

AGREEMENT

Between

UXBRIDGE SCHOOL COMMITTEE

and

UXBRIDGE TEACHERS ASSOCIATION – UNIT B
(CUSTODIANS AND CAFETERIA WORKERS)

~~July 1, 2005 – June 30, 2008~~

July 1, 2008 – June 30, 2011

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PART I

CUSTODIANS AND CAFETERIA WORKERS

This Agreement entered into by the Uxbridge School Committee, hereinafter referred to as the Employer, and the Uxbridge Teachers Association, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union. The establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I
RECOGNITION

- A. The Employer recognizes the Union as the exclusive representative of the following unit of employees for the purpose of collective bargaining:

All custodians including the Group Leaders and all cafeteria employees excluding, however, from said unit the Plant Manager and the Cafeteria Manager.

- B. All other employees, whether professional or nonprofessional, are excluded from the above unit and are not covered by this Agreement.

- C. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining Agreement, or make any Agreement with any such group or organization, for the purpose of undermining the Union.

ARTICLE II
UNION REPRESENTATIVES

A written list of Association officers and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes. Duly elected or appointed delegates and officers of the Uxbridge Teachers Association shall be allowed leave without deduction of pay to attend conventions and executive board meetings of local, state, and national bodies of this Association.

The maximum number of days of leave without deduction of pay which may be taken under this Article shall be six (6) in any contract year (i.e., the period between July 1 of any given year and June 30 of the next following), shall be non-accumulative, and shall be allocated as follows: three (3) such days for one custodian and three (3) such days for one cafeteria employee.

ARTICLE III
NO DISCRIMINATION

Neither the Employer nor the Union shall interfere with, restrain, or coerce any employee in the exercise of any right guaranteed under Massachusetts General Laws, Chapter 150E. The Union shall not interfere with, restrain, or coerce the Employer in the exercise of any right guaranteed under Massachusetts General Laws, Chapter 150E.

ARTICLE IV
ASSOCIATION DUES/AGENCY FEE

The School Committee establishes, as a condition of employment, that any employee who shall not be a member of the Association within thirty (30) days following being hired as an employee of the Uxbridge School Department, shall within the thirty days following pay the employee's agency service fee: such fee shall be 90% of the total local, state and national dues less expenditures for political activities; or authorize the treasurer of the Town of Uxbridge, in writing to deduct the same from such employee's payroll and transmit the sum so deducted to the treasurer of the Association; and failure of the employee to do so shall terminate his/her employment with the Uxbridge Public Schools. Nothing herein shall be construed as forcing an employee to become a member of any bargaining unit member organization.

The Association agrees to indemnify and save the Uxbridge School Department or any other agency of the Town of Uxbridge, including but not limited to the Town Treasurer or any other affected town official or town department, harmless against any and all claims, suits or other liability, including any legal fees and costs related thereto, arising out of the deductions of any agency service fee from an employee's pay or out of application of this article. The Association agrees to assume full responsibility for the disposition of monies so deducted or collected once they have been turned over to the treasurer of the Association, who shall then provide such information to the Town Treasurer as may be required by the Town Treasurer under M.G.L. Ch. 180, Sect. 17G.

Employees shall tender monthly membership dues by signing the authorization of dues form. During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, the Employer agrees to deduct Association membership dues levied in accordance with the by-laws of the Association from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Association along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th of the succeeding month.

It is specifically understood and agreed that the Town of Uxbridge, the Uxbridge School Committee, its officers and Agents, shall be saved harmless for such deductions under this Agreement. For the purpose of this Agreement, the term "harmless" is defined as: "any monies, once transmitted by the Town of Uxbridge, the Uxbridge School Committee and its officers and Agents to the Uxbridge Custodians/Cafeteria Employees Association, MTA/NEA; the Town of Uxbridge, the Uxbridge School Committee and its officers and Agents, are no longer responsible for same."

ARTICLE V
SCOPE OF AGREEMENT AND EMPLOYER RIGHTS

- A. The Employer and the Union agree that each party has exercised its right to bargain for any provision it wished to have included in this Agreement; that if either party has made a proposal not included herein, such proposal has been withdrawn in consideration of the

making of this Agreement; and that this Agreement constitutes a complete Agreement as to all matters upon which the Employer and the Union have or might have bargained.

- B. The Parties agree that the operation of the School Department of Uxbridge, the supervision of the employees and of their work are the rights of the Employer alone. Without limiting the generality of the foregoing, the following rights are exclusively the province of the employer: to make reasonable rules to ensure orderly and effective work; to determine the quantity and types of equipment to be used; to introduce new methods and facilities; to employ outside contractors; to assign and schedule work; to determine what duties will be performed and where they will be performed; to determine employee competency and qualifications; to determine the policies and practices involving or affecting the hiring, promotion, assignment, direction, and transfer of personnel; to take actions necessary to comply with federal or state law, regulations or mandates; to make determinations regarding layoff, and recall of employees; to discipline or discharge employees; to discuss with employees the terms and conditions of their employment, and inform them regarding employment matters; and, in accordance with applicable law, to require the cooperation of all employees in disciplinary investigations, e.g. providing statements or answering questions about job performance or conduct.

The foregoing enumeration of rights shall not be deemed to exclude other rights not specifically set forth. The Employer shall retain all rights not otherwise specifically restricted by this agreement. The failure to exercise any management right shall not be deemed a waiver.

ARTICLE VI **NO STRIKES**

The Union recognizes that it does not have the right to strike against the Employer or to assist or participate in any such strike, or impose a duty or obligation to conduct, assist, or participate in any such strike.

No employee covered by this Agreement shall engage in, induce, or encourage or condone any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, instigate, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith. In consideration of the performance by the Union of its obligations, as outlined above, there shall be no liability on the part of the Union or its officers or agents for any damages resulting from the breach of the Agreements contained in this Article by individual

members of the Union. Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other parties or unions who are not signatories to this Agreement.

ARTICLE VII
GRIEVANCE PROCEDURE

A. The purpose of this Article is to provide an orderly method for the settlement of grievances, which are defined as disputes between the parties over a claimed violation of a specific provision of this Agreement. A grievance may be processed by the aggrieved employee and/or the Union.

B. Grievance Steps

Step 1.

Within five (5) working days after the reason for the grievance has occurred, the grievance shall be reduced to writing and filed with the aggrieved employee's Principal. Within five (5) working days after the filing of the written grievance, the Immediate Supervisor shall meet with aggrieved and respond in writing.

Step 2.

If the grievance has not been settled at Step 1, it may be appealed to Step 2 by filing the written grievance with the Superintendent within five (5) working days of the due date for the answer at Step 1. Within five (5) working days of the filing, the Superintendent shall meet with the aggrieved and respond in writing.

Step 3.

If the grievance is not settled in Step 2, the Association may request a hearing before the School Committee, by submitting a written request, which may include a written summary of the basis of the grievance, to the Superintendent within 10 days of the Step 2 response, or the date such response is due. The Superintendent will present the request to the School Committee in executive session at the next available meeting, and shall communicate the School Committee's decision to the Association in writing within 5 days of the decision. If the decision is a denial of the request, then the Superintendent's written notification of the denial to the Association shall serve as the District's Step 3 response for the purposes of this Article. Should the School Committee agree to hear the grievance, the hearing will held at or before the next available meeting after the meeting at which decision to hear the grievance is made. If the School Committee elects to have a subcommittee hear the grievance, then the hearing shall be scheduled at a time mutually agreeable to the parties. Thereafter, the Committee's written Step 3 response shall be due within 21 days after the hearing.

C. Arbitration

1. If the grievance is not settled in the foregoing steps and it involves the claimed violation of a specific arbitrable provision of this Agreement, then the Association may seek arbitration by filing a written demand for arbitration with the American Arbitration Association within 30 calendar days of the District's answer in Step 3. A copy of the demand shall be delivered to the Committee (through the Superintendent's Office) at the same time.
2. The then current rules and procedures of the American Arbitration Association applicable to voluntary labor arbitration shall apply.
3. The arbitrator's decision will be writing and will set forth his finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to alter, add to, detract from, modify or amend the provisions of this Agreement. The decision of the arbitrator, if it is in compliance with the law and the provisions of this Agreement, shall be final and binding upon the Employer, the Union, and the aggrieved employee.
4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Employer and the Union, but each party shall bear its own expenses for the presentation of its cases. If either party desires a verbatim record of the proceedings, it may cause such record to be made, provided it pays for the record. Copies will be made available to the other party and to the arbitrator on an equal sharing of charges for such record.
5. Grievances involving suspensions will not be subject to this Article. Such appeals are subject to Chapter 71, Section 42D of M.G.L. as amended by the Education Acts of 1993.

C. General Provisions

1. Any step or steps in the grievance procedure, as well as time limits prescribed at each step of the grievance procedure, may be waived by mutual agreement of the parties.
2. Any grievance in course at any step of the grievance procedure shall be deemed to have been waived if the action required to present it to the next step in the grievance procedure shall not have been taken within the time specified therefore.
3. Whenever any grievance in course at any step of the grievance procedure is settled, the settlement shall be reduced to writing, shall be reviewed by the School Committee and the Union and shall be signed by the parties.

4. In the event that an aggrieved employee withdraws his grievance while in course, at any step of the grievance procedure, the decision rendered at the highest step preceding the highest step to which the grievance shall have been presented, shall be final and binding.
5. The failure by the School Committee or its representatives to hold a required meeting or to answer a grievance in course at any step of the grievance procedure within the time limit established for the step involved shall be deemed to be a denial of the grievance.
6. At each step, the School Committee or its representative shall notify the Union of the grievances filed or appealed by an employee on his own behalf and a Union representative shall have the opportunity to be present at all grievance meetings.

ARTICLE VIII **DISCIPLINE**

The Employer may for just cause discipline its employees. In the event that a difference arises between the Employer, the Union, or any employee concerning the existence of “Just Cause” or the interpretation, application or compliance with any provisions of this Agreement, an earnest effort will be made to resolve such difference in accordance with the grievance procedure set forth above.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The steps involved in the discipline of an employee may include an Oral reprimand and/or a Written reprimand. Any disciplinary action taken beyond this step will be at the discretion of the Superintendent of Schools. **Formal written reprimands of employees may, at the discretion of the Superintendent, be removed from said employee’s personnel file, after one full year, contingent upon the following:**

- 1) **No additional reprimands have been issued.**
- 2) **Upon receipt of a written request by said employee for its deletion.**

The Employer shall not discharge any employee covered by this Agreement without just cause during the term of the contract. The Superintendent or Principal, however, still reserve the right of the annual appointments of custodial and cafeteria personnel. If, in any case, the Employer feels that there is just cause for discharge, the employee involved will be suspended for five (5) working days. The employee and his steward will be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the fourth step of the grievance procedure and the matter shall be handled in accordance with the procedure through the arbitration step, if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE IX
JOB POSTING AND BIDDING

The Superintendent and Principal reserve the right to transfer employees to different positions as it deems necessary. Such transfers will only take place after a meeting has been held between the Superintendent of Schools and the person to be transferred and his/her representative. If after the transfer of personnel has taken place, a vacancy exists for a permanent position covered by this Agreement, and if the Principal and Superintendent decide the vacancy needs to be filled, such a vacancy shall be posted in a conspicuous place on all school custodial and cafeteria employees' bulletin boards. The posting will list the pay, shift, and qualifications of the position, and will provide a summary of the expected duties of the position. This notice of vacancy shall remain posted for seven (7) working days. Employees interested shall apply in writing to the Superintendent of Schools within seven (7) working day period. The District will award the position to the most qualified applicant. In the event that applicants are equally qualified, internal applicants will receive preference, with seniority as a tie-breaker. If the successful candidate is a current employee then he/she will be given a 90-day trial and training period in the new position at the applicable rate of pay. If the Employer determines that the employee is not qualified to perform the work, then the employee will return to the previous position and pay.

ARTICLE X
REST PERIODS

All employees' work schedules shall provide for a ten (10) minute rest period during each one half (1/2) shift, the rest period shall be scheduled at the middle of each one half (1/2) shift whenever this is feasible.

ARTICLE XI
JURY LEAVE

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty. An employee excused from jury duty for a day shall report to work.

ARTICLE XII
MILITARY LEAVE

Military Leave shall be granted in accordance with State and Federal Law.

ARTICLE XIII
FAMILY AND MEDICAL LEAVE

Family and Medical Leave shall be granted in accordance with applicable state and federal laws, and School Committee policy. Leaves under the Family and Medical Leave Act (FMLA) and the Massachusetts Maternity Leave Act (MMLA) will run concurrently on a rolling 12-month basis. Family and Medical Leave shall otherwise be administered and governed by a system-wide FMLA policy.

ARTICLE XIV
LABOR MANAGEMENT MEETINGS

Upon request by either party, the Superintendent or designee will meet with representatives of the Association to discuss matters affecting the employment relationship. Meetings will be scheduled at a mutually agreeable time and place, subject to reasonable notice and operational requirements of the District. The request to meet should include an agenda of the matters to be discussed. If the meeting is held during the work hours of any unit member participating in the meeting, the unit member shall attend without loss of pay, unless agreed otherwise.

ARTICLE XV
GROUP INSURANCE

In the event that any employee covered by this Agreement, being eligible therefore, elects to participate in and be covered by any group insurance plan provided by the Town of Uxbridge to its employees under the provisions of Massachusetts General Laws, Chapter 32B, the Employer agrees to pay for each such employee that portion, expressed as a percentage, of the premium for such coverage as **follows: determined by, and as so voted at, the annual town meeting of the Town of Uxbridge**

Contract Year: 2008/09 77.5% Employer / 22.5% Employee
2009/10 75% Employer / 25% Employee
2010/11 75% Employer / 25% Employee

*** Effective July 1, 2008, all new hires will contribute 30% of Health Insurance premium and the employer will contribute 70% of premium.**

The Employer and the Union agree that, if, due to changes in the provisions of Massachusetts General Laws, Chapter 32B, the Town of Uxbridge cannot continue in effect during the term of this Agreement any group insurance plan provided to its employees as of July 1, 1982, the Employer and the Union shall reopen this Agreement for the purpose of entering into further negotiation on the subject matter of this Article.

The School Committee, subject to the approval of the Town of Uxbridge, will provide employees the option of using pretax dollars to pay for the employee's share of health and life insurance subject to the provisions of Chapter 697 of the Act of 1987.

Notwithstanding the settlement of this or any successor agreement, or anything in this agreement to the contrary, the Association agrees that the Town of Uxbridge may engage in midterm decision and/or impact bargaining (as the case may be) directly with the Association in connection with any changes in health insurance (including but not limited to plans, benefits, premium contributions, co-payments, etc.). Such bargaining will not unreasonably delay the implementation of such changes. The Association shall not be obligated to bargain regarding health insurance except as part of bargaining on a town health insurance proposal in which a majority of the town-side bargaining units participate.

ARTICLE XVI
WORKMEN'S COMPENSATION

Any employee when disabled by an accident or injury arising out of his or her employment is entitled to file for benefits under workmen's compensation. Any injury must be immediately reported to the IMMEDIATE SUPERVISOR and the Superintendent. The report of injury shall be completed in triplicate and one copy shall be retained in the employee's personnel file and one copy forwarded to the workmen's compensation agent for the Town of Uxbridge as soon as practicable (see sick leave).

ARTICLE XVII
HEALTH AND SAFETY COMMITTEE CODE

A Health and Safety Committee composed of two representatives of the Union and two supervisory personnel shall be appointed. Said committee shall appoint its own chairman and meet regularly to review safety practices. It may draw up a health and safety code which both parties to this Agreement agree to enforce.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

1. Bulletin Board Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
2. Should any provision of this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

3. No discrimination. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age, as defined by law, and that such persons shall receive the full protection of this Agreement.
4. Access to premises. The Employer agrees to permit Union representatives to enter the school premises at any time for individual discussion of working conditions with employees, provided that care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees. Upon entering a particular school building, such representatives shall go to the principal's office for the purpose of reporting their presence in the building. If such representatives intent to enter a particular school building at a time when the principal's office is normally closed, such representatives shall give advance notice of such intention stating the approximate time of their arrival.
5. In the event an employee reports to his/her place of work at his/her regularly scheduled time and is sent home for lack of work, a Custodian shall be paid for eight (8) hours at the rate at which he would be entitled for his shift. A cafeteria employee would be paid at the regular rate for the hours regularly worked.
6. All new employees shall present the School Committee with an appropriate medical certificate, including a report certify freedom from tuberculosis in a communicable form and a certificate of good health.
7. Nothing in this Agreement shall be interpreted to exclude the use of summer part-time custodial assistants where such usage is "assistance" and not "replacement."
8. No material originating after an employee has been hired which is derogatory will be placed in an employee's personnel file unless he/she has reviewed same. The employee shall sign the material indicating that he/she has read the contents. The employee may attach comments.

ARTICLE XIX
PROBATIONARY PERIOD

All newly hired employees shall be subject to a probationary period of 90 calendar days, during which they may be disciplined or dismissed at the discretion of the employer without recourse to the grievance and arbitration procedures of the agreement. Probationary employees may be assigned to such duties and hours as the employer may determine. Prior to the expiration of an employee's probationary period, the employer may extend the period by 60 days by giving written notice to the employee. Extended absences of five or more consecutive work days, for any reason, shall not count towards the completion of the probationary period.

ARTICLE XX
LONGEVITY

Full time employees will receive additional compensation based upon completed years of continuous service to the District, based upon the following schedule:

Years	Amount
10	\$250
15	\$500
20	\$600
25	\$750

Longevity will be paid in a separate lump sum check in the second payroll of the fiscal year.

ARTICLE XXI
SENIORITY

1. The principle of seniority will govern in cases transfer, preference in assignment to shift work and choice of vacation periods; provided, seniority shall not apply to first shift assignments requiring special maintenance qualifications. In addition, transfers or assignments made for disciplinary reasons, or to address personnel issues that negatively impact the work environment may be made at the discretion of the administration. Final determinations will be made by the Superintendent of Schools.
2. In the event it is necessary to reduce the number of employees in the bargaining unit, the reduction shall be determined by the length of continuous service in the Uxbridge Public Schools as a full time employee [Defined as twenty (20) hours or more]. Employees who work less than twenty hours will be laid off first by seniority. (See paragraphs 4-7).
3. Continuous service does not include breaks in employment due either to voluntary terminations, or to involuntary terminations, or to layoffs.
4. The person with the least seniority within each job classification shall be laid off first. Such employee shall have the right to bump another employee leaving less seniority in a lower job classification. There shall be no bumping between the custodial and cafeteria personnel. Employees will be given thirty (30) days notice prior to their layoff.
5. Refusal to accept a job in a lower classification shall be considered to be a voluntary termination of employment by the employee.

6. Employees who have been laid off, or accepted a position in a lower classification shall be rehired or reinstated first, by seniority, to open positions within their respective classifications. This recall period shall be effective for a period of two (2) years.
7. Refusal to accept a recall offer to a full time position shall be considered voluntary termination of employment by the employee.

ARTICLE XXII
RENEWAL

Should neither party to this Agreement send a notice of termination as described in Article XXIV, Duration of Agreement, this Agreement will be considered to have been automatically renewed for another fiscal year.

ARTICLE XXIII
CHANGES

Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties signatory to the Agreement prior to the thirty (30) days before termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in the article shall preclude the Union or the Employer from modifying any previous proposals during the course of the negotiations.

ARTICLE XXIV
DURATION OF AGREEMENT

This Agreement shall take effect as of **July 1, 2005 2008** and continue in effect through **June 30, 2008 2011**. At the end of the Contract period, either party may terminate this Agreement provided that such termination is transmitted through the registered U.S. mails to the responsible signatories to the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed to.

PART II
CUSTODIANS ONLY

ARTICLE I
HOURS OF WORK

- A. Subject to other provisions of this Article, the shifts shall be designated as follows:
1. First Shift: 6:00 a.m. to 2:00 p.m. or 6:30 a.m. to 2:30 p.m.
 2. Middle Shift: 11:00 a.m. to 7:00 p.m. or 11:30 a.m. to 7:30 p.m. or 12:30 p.m. to 8:30 p.m. or 1:00 p.m. to 9:00 p.m.
 3. Second Shift: 2:30 p.m. to 10:30 p.m. or 3:00 p.m. to 11:00 p.m.
- B. Full time Custodians shall work 8 hours per day which shall include a 30 minute paid lunch, and two 10 minute paid breaks. Full time Custodians will normally work Monday through Friday, 40 hours per week.
- C. The District may assign employees to any shift during school and other vacation periods. Prior to making such a reassignment, the District will solicit volunteers with the required skills, and if there are none, reassign employees with the required skills on a rotating inverse seniority basis.
- D. The District may reassign all middle and second shift employees on no-school (e.g., summer vacation) days to the following schedule: 7:00 a.m. to 3:00 p.m. or 7:30 a.m. to 3:30 p.m. Such an assignment may be made at the District's discretion on a system-wide basis.
- E. On half-days for students, the District, in its discretion, may adjust the schedules of second shift custodians to 12:00 p.m. to 8:00 p.m.
- F. Notwithstanding any other provision of this Article or of this Agreement, the District reserves the right to change starting and ending times of any shift, or add new temporary or permanent shifts, to meet the operational needs of the District occasioned by systemic changes, as long as such a change does not increase the hours of work of affected employees. Such changes will be made with reasonable notice to affected employees. Where appropriate, in the judgment of the District, volunteers or failing that, inverse seniority, will be used to reassign shifts. For the purposes of this Article, "systemic changes" are understood to include, but are not limited to, such things as: increases or decreases in the number or size of buildings, facilities or programs, and changes in school or transportation schedules.

ARTICLE II
CLEAN UP TIME

Employees shall be granted ten (10) minutes personal clean up period prior to the end of each work shift and prior to the start of a lunch break. Work schedules shall be arranged so

employees may take advantage of this provision. The Employer shall make the required facilities available. Employees may not depart school property prior to the end of their scheduled shifts.

ARTICLE III **OVERTIME**

1. Employees covered by this Agreement shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week.
2. All work performed on Sunday shall be paid at the rate of two (2) times the regular rate of pay.
3. Any employee called back to work on the same day, after having completed his/her shift and left his/her place of employment and before his/her next regular scheduled starting time, shall be paid at the rate of time and one-half (1 ½) for all hours worked on recall. He/she shall be guaranteed a minimum of two (2) hours pay at time and one-half.
4. Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek based on rotating seniority. If no Custodian is available, such overtime shall be assigned to other regular Custodians within the school system on the basis of seniority.
5. Overtime involving any outdoor work not on the school building, including all outdoor athletic events shall be assigned to regular Custodians on a rotating basis by seniority.
6. Employees who decline overtime shall sign off on their rotation and then be placed at the bottom of the list. Employees not available to work overtime shall be placed at the bottom of the list.
7. The Superintendent of Schools or Principal, or his/her designee, will determine when overtime is required and the number of hours to be worked. A record of overtime hours worked by each employee shall be posted on each bulletin board monthly. There shall be no discrimination against any employee who declines to work overtime. In the event that regular custodians do not accept the overtime work offered to them, substitutes may be called.
8. If the Employer in approving the use of school facilities by outside groups determines that a Custodian is required for this specific purpose, the rate of compensation for such employee so engaged will be paid at one and one half (1 ½) times his/her regular rate per hour with a minimum of \$30.00.
9. Such overtime work shall be distributed on a rotating basis in the school in which the Custodian is employed.

10. Notwithstanding the above, substitute custodians may be used to cover absences due to sick leave, vacations, and temporary vacancies. A temporary vacancy shall be defined, for the purposes of this Article, as a vacancy not to exceed sixty (60) workdays. During such temporary first shift vacancies, second shift custodians will have first option in filling such temporary vacancies.
11. A list of substitute custodians will be maintained by the Superintendent or his designee. The substitute custodian's hourly rate will be as per School Committee Policy.
12. Custodians called in on a day off for snow removal will be guaranteed a minimum of four hours work at overtime rates.

ARTICLE IV
VACATIONS

A vacation year shall be the period July 1 – June 30 inclusive. Each member shall be credited as of June 30th with vacation leave with pay as follows:

After one year	2 weeks vacation
After three years	3 weeks vacation
After ten years	4 weeks vacation
After twenty years	Two (2) floating holidays granted

Upon termination of employment prior to June 30, no vacation will be paid, except that earned in prior vacation year. Upon termination of employment after June 30, the employee shall be paid all vacation earned. If termination is caused by death, such payment shall be made to the employee's estate on a pro-rated basis.

All custodians shall submit summer vacation requests by May 1. Requests for vacation during the school year will be submitted with two (2) weeks notice and are subject to approval by the Superintendent. Exceptions will be at the sole discretion of the Superintendent of Schools or Principal, or his/her designee. Custodians will apply vacation time to this period. Only one (1) Custodian will be granted vacation time at one time from September 1 – June 30. If a Custodian is entitled to a third or fourth week, he/she shall take it at a time mutually agreed upon by the employee and the Superintendent of Schools or Principal.

Employees with unused vacation at the end of the year may carry over no more than five (5) vacation days into the following contract year.

During a custodian's first year of employment, vacation leave will be prorated on time actually worked.

ARTICLE V
HOLIDAYS

The following shall be considered to be paid holidays for custodial personnel.

New Year's Day	July 4 th	Thanksgiving Day
Washington's Birthday (Monday)	Martin Luther King Jr. Day	Veteran's Day
Patriot's Day (Monday)	Labor Day	Christmas Day
Memorial Day (Monday)	Columbus Day	Good Friday
Day after Thanksgiving		

Two (2) floating holidays upon completion of 20 or more years seniority

Day before Thanksgiving – Partial Holiday (Day shift Custodians may leave at 12:00 noon, Second shift Custodians will work from 12:00 noon to 4:00 PM)

The day before Christmas if school is not in session, or the day before New Year's Day. If school is not in session on the day before Christmas, the Superintendent of Schools shall designate which of the two (2) days shall be considered the paid holiday.

If an employee works on one of the holidays designated above, the employee shall be paid for time worked in the amount of 1½ times his regular rate, with a four (4) hour minimum. Employee shall still receive one day of holiday pay if otherwise eligible to receive it. An employee on a pre-approved vacation, during a week in which a holiday falls, will not be charged a vacation day for taking the holiday off.

The employee must work his last scheduled workday before and his first scheduled workday after the holiday in order to be eligible for holiday pay except when excused by the Superintendent of Schools.

ARTICLE VI
SICK LEAVE AND ABSENCE PROVISIONS

1. Sick leave days are essentially a form of insurance protection for the Custodians and are an inchoate right to compensation that does not vest in the Custodian until he or she has a bona fide sickness or injury preventing him or her from reporting for and performing the duties of his or her job. Sick leave may also be used for medical appointments.
2. Custodians will be credited with eighteen (18) days of sick leave each July 1. Sick leave for custodians hired after July 31 will be prorated during their first year of employment. This plan will cover the personal sickness of the Custodian only. Notwithstanding the foregoing, the custodian may use up to ten (10) accrued sick days per contract year to care for an ill member of the custodian's immediate family as defined in paragraph four (4). Sick days may accumulate to a maximum of ~~140~~ **160** days.
3. After three (3) consecutive days of illness, the Superintendent of Schools will have the discretion to require medical documentation.

4. When the death of a husband, wife, father, mother, grandparent, grandchild, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law or relative living in the household as a member of the family occurs in the family of an employee, such employee shall be granted bereavement and funeral leave of five (5) working days without loss of pay.
5. When the death of a brother-in-law, sister-in-law, uncle or aunt, **niece/nephew** occurs in the family of an employee, such employee shall be granted funeral leave of three (3) working days without loss of pay for the purpose of attending the wake or the funeral of such deceased relative. In the case of other relatives/friends one (1) day of paid leave shall be granted.
6. In each year, the Custodians may be granted up to three (3) days of leave for imperative personal business or legal obligations that normally cannot be attended to outside of work hours. Requests for such leave must be made in writing to the Immediate Supervisor and Superintendent or Principal as soon as possible, but not less than twenty-four (24) hours before such absence occurs except in emergencies. Said requests will state the general nature of the need for such leave, (i.e., medical, legal, bereavement, etc.). Leave under this section may be taken in ½ day increments at the start or end of a work shift.
7. All absences must be reported to the Immediate Supervisor by the absentee as far as possible in advance of the absence.
8. In the case of absence due to an industrial accident, the employer agrees to make up the difference between the employee's regular wages and the amount received from worker's compensation in accordance with the provisions of Chapter 152. Pay granted by the Employer will be subtracted from the employee's sick leave, and will not exceed the employee's total accumulated sick leave.

ARTICLE VII **UNIFORMS**

Coveralls or overalls for unusual work and foul-weather gear will be provided by the School District. This equipment is to remain the property of the School Department. The Employer agrees to provide all material, equipment, tools and license fees required to perform the duties assigned to the employees covered by this Agreement. The School District shall supply uniforms for Custodians and up to \$125 for one pair of black foot wear per year. Custodians shall wear their uniform on all shift/work days. Dungarees and tee shirts are not allowed on school days. If the school has a dress down day for other staff, then custodians may participate, subject to the discretion of the administration.

Black foot wear is to be worn at all times on the job. If a custodian damages his footwear while working, and the administration makes a finding that the damage was done while working for the District, then the District will replace the damaged footwear. Uniforms supplied by the District and worn by the Custodians shall meet the criteria set forth in *Appendix I* to this Agreement.

ARTICLE VIII
SHIFT DIFFERENTIAL

Employees working on the middle or second shifts shall be paid a shift differential of ~~5%~~ **6%** of their hourly rate, including pay for time not worked (paid leave), and during schedule changes (including summer vacation). The differential shall increase to 5½% effective July 1, 2006, and to 6% effective July 1, 2007.

ARTICLE IX
SICK LEAVE BANK

- A. A sick leave bank is hereby established for the benefit of the Custodians covered by this Agreement who have exhausted their annual and accumulated sick leave and who require additional sick leave days to recover from illness. ~~As of July 1, 2002, the Uxbridge Public Schools agrees to credit a total of sixty (60) days to the employee sick leave bank.~~ **As of July 1, 2008, the parties to this Agreement agree to establish a ceiling of 100 sick days in the employee sick leave bank. In order to achieve this ceiling all members of the bargaining unit consent to having one (1) day deducted from their annual sick day allotment during each year of the three year Contract commencing July 1, 2008 and extending through June 20, 2011.**
- B. The sick leave bank shall be administered by a joint committee consisting of three (3) members appointed by the Employer and two (2) members appointed by the Union. Said committee shall meet at such times and places as the members thereof shall mutually agree upon. Said committee shall adopt such rules and regulations, not inconsistent with the provisions of the Article, as it deems desirable and appropriate for the governance and administration of the sick leave bank. The decisions of said committee on any matter pertaining to the sick leave bank shall not be the subject of a grievance under the terms of this Agreement.
- C. The Custodians covered by this Agreement shall contribute, from their unused accumulated sick leave, sick leave days to the sick leave bank as follows.

By no later than July 10 of each year, the Union shall furnish the Employer with a list giving the names of the Custodians who are contributing to the sick leave bank as of July 1 of each year and the number of sick leave days which each Custodian is contributing, and the Employer shall thereupon deduct from the unused accumulated sick leave of each such Custodian the number of sick leave days being contributed. No sick leave days shall be contributed by the Employer to the sick leave bank. The sick leave bank committee shall not allocate sick leave days to custodians covered by this Agreement beyond the number of sick leave days remaining and available in the sick leave bank at any given time. Sick leave days placed in the bank and unused on June 30 of each year shall not accumulate from year to year but shall be credited against the total number of sick leave days which must be contributed to the sick leave bank for the following year.

D. The Custodians covered by this Agreement may be allocated sick leave days from the sick leave bank subject to the following rules and regulations and such additional rules and regulations as may be adopted by the sick leave bank committee pursuant to Paragraph B above:

1. No sick leave days shall be allocated to any Custodian covered by this Agreement unless said Custodian has been employed for a period of at least one (1) year.
2. Applications for sick leave days shall be submitted in writing to the sick leave bank committee through the Superintendent of Schools and shall be accompanied by a doctor's certificate certifying the need for such additional sick leave days and the specific medical reasons therefore. The sick leave bank committee shall have the right to have the Custodian seeking such additional sick leave days examined by a doctor of its own choosing and the cost of said examination shall be paid for by the Employer.

Applications for sick leave days may be submitted by a Custodian covered by this Agreement prior to the date on which said Custodian exhausts all his annual and accumulated sick leave days, but said Custodian may not use any sick leave days allocated to him until and unless he first exhausts all his annual and accumulated sick leave days.

E. Employees who have served in the Uxbridge School Department for a minimum of ten (10) years and who retire will be compensated on a per diem basis for accrued sick leave at the rate of two (2) days for each year of employment up to a maximum of ~~sixty (60)~~ **ninety (90)** days. Payment shall be made within thirty (30) days of the last day of employment in a lump sum payment. In the case of death, such payment will be made to the employee's estate.

ARTICLE X
CUSTODIAL GROUP LEADERS

Custodial Group Leaders assigned to Taft/Good Shepherd Elementary Schools, UHS, and Whitin Middle School will coordinate routine cleaning, maintenance schedules and supply requisitions, and will receive additional pay as indicated below, added to their hourly rate, and included in the calculation of overtime pay.

<u>School</u>	<u>FY 2006</u>	<u>FY 2007</u>	<u>FY 2008</u>
Taft/G.S.	\$2.25	\$2.50	\$2.75
UHS	\$1.95	\$2.10	\$2.25
Whitin	\$1.95	\$2.10	\$2.25

ARTICLE XI

MILEAGE REIMBURSEMENT

~~Twenty two (22) cents/mile will be paid for all authorized travel, including travel between buildings for custodians assigned to more than one (1) building.~~ **The mileage reimbursement rate as established by the IRS will be paid for all authorized travel between buildings for custodians assigned to more than one building.**

ARTICLE XII SPECIAL LICENSES

Employees possessing the necessary license to remove asbestos will receive differential compensation of \$1.00 per hour while engaged in work requiring such a license, with the advance approval of the District.

PART III
CAFETERIA EMPLOYEES ONLY

ARTICLE I
HOURS OF WORK

The starting and ending times of the daily work schedules for cafeteria workers shall be determined and fixed by the Superintendent or Principal and such schedules may be changed from time to time by the Superintendent or Principal to meet changing conditions of operations. All employees shall have a daily lunch period of twenty (20) minutes without pay.

ARTICLE II
OVERTIME

Cafeteria employees will be paid at a rate of one and one half (1 ½) times their regular rate of pay for hours worked in excess of thirty-five (35) hours a week. The Employer agrees that all permanent employees shall be afforded the right to work overtime before any substitute is called whenever feasible.

ARTICLE III
HOLIDAYS

The following shall be considered to be paid holidays for cafeteria personnel:

Columbus Day	Thanksgiving
Christmas	Martin Luther King, Jr. Day
Memorial Day	Veteran's Day
Good Friday	New Year's Day
Two floating holidays for employees with 20 years or more seniority	
One (1) floating holiday for employees with 10 years or more seniority	
Two (2) floating holidays for employees with 20 years or more seniority	

In years in which the cafeteria work year starts before Labor Day, Labor Day will be a paid holiday.

The employee must work her last scheduled workday before and her first scheduled workday after the holiday in order to be eligible for Holiday Pay except when excused by the Superintendent of Schools.

The cafeteria employees are entitled to payment at their regular rate for up to two (2) paid training, equipment and maintenance and/or inventory days. If said days are scheduled during the Christmas, Winter or Spring School Vacation periods, attendance will be voluntary.

ARTICLE IV
SICK LEAVE AND ABSENCE PROVISIONS

1. Sick leave days are essentially a form of insurance protection for Cafeteria Personnel and are an inchoate right to compensation that does not vest in the employee until he or she has a bona fide sickness or injury preventing him or her from reporting for and performing the duties of his or her job.
2. Cafeteria personnel will be credited with ten (10) days of sick leave on the first work day of each school year. Personnel hired after September 30 will be prorated during their first year of employment. Unused sick days may accumulate to a maximum of ~~115~~ **125** days.
3. After three (3) days of absence, a doctor's certificate may be requested.
4. This plan will cover the personal sickness of Cafeteria Personnel only. Notwithstanding the foregoing, the Cafeteria Personnel may use up to ten (10) accrued sick days to care for an ill member of the Cafeteria Personnel's immediate family as defined in paragraph seven (7) below.
5. In each school year, Cafeteria Personnel may be granted up to three (3) days of leave for imperative personal business or legal obligations that normally cannot be attended to outside of school hours. Requests for such leave must be made in writing to the Food Service Director and Superintendent as early as possible, but no less than twenty-four (24) hours before such absence occurs except in emergencies. Employees will be compensated on a per diem basis for any unused personal leave after July 1st of each contract year.

Said requests will state the general nature of the need for such leave, i.e., medical, legal, bereavement, etc. No personal leave will be granted for the sole purpose of extending a holiday or vacation period, nor with respect to days preceding or immediately following a week-end, holiday, or vacation, except with the permission of the Superintendent. Non-emergency medical appointments are to be scheduled outside the workday.

6. Employees who have served in the Uxbridge School Department for a minimum of ten (10) years and who retire shall be compensated on a per diem basis for accrued sick leave at the rate of two (2) days for each year of employment up to a maximum of fifty (50) days. A cap of ~~\$750~~ **\$2500**. will apply to this provision and payment will be made within thirty (30) days after July 1st. In the case of death, such payment shall be made to the employee's estate.

7. All absences must be reported to the Cafeteria Manager no later than the normal time for reporting to duty.
8. In the case of absence, due to an industrial accident, the Employer agrees to make up the difference between the employee's regular wages and the amount received from workmen's compensation in accordance with the provisions of Chapter 152. Pay granted by the Employer will be subtracted from the employee's sick leave, and will not exceed the employee's total accumulated sick leave.
9. When the death of a husband, wife, father, mother, grandparent, grandchild, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law or relative living in the household as a member of the family occurs in the family of an employee, such employee shall be granted bereavement and funeral leave of five (5) working days without loss of pay.
10. When the death of a brother-in-law, sister-in-law, uncle or aunt, **niece/nephew** occurs in the family of an employee, such employee shall be granted funeral leave of three (3) working days without loss of pay for the purpose of attending the wake or the funeral of such deceased relative.
11. When the death of any other relative or friend occurs, one (1) day of leave without loss of pay shall be granted.

ARTICLE V
UNIFORMS

Cafeteria employees shall purchase uniforms and shoes in accordance with Appendix G of this Agreement. The employer may make changes to the uniform requirements contained in Appendix G, after reasonable notice to the Association.

ARTICLE VI
INSERVICE DAYS/CPR TRAINING

One (1) day each year, cafeteria personnel shall attend a training session, which will not last longer than three (3) hours. This training day shall be scheduled on one of the paid release days. (Article III). No additional compensation shall be paid. CPR training may be offered to cafeteria personnel by the Uxbridge School Department on a voluntary basis. Employees who opt to participate in such training shall be compensated at their normal hourly rate

ARTICLE VII
WAGE RATES

- A. Cafeteria Workers will be paid in accordance with the applicable pay schedule in Appendix A to this Agreement.

- B. Employees' initial step placement shall be determined by the District.
- B. A General Worker who substitutes for the Cook Manager (i.e. for one or more full days) will receive the appropriate Cook-Manager rate of pay.

ARTICLE VIII
MILEAGE

~~Twenty two (22) cents/mile will be paid for all authorized travel, including travel between buildings for cafeteria workers assigned to more than one (1) building. The mileage rate established by the IRS will be paid for all authorized travel, including travel between buildings for cafeteria workers assigned to more than one (1) building.~~

ARTICLE IX
TEMPORARY VACANCIES

Long term absences of more than thirty (30) days will be posted as temporary vacancies. Any ripple effect from filling such long-term vacancies will not require additional postings and be filled using substitutes.

ARTICLE X
PRE-SCHOOL PROGRAMS

Cafeteria Workers will be allowed a 10% discount for their children, if enrolled in the Uxbridge Pre-School Program.

ARTICLE XI
BREAK TIME

Bargaining unit members who work 4.5 hours or more per day will be entitled to a total of twenty (20) minutes break time in the course of their work shift. Such break time may be taken in two (2) separate ten (10) minute breaks or in one (1) twenty (20) minute break at the conclusion of the work shift.

ARTICLE XII
CATERING (New Provision in Contract)

Bargaining Unit members may be assigned to perform catering functions during their regularly scheduled work day at their regular rate of pay. Catering beyond the normal work day will be on a voluntary basis and will be compensated at the rate of \$25.00 per hour. If there are multiple workers within a worksite where there is need for catering services beyond the normal work day, the offer will be made on an equitable basis. This will be done by rotating volunteer workers who have signed up for such work, whether accepted or rejected by a worker, a subsequent offer will not be made until all other volunteers have had such an offer.

FOR THE UXBRIDGE SCHOOL
COMMITTEE

FOR THE UXBRIDGE TEACHERS
ASSOCIATION – UNIT B

Date: _____

Date: _____

APPENDIX A
SALARY SCHEDULES

Note: Paychecks will be issued weekly.

CUSTODIANS

7/1/2008 4.0%		7/1/2009 4.0%		7/1/2010 4.0%	
<u>Step</u>	<u>Wage</u>	<u>Step</u>	<u>Wage</u>	<u>Step</u>	<u>Wage</u>
1	\$14.51	1	\$15.09	1	\$15.69
2	\$17.34	2	\$18.03	2	\$18.75
3	\$18.04	3	\$18.77	3	\$19.52
4	\$19.91	4	\$20.70	4	\$21.53

CAFETERIA

7/1/2008 4.0%		Cook Manager		7/1/2009 4.0%		Cook Manager	
<u>Step</u>	<u>Wage</u>	<u>Step</u>	<u>Wage</u>	<u>Step</u>	<u>Wage</u>	<u>Step</u>	<u>Wage</u>
1	\$6.82	1	\$10.29	1	\$7.10	1	\$10.70
2	\$7.34	2	\$10.85	2	\$7.64	2	\$11.28
3	\$8.80	3	\$11.74	3	\$9.15	3	\$12.21
4	\$10.28	4	\$12.46	4	\$10.69	4	\$12.96
5	\$12.11	5	\$13.92	5	\$12.59	5	\$14.47
6	\$12.98	6	\$14.84	6	\$13.50	6	\$15.43

7/1/2010 4.0%		Cook Manager	
<u>Step</u>	<u>Wage</u>	<u>Step</u>	<u>Wage</u>
1	\$7.38	1	\$11.12
2	\$7.94	2	\$11.73
3	\$9.52	3	\$12.70
4	\$11.11	4	\$13.48
5	\$13.09	5	\$15.05
6	\$14.04	6	\$16.05

APPENDIX B

CUSTODIANS

DUTIES

- A. The first duty of the custodian is to comply with the instructions of the Plant Manager, Principal and Superintendent of Schools.
- B. The following duties shall be performed:
 - 1. See that the entire building is properly cleaned, dusted, and sanitized each day, including such facilities as drinking fountains, sinks, handrails, and doors. Rooms used for lunches, including kitchens, are to be taken care of immediately after use.
 - 2. See that toilet and shower room areas and facilities are clean and sanitary at all times.
 - 3. Clean all chalk trays and empty wastebaskets daily.
 - 4. See that paper towels, soap, toilet tissue, etc. are available in their proper dispensers at all times.
 - 5. See that all floors are washed and treated with a proper finish (wax, sealer, etc.) as needed and/or directed by the Plant Manager.
 - 6. Chemically clean and treat all drains with proper materials as needed.
 - 7. Wash and wax all areas of heavy traffic as often as required.
 - 8. Replace light bulbs and fluorescent tubes, as needed, throughout the building.
 - 9. Assist in loading, unloading, and moving furniture, supplies, equipment and other items as directed.
 - 10. See that books, equipment, and supplies are properly maintained and stored.
 - 11. Lubricate equipment as needed or directed.
 - 12. Replace inside and outside (where safe to do so) lights or glass as directed.
 - 13. Clean heating units and replace filters as necessary.
 - 14. Operate emergency equipment when necessary.
 - 15. Keep school grounds, sidewalks, and steps free from refuse at all times.

16. Clean windows as directed.
17. Punch boiler tubes once a year.
18. Keep the boiler room in neat order at all times, free from wastepaper and other debris.
19. Look for and report conditions in the building including equipment that need attention and/or repairs. Attend to or repair those which are of a minor nature, and report to the Group Leader those which require special knowledge or skills.
20. Do such painting and refinishing as directed.
21. Send orders for fuel and supplies to Plant Manager before exhaustion of fuel and supplies on hand.
22. Operate boilers as directed.
23. Take every precaution towards fire protection, keeping all outside doors free for egress at all times, seeing that doors leading to fire escapes are always unlocked during school hours. Testing fire gongs and bells once a month, not allowing rubbish to accumulate in building.
24. See that the United States flag shall be displayed outside every school day, weather permitting. The flag shall be displayed at half-mast on instruction from supervisors listed in Paragraph A above. Proper flag etiquette is to be observed.
25. See that all doors and windows are locked before leaving at night.
26. Confine employment to school duties during regularly scheduled hours of employment.
27. Perform all other reasonable duties, which are not in violation of this Agreement, relating to the school yards or building as the Superintendent of Schools or Plant Manager may direct.

APPENDIX C

CUSTODIANS

Title: Custodian - **Twenty (20) hour permanent part-time**

Reports to: Group Leader

Duties:

1. Building cleaned, dusted, and sanitized daily.
2. All kitchens and cafeterias cleaned daily (including barrels and baskets).
3. Sanitize toilets and shower rooms daily.
4. Clean chalk trays daily.
5. Empty wastebaskets daily.
6. Installation of paper and sanitary products as needed.
7. Floors: dry mopped daily, wet mopped weekly and waxed as scheduled.
8. Clean drains as needed.
9. Replace light bulbs as needed.
10. Assist in loading, unloading, and moving as directed.
11. Operate emergency equipment as directed.
12. Keep all grounds, sidewalks, and steps free from refuse and litter.
13. Performs snow removal as directed.
14. Clean windows as needed.
15. Work rooms/storage rooms kept in a neat and orderly fashion.
16. Report conditions needing attention to the Group Leader.
17. Order supplies from the Group Leader.

18. Operate HVAC as directed.
19. Fire protection systems operated as directed.
20. Flag displayed as directed.
21. Secure buildings as directed.
22. Confine employment time to school duties.
23. Perform other reasonable duties as assigned by the Group Leader.

**APPENDIX D
EVALUATION PROCEDURE
UXBRIDGE PUBLIC SCHOOLS
CUSTODIAN EVALUATION**

Employee's Name _____ Date _____

E.E. – Exceeds Expectations
M.E. – Meets Expectations
N.I. – Needs Improvement

E.E.	M.E.	N.I.	Work Description	Comments/Improvement Plan
------	------	------	------------------	------------------------------

General Cleaning Duties:

Maintenance/Related Duties:

Attitude Towards Work:

Time Efficiency:

Evaluator: _____ Date: _____

Employee: _____ Date: _____

APPENDIX E
CUSTODIANS
UNIFORMS

All uniforms shall fit the following criteria:

1. Shirts shall be light blue, either solid or striped.
2. Pants shall be dark blue (jeans are not acceptable)
3. Standard uniform quantities are as follows:
 - 3.1 (3) pants
 - 3.2 (4) shirts
 - 3.3 (3) tee shirts (summer only)
 - 3.4 (1) sweat shirt, dark blue

The employer will provide the initial issuance of clothing to employees and will provide for replacement twice during each contract year, as needed.

All uniforms are to be worn only performing work for Uxbridge Public Schools. Any uniform damaged or in need of replacement due to being worn for any purpose other than during the performance of duties for Uxbridge Public Schools shall become the sole responsibility of the wearer (i.e. doing yard work, changing oil in personal vehicles, etc.).

APPENDIX F
CAFETERIA WORKERS
DUTIES

General Cafeteria Worker:

- A. The first duty of the cafeteria worker is to comply with the instructions of the Cook Manager, Food Service Director, Principal and Superintendent of Schools.
- B. The following shall be performed:
 - 1. Assist in the preparation and service of food in a quick and pleasant manner.
 - 2. Assume responsibility for replenishment of foods offered during the meal service periods.
 - 3. Assist in daily cleaning of all kitchen areas, and washing and sterilizing of all service areas.
 - 4. Clean kitchen equipment and storerooms at regularly scheduled intervals as designated by the Cook Manager.
 - 5. Assume responsibility for storage and/or disposal of unused foods.
 - 6. Assist Cook Manager in performing duties of a cashier.
 - 7. Other reasonable duties relating to the above-mentioned title as assigned by the Cook Manager or Food Service Director.

Cook Manager:

- A. The Cook Manager shall perform all the duties of the general worker listed above.
- B. In addition, the Cook Manager shall have the following responsibilities.
 - 1. Supervise and instruct kitchen personnel in the safe, proper, and efficient use of all kitchen equipment.
 - 2. Maintain the highest standards of safety and cleanliness in the kitchen.
 - 3. Check food shipments into the school, signing invoices only after each order has been verified.
 - 4. Determine the quantities of each food to be prepared daily.

5. Prepare food according to a planned menu and test, uniform recipes, and determine if the finished product is of best quality both in flavor and appearance before it is served.
6. Record all food requisitions from the storeroom, and record all meals served, designating with or without milk.
7. Oversee the storeroom and the maintaining of a correct monthly inventory.
8. Prepare and forward requisitions for food and kitchen supplies to the Cafeteria Manager.
9. Report to the Cafeteria Manager problems which cannot be resolved by the Cook Manager. Accidents occurring in the kitchen or the cafeteria premises must be reported to the building principal.
10. Confer with the Cafeteria Manager regarding personnel problems.
11. Report to the Cafeteria Manager any faulty or inferior quality food which is received.
12. Supervise the daily cleaning of all kitchen equipment and the washing and sterilizing of all dishes, silverware, and utensils.
13. Maintain a daily record of cash receipts which shall be accumulated on a monthly basis and forwarded directly to the Superintendent of Schools. Daily entries in the record must agree with amounts forwarded for deposit.
14. Other reasonable duties relating to the above-mentioned title as assigned by the Cafeteria Manager, Superintendent or Principal.
15. Call in substitute workers as needed, in the judgment of the administration.

APPENDIX G

CAFETERIA UNIFORMS

~~GUIDELINES & POLICY ON UNIFORM PURCHASES~~

- ~~1. Employees will be allowed to purchase four (4) uniform pants per year. The district will reimburse each employee a maximum of \$25.00 per pair with the submission of an original receipt. The difference in purchases beyond the \$25.00 price will be assumed by the employee.~~
- ~~2. Four (4) Logo uniform tops will be purchased and supplied by the district each year per employee. The Food Services Director will have final approval on uniform color, excluding the color black. Logo tops may be either polo type or round neck.~~
- ~~3. Each employee will be reimbursed for two pairs of shoes/sneakers annually up to a maximum of \$90.00 annually. Receipts may be submitted in September and January only.~~
- ~~4. No sweatpants shorts or skirts are allowed.~~
- ~~5. Hair covering, such as hairnets, hats or visors are mandatory and will be provided by the district. Employees may select the type of hair covering they wish to wear.~~
- ~~6. Employees are permitted to participate in staff "Dress Down Days". Uniforms are not required on days when school is not in session, such as set up or shut down days.~~

The District agrees to provide three (3) uniforms per year for cafeteria workers, the cost of which is not to exceed \$37.50 per uniform. The District additionally agrees to assume the cost of any shipping fees for uniforms.

