeks
For 5 years' service but less than 10 years of service	3 calendar weeks
For 10 years' service but less than 20 years of service	4 calendar weeks
For 20 years' service or more	5 calendar weeks
After 25 years' service	5 calendar weeks, add one (1) vacation day per year until the employee reaches thirty (30) years of service and/or six (6) calendar weeks of vacation
For individuals employed after April 1, 1973	No more than 2 weeks eligible vacation time may be taken during the months of July and August

Section 3

If one of the paid legal holidays as outlined in Section 2 of Article VI of this Agreement falls within an employee's vacation period, such employee's vacation period will be extended for one (1) additional day.

Section 4

All employees shall be provided with their vacation request forms, showing the number of vacation days allotted to them prior to May 1st. All employees will submit their preference for the time of taking their vacation which may include winter and/or spring vacation, and the Administration will give consideration to such preferences consistent with the operation of the buildings and so notify each employee in writing of the acceptance or denial of said request within a reasonable period of time. Filing of vacation request forms need not apply when employees desire a vacation prior to May 1st. Employees may not use vacation time during the last week of August or the first week of September.

Section 5

Seniority in each building shall prevail in regard to preference in choice of vacation time.

Section 6

Up to ten (10) days of vacation may be carried over from one fiscal year to the next. All days carried over must be used by December 31.

Section 7

In the event of a death of an employee all accrued vacation time of said employee shall be paid to his estate.

Section 8

If for some valid reason an employee deems it necessary to change his vacation request, the employee will give proper notice in advance. The Administration will then give consideration to such preferred change consistent with the proper operation of the building.

ARTICLE XII- MISCELLANEOUS

Section 1 - Summer Programs

An effort should be made to schedule schools for summer recreation programs in such a manner whereby the termination time of each daily program shall be no later than 3:15 p.m. The summer

program as a whole shall be scheduled in such a manner whereby it shall terminate no later than two (2) weeks prior to the fall opening of school.

Section 2 - Employee Notices

All official employee notices shall be delivered in writing or electronically within a reasonable time.

Section 3 - List of Union Officers

The Union shall provide the Committee with a list of its officers and authorized Union representatives and shall, as soon as possible, notify the Committee in writing of any changes. Union representatives shall not be recognized by the Committee, except those designated in writing by the Union.

Section 4 - Union Meetings on School Property

Meetings of the Union may be held on school property.

Section 5 - In-Service Training

An institute or an in-service training course for custodians may be held at appropriate times during the school year subject to available funding. Schedules for attendance will be on school time as far as possible. If the Administration shall determine that it is not possible or feasible to conduct said training during school hours, and shall schedule such training after school hours, employees whose attendance at the same is required shall receive equivalent compensatory time off.

Section 6 - Just Cause

No employee shall be disciplined or discharged except for just cause.

Section 7 - Longevity

Longevity payments will be made on August first of each contract year. An employee who will have completed the required years of service for longevity eligibility during any particular contract year will receive the longevity payment on August first of that contract year. For example, an employee who will have completed five years of service at any point during the 2008 – 2009 contract year will be eligible to receive the five year longevity payment effective August 1, 2008. Each regular full-time employee shall receive the following, in addition to his regular compensation. The following longevity increments will be payable each year:

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

Section 8 - Jury Duty

An employee called for jury duty on a workday shall, upon presentation of an appropriate court voucher, be entitled to be paid the difference between the amount of his straight-time wages for the workday, or portion thereof involved, and the amount of his jury duty pay. If the employee's jury duty does not conflict with his regularly scheduled hours of work, he shall report for work as scheduled, except that an employee who normally is scheduled to work in the evenings or nights (i.e. on or after 3:00 p.m.) shall not be required to report to work on any day on which he serves on jury duty. If the employee is excused from jury duty for an entire day, he shall report for work as scheduled.

Section 9 - Personal Days

In each year of this Agreement, an employee shall, on approval by the Assistant Superintendent - Business, be eligible to use three (3) personal days at the employee's regular straight-time pay in order to transact urgent personal, household, or legal business which cannot be transacted outside his regularly scheduled workday. Neither of the two personal days shall be charged to sick leave. Personal days shall not be used to extend a vacation or holiday, unless there are extenuating circumstances and the Assistant Superintendent or his designee has approved the personal day. A request for approval of such leave shall except in an emergency, be filed in writing with the Assistant Superintendent-Business not later than three (3) working days prior to the requested leave and shall specify the reason(s) for the request. There shall be no accumulation of personal days from year-to-year.

Section 10 - Leaves of Absence

Requests for leaves of absence without pay or benefits for up to thirty (30) days will be considered by the Assistant Superintendent – Business, based upon the individual merits and circumstances of such request and operational requirements of the Dedham Public Schools. Any employee granted a

leave or absence under this Section shall not accrue benefits during such leave, except seniority, and at the conclusion of such leave shall be entitled to reinstatement to his former position or to a similar position.

Section 11 - Seniority List

On or about July 1, of each calendar year of this Agreement, the Committee shall provide the Union with a list of all employees in the bargaining unit showing their seniority as computed in accordance with Article X, Section 1.

Section 12 - Licenses Fees

The School committee agrees to pay on an annual basis for the cost of all course work required to obtain licenses required by maintenance staff, as well as the cost of the license, books and guides required to perform the functions of their job. Employees classified as "General Maintenance Persons" are not eligible for reimbursement under this provision since no license is required for the performance of their job duties.

Section 13 - Work Clothes

Each employee shall be entitled to an annual work clothing and footwear allowance as follows:

Work clothing FY18 \$450.00

An annual footwear allowance of \$100 shall be paid by October 1 for footwear.

This allowance shall be used for the purchase of approved work clothes and footwear to be used in the performance of custodial and maintenance duties. Such work clothes and footwear shall be purchased at an accredited store pursuant to a voucher system. One-half the allowance shall be paid on October 1 and one-half the allowance on April 1 provided that all purchases are made within thirty (30) days of such dates. Employees shall be required to wear an identification badge with a photograph. Custodians shall submit receipts and be reimbursed up to the amount indicated for the year in question.

The Association and its members agree that uniforms shall be maintained in a presentable fashion at all times by individual members, and shall be worn by members in the performance of their duties at all times, including details. Custodians shall wear approved work shoes or work boots, Maintenance employees shall wear approved work boots. Bargaining unit members shall not wear sneakers in the performance of their duties. Employees who fail to comply with this requirement shall be subject to discipline.

An employee who is out of work on a leave of absence for the six-month period of January – June will not receive a clothing allowance payment the following October 1. An employee who is out of

work on a leave of absence for the six-month period of July – December will not receive a clothing allowance payment the following April 1.

Section 14 - Mileage to Traveling Custodian

Effective July 1, 1997, any custodian whose normal daily duties involve assignment at different buildings will be reimbursed for travel between buildings during normal work hours at the IRS approved rate currently fifty-hour and one-half cents (As of 1/1/2018) (\$0.545) per mile. Such mileage allowance shall not apply to travel to the custodian's initial daily assignment or from his last daily assignment, during break time or for personal reasons.

Section 15 - Military Training Duty

15.1 An employee whose seniority is six (6) months or more who participates in annual military training duty as a member of the Armed Forces Reserves or the National Guard shall be granted a military pay differential for a period of up to thirteen (13) days annually. Such military pay differential will be the amount by which the employee's normal wages for the period, calculated on the basis of his normal workweek, exceeds any pay received for such military training duty. All pay and allowances with the exception of subsistence and travel allowances, shall be included in determining military duty pay.

15.2 To be eligible for payment under this Section, the employee must notify his supervisor promptly after receipt of his orders to annual military training duty and must furnish a written statement from his commanding officer showing the dates of such duty and the amount of pay received.

Section 16 - Cell Phone Reimbursement

Lead Custodians and elementary school "Custodians in Charge" (i.e. the regularly assigned full-time day custodians 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.

ARTICLE XIII - GRIEVANCE PROCEDURE

The parties recognize that their principal obligation is that of maintaining good relations and serving the best interests of the Town.

Accordingly, it is the intent and purpose of this Agreement to promote orderly collective bargaining and the settlement of all differences or disputes relating to the application, meaning or interpretation of any of the express provisions of this Agreement through use of the following grievance procedure.

Step 1: The employee may with or without a Union Representative take up the grievance with the general foreman, who shall attempt to adjust the matter informally within three (3) working days.

Step 2: If the grievance has not been settled at Step 1, it may be presented in writing by the employee to the Superintendent of Schools, or, in the event of his unavailability, the Assistant Superintendent Business, within seven (7) working days after the answer at Step 1 has been received. The Superintendent of Schools or the Assistant Superintendent - Business shall respond to the Union in writing within seven (7) working days.

Any decision by the Town of Dedham involving the selection of a medical vendor shall not be subject to the grievance procedure.

Step 3: If the grievance has not been settled at Step 2, it may be presented in writing by the Union to the School Committee, within seven (7) working days after the answer at Step 2 has been received. The School Committee shall respond to the Union in writing within thirty (30) working days.

Step 4: Arbitration. Any differences or disputes, which cannot be resolved by the parties in either of the above steps of the grievance procedure, may be submitted within forty-five (45) days after the final answer of the Superintendent to arbitration in accordance with the rules of the American Arbitration Association. The arbitrator shall be without power to modify, alter, add to or subtract from the provisions of this Agreement. The decision of the arbitrator on the merits as aforesaid shall, subject to law, be final and binding on all parties.

The fees of the American Arbitration Association, the fees of the arbitrator, the expenses of the arbitrator, and the costs of the hearing shall be shared equally by the parties, but each party shall bear its own expenses for the presentation of its case.

If at the end of five (5) working days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Step 1 or the procedure set forth herein, the grievance shall be deemed to have been waived. Any grievance in course under such procedure shall also be deemed to have been waived, if the actions to present it to the next level in the procedure shall not have been taken within the time specified therefore.

Any employee may represent a grievance and have the same heard and adjusted without the intervention of the Union provided that the Union shall be afforded the opportunity to be present at any conference and that any adjustment shall not be inconsistent with the terms and provisions of this Agreement.

ARTICLE XIV - AGENCY FEES AND DUES DEDUCTION

Section 1

In accordance with the provisions of M.G.L. c. 150E, 12, the Committee agrees to require as a condition of employment during the life of this Agreement that every employee covered by this Agreement, except those employees who are certified to the Committee by the Union as being members of the Union, pay to the Union on or after the thirtieth day following the beginning of such employment or the effective date of this Agreement or the execution of this Agreement, whichever is later, an agency service fee in an amount equal to the cost of collective bargaining and contract administration. Collection of agency service fees, including the collection of delinquent fees, shall be solely the responsibility of the Union and the Committee shall not be obligated to take any action in regard to the continued employment of any employee delinquent in the payment of the fee. Employees who fail to pay the fee shall not be subject to dismissal or suspension, but the Union may pursue payment through whatever legal means it deems appropriate.

Section 2

The Committee agrees to instruct the Town Treasurer to deduct, as permitted by the General Laws of Massachusetts, from the wages of its employees one set of dues or agency service fee for the Union as said employees individually and voluntarily authorize the Committee to deduct and to transmit the money to the Union. Employee authorization will be in writing on a form provided by the Union.

Section 3

The Union will give the Committee thirty (30) days notice in writing of the change of the rate of its dues or agency service fee.

Section 4

Deductions will be made in equal weekly installments on each payday. Any additions or deletions to the list of authorized deductions must be delivered to the Committee at least two (2) weeks in advance of the date of the payroll distribution.

Section 5

Any employee desiring to have the Committee discontinue deductions he had previously authorized must give the Committee and the Union sixty (60) days notice in writing.

Section 6

The Union shall indemnify, defend and save the Committee harmless against any and all claims,

demands, suits or other forms of liability that may arise out of, or by reason of, any action by the Committee for the purpose of complying with this Article.

ARTICLE XV - ZIPPER CLAUSE

Section 1

This Agreement results from collective bargaining negotiations between the Committee and the Union. The parties acknowledge that, during said negotiations, each had the unlimited right and opportunity to make demands and proposals with respect to the wages, hours, and other terms and conditions of employment of the employees covered by this Agreement, and that the understandings and agreements reached by the parties after the exercise of said right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the sole and entire agreement between the parties, and supersede all prior understandings and agreements by and between the parties, oral or written, express or implied and all practices, privileges, and benefits maintained by the Committee prior to the date of execution of this Agreement.

Section 2

Representatives of the Union and the Committee (not to exceed three representatives each except by mutual agreement), shall meet quarterly during each calendar year, and at such other times as are mutually agreeable, for the purpose of consulting on matters of policy involving the interests of employees within the bargaining unit covered by this Agreement, including safety issues and other matters not covered by this Agreement, which may be subject to bargaining under the law.

ARTICLE XVI - SAVING CLAUSE

Section 1

If any provision of this Agreement is, or shall at any time, be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation between the Committee and the Union.

Section 2

In the event that any provision of this Agreement is, or shall at any time, be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XVII - NO STRIKE/DURATION

Section 1

The Union and the Committee agree that the differences between the parties shall be settled by peaceful means as provided within this Agreement.

The Union and the employees covered by this Agreement in consideration of the value of this Agreement and its terms and conditions agree that they will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties. The School Committee agrees that it will not lock out any of the employees covered by this Agreement during the term of this Agreement.

Section 2

This Agreement shall be in effect as of July 1, 2018, and shall continue in full force and effect until June 30, 2021.

Section 3

If either party hereto intends to modify or terminate the Agreement, it shall, on or before January 1, 2021, give the other party written notice of such intent.

ARTICLE XVIII - BACK SUPPORTS

Back supports shall be provided as needed in each school for heavy lifting based on the following schedule:

One @ each elementary school not to exceed five (5) total;
Two @ Middle School
Three @ High School

Back supports shall be worn anytime a bargaining unit member is performing relevant duties involving the lifting of heavy objects.

ARTICLE XIX - CHILDREN OF NON-RESIDENTS & EMPLOYEES

Children of non-resident employees will be permitted to attend the Dedham Public Schools however; under no circumstances shall children with learning disabilities or children in need of Ch. 766 services be allowed to attend the Dedham Public Schools.

ARTICLE XX – MEDICAL/DENTAL BENEFITS

The Employee's share of the premium for HMO Medical Coverage shall be 20%, respectively.

If dental coverage is provided to any other town employees, the premium shall be paid in full by the employee.

ARTICLE XXI – EMPLOYEE EVALUATIONS

Section 1

In order to ensure maximum efficiency of Custodians/Maintenance employees and to provide and maintain a complete personnel file for all Custodians, the following evaluation procedure for Custodians is agreed upon:

All Custodial and Maintenance employees with less than three (3) years' experience as of November 1st of each school year will be evaluated each year by the Supervisor of Custodian/Maintenance employees and/or the Building Principal in December and April. A copy of the evaluation sheet will be forwarded to the office of the designated representative of the Superintendent and a copy shall be retained on file in the Building Principal's office. Each evaluation report of a Custodian/Maintenance employee shall be signed by the Custodian/Maintenance employees not to indicate that he/she necessarily agrees with the evaluation, but as an indication that he/she has seen it.

Custodian/Maintenance employees employed three (3) years or more as of November 1st of each school year shall be evaluated once per year in March.

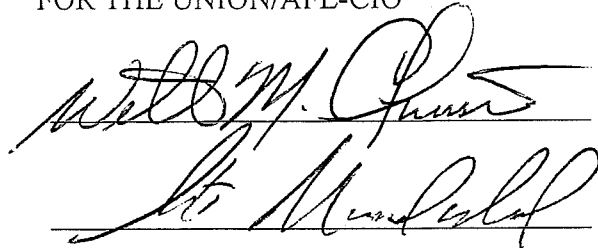
All evaluations of Custodians/Maintenance employees shall be conducted using the agreed-upon performance evaluation tool, which is attached to the agreement at Appendix C. If a Custodian/Maintenance employee disagrees with an evaluation, he/she may respond in writing within ten (10) school days. The evaluator will receive a copy of said response to be signed and the response will then be attached to the evaluation in the personnel file of the Custodian/Maintenance employee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of August, 2019.

DEDHAM SCHOOL COMMITTEE



FOR THE UNION/AFL-CIO



APPENDIX A - SALARY SCHEDULE
Effective July 1, 2018

FY19

	2.0%	Steps	Rate (biweekly)	Hourly Rate	Annual Rate
Custodian		1	1,853.14	23.16	48,181.53
		2	1,903.73	23.80	49,497.05
		3	1,953.50	24.42	50,790.97
		4	2,006.54	25.08	52,170.14
		5	2,113.44	26.42	54,949.38
M.S./H.S. Senior Custodian			2,293.78	28.67	59,638.24
Maintenance		1	2,359.87	29.50	61,356.70
Employee		2	2,425.97	30.32	63,075.26
		3	2,493.70	31.17	64,836.11
		4	2,625.07	32.81	68,251.86
		5	2,677.30	33.47	69,609.73
		6	2,757.26	34.47	71,688.73

Effective July 1, 2019

FY20

	2.0%	Steps	Rate (biweekly)	Hourly Rate	Annual Rate
Custodian		1	1,890.20	23.63	49,145.16
		2	1,941.81	24.27	50,486.99
		3	1,992.57	24.91	51,806.79
		4	2,046.67	25.58	53,213.55
		5	2,155.71	26.95	56,048.37
M.S./H.S. Senior Custodian			2,339.65	29.25	60,831.01
Maintenance		1	2,407.07	30.09	62,583.84
Employee		2	2,474.49	30.93	64,336.77
		3	2,543.57	31.79	66,132.84
		4	2,677.57	33.47	69,616.90
		5	2,730.84	34.14	71,001.92
		6	2,812.40	35.16	73,122.51

Effective July 1, 2020

FY21

	2.0%	Steps	Rate (biweekly)	Hourly Rate	Annual Rate
Custodian		1	1,928.00	24.10	50,128.07
		2	1,980.64	24.76	51,496.73
		3	2,032.42	25.41	52,842.93
		4	2,087.61	26.10	54,277.82
		5	2,198.82	27.49	57,169.33
M.S./H.S. Senior Custodian			2,386.45	29.83	62,047.63
Maintenance		1	2,455.21	30.69	63,835.51
Employee		2	2,523.98	31.55	65,623.50
		3	2,594.44	32.43	67,455.49
		4	2,731.12	34.14	71,009.24
		5	2,785.46	34.82	72,421.96
		6	2,868.65	35.86	74,584.96

APPENDIX B - JOB DESCRIPTIONS

I. Junior Building Custodian

- A. Cleaning of various sections of the building, including corridors, offices, classrooms, toilet areas, auditoriums, gymnasiums, lunchrooms, and any function rooms. Cleaning shall include, without being limited to, vacuuming, sweeping, dusting, washing, stripping, painting, sealing and waxing floors; washing windows, interior and exterior glass, tile, paint, and Venetian blinds; cleaning filters and ventilators; and washing light fixtures and replacing light bulbs.
- B. Keeping check on operation of heating-cooling and ventilating systems, fire alarm systems, emergency light systems, water filtration systems, burglar alarm systems, pneumatic temperature control systems, plumbing systems, and electrical systems, including responsibility for minor repair of the foregoing.
- C. General operation of the building and maintenance of proper heating or cooling temperature.
- D. Securing building at night, and opening and inspecting the building in the morning.
- E. Cutting grass, trimming shrubs, and shoveling snow as required on approaches to the building (not to include parking areas), and watering of landscaped areas, turfing and raking.

II. Senior Building Custodian

General duties include, without being limited to, responsibility for the cleaning, sanitary maintenance, and heating or cooling of a school building, and the care and maintenance of the school grounds; supervision of the work of junior building custodians, participation in the said work as directed or required, and responsibility for the performance of said work in accordance with sanitary standards, and laws pertaining to health and safety; and performance of all related work as required or directed. The foregoing general duties shall include, without being limited to the following:

- A. Supervising and participating in activities such as sweeping, vacuuming, dusting, washing, stripping, sealing, waxing, and polishing as required for the care of floors (asphalt, vinyl, asbestos, concrete, stone, terrazzo), walls (combinations of ceramic tile, brick, cinder block, glazed block and plaster), Venetian blinds, fluorescent, incandescent lights, lavatories, flushes, urinals, and other building furnishings and equipment.

- B. Supervising and participating in activities required for care and maintenance of the building grounds, sidewalks and parking areas, such as the mowing of lawns, requiring the use of power lawn mower, the watering of landscaped areas, turfing, fertilizing, raking, sweeping, clearing grounds and roofs of snow and ice, etc.
- C. Having responsibility for the operation of thermostatically controlled heating and cooling ventilating system, emergency light systems, fire alarm systems, sound clock, intercommunication systems, and vandal alarm systems.
- D. Determining when the equipment is operating incorrectly and notifying the proper repair crews to make the necessary repairs when they cannot be done by the building custodians.
- E. Participating in a complete preventative maintenance program.

II. Maintenance Employee

Duties shall include, without being limited to, work as directed or required in connection with any of the following functions:

Painting, interior and exterior
Plastering and sheet rock
Concrete and black top
Rough and finish carpentry
Masonry, all types
Roofing and flashing
Sheet metal and ironwork
Glazing
Welding and burning -- gas and electric
Fence erection and repair
Resilient and ceramic tile
Rigging and staging
Landscaping
Electrical (all types or every description) high and low voltage
Plumbing (all types of every description (including anything pertaining to heating, cooling or ventilating of buildings)
Clean-up as required to maintain safety and sanitary standards.