



SOUTHERN LEHIGH SCHOOL DISTRICT

5775 Main Street
Center Valley, Pennsylvania 18034

WAGE & BENEFIT POLICY For HEAD CUSTODIANS

2013-2016

HEAD CUSTODIANS
WAGE & BENEFIT POLICY

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HEAD CUSTODIANS WAGE & BENEFIT POLICY

I. DURATION OF POLICY

This Policy shall be effective as of July 1, 2013, and remain in full force and effect through June 30, 2016.

II. COVERED CLASSIFICATIONS

This policy shall cover the position of Head Custodian.

III. HOURS OF WORK

The work week for all Head Custodians will begin at 12:00 am Sunday and end at 11:59 pm Saturday.

Work days for Head Custodians shall consist of 8 hours, with a 30-minute unpaid lunch and two (2) 10-minute breaks.

(a) Overtime

All authorized hours worked in excess of eight (8) hours per day or (40) hours per week, shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate.

(b) Call-In Pay

When a Head Custodian is required to report to work for an emergency call in, he or she shall be paid for a minimum of two (2) hours. Overtime may apply as outlined in section III.a. In any case, the employee is guaranteed two hour's work when required to report for an emergency call-in. This provision does not apply to inclement weather overtime situations.

(c) Hours Limitations

At no time will any employee included as a party to this Policy be scheduled or allowed to accept multiple positions within the District such that their total hours per week would regularly exceed 40.

IV. COMPLAINT PROCEDURE

Recognizing that reconciliation of complaints is in the best interests of the school children and the general public served by both the employer and the Head Custodians, all

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complaints which may arise out of the interpretation of the provisions of this policy and the conditions of work specified herein shall be resolved as expeditiously as possible in accordance with the following procedure.

Step 1. Any Head Custodian initiating a complaint shall present the complaint to the Director of Support Services or his/her designee within ten (10) school business days of the alleged problem or occurrence. The Director of Support Services or his/her designee shall reply to the Head Custodian within ten (10) school business days after receipt of the complaint.

Step 2. If the complaint is not resolved by Step 1 to the satisfaction of the employee, he/she shall present the complaint to the Director of Support Services or his/her designee in writing within ten (10) school business days of the Director of Support Services' answer. The Director of Support Services or his/her designee shall reply in writing to the Head Custodian within ten (10) school business days after receipt of the complaint.

Step 3. If not satisfied with the answer received in Step 2, the Head Custodian may request a meeting with the Superintendent or his/her designated representative within ten (10) school business days following the written reply. The Superintendent or his/her designated representative shall meet with the complainant and provide a written answer to the Head Custodian within (10) school business days after the meeting.

Step 4. If the complaint is not resolved by Step 3 to the satisfaction of the Head Custodian, the complaint may be referred to the Board of Education at its first regular meeting occurring ten (10) school business days or more following the Superintendent's written reply by written request of the complainant. The Board of Education shall provide a written reply to the Head Custodian within ten (10) school business days following the meeting at which the complaint has been referred.

Extensions to the time periods above may be mutually agreed upon.

V. (Reserved)

VI. WAGES

WAGES - PER HOUR¹

Head Custodians:

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| Assigned Location | 7/1/2013 | 7/1/2014 | 7/1/2015 |
|---------------------|-------------------|----------|----------|
| High School | \$27.10 - \$29.97 | | |
| Middle School | \$25.88 - \$28.72 | | |
| Intermediate School | \$25.88 - \$28.72 | | |
| Elementary School | \$24.08 - \$26.95 | | |

¹ exact hourly wage rate to be determined by the Board based upon skills and experience of the individual.

Full-time Head Custodians who have worked thirty years in the District shall receive a one-time stipend of \$1000. The stipend shall be paid immediately after attaining the years of service.

With the exception of extraordinary circumstances, it is understood that the hourly rate paid to an individual as Head Custodian shall not be less than the hourly rate they were/would be earning in an immediately preceding custodial or head custodial position in the district.

(a) Special Qualifications

In situations where the District requires an employee to maintain a special license, certificate or skills set that is outside the normal accepted parameters of their job, that employee shall be compensated for such a consideration by the increase of their hourly wage such that the Head Custodian's pay would be increased by \$1.00 per hour while holding the required license, certificate or skills set and while the license, etc. is in use. Such licenses, skills sets or certificates may include, for example, plumbing training, small engine repair training, water/sewage plant operation, and other specialized training which is designated and required by the District.

Those employees who are required to substitute for primary licensees (and who must possess a current license to do so) will have their hourly rate increased by an amount equal to ½ the amount specified above while holding the required license, certificate or skills set.

(b) Temporary Assignments

Any regular employee designated and assigned as a Head Custodian by the Director of Support Services or his/her designee shall receive their regular rate of pay for the first five (5) working days of that assignment. If the assignment lasts more than five (5)

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working days, the employee assigned shall be compensated at the lowest Head Custodian rate appropriate to the building/assignment as listed in VI above.

An employee who moves into a temporary assignment involving special qualifications as previously detailed under Section VI.(a) will be paid the lowest Head Custodian rate appropriate to the building/assignment as listed in VI above along with the continuation of the additional \$0.50 per hour they receive for holding the required license, certificate or skills set.

VII. PAID TIME OFF

Supervisory approval is required for the scheduling of vacation and personal days, especially those requested immediately before and after a holiday.

Under no circumstances may an employee exceed 100% of regular pay while using accrued paid time off.

For purposes of this policy, an active employee is an employee who is not on an unpaid leave of absence, workers compensation or disability.

(a) Holidays

Active Head Custodians shall receive the following paid holidays:

| Holiday | Date Observed 2013-2014 | Date Observed 2014-2015 | Date Observed 2015-2016 |
|---------------------------|----------------------------|----------------------------|----------------------------|
| Independence Day | July 4, 2013 | July 4, 2014 | July 3, 2015 |
| Labor Day | September 2, 2013 | September 1, 2014 | September 7, 2015 |
| Thanksgiving | November 28, 2013 | November 27, 2014 | November 26, 2015 |
| Day after Thanksgiving | November 29, 2013 | November 28, 2014 | November 27, 2015 |
| Monday after Thanksgiving | December 2, 2013 | December 1, 2014 | November 20, 2015 |
| Christmas Eve | December 24, 2013 | December 24, 2014 | December 24, 2015 |
| Christmas Day | December 25, 2013 | December 25, 2014 | December 25, 2015 |

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| Holiday | Date Observed 2013-2014 | Date Observed 2014-2015 | Date Observed 2015-2016 |
|--|----------------------------|----------------------------|----------------------------|
| Day Between Christmas and New Years Eve during each of the school years: to be announced by the District | | | |
| New Year's Eve | December 31, 2013 | December 31, 2014 | December 31, 2015 |
| New Year's Day | January 1, 2014 | January 1, 2015 | January 1, 2016 |
| President's Day (Fri.) | February 14, 2014 | February 13, 2015 | February 12, 2016 |
| President's Day (Mon.) | February 17, 2014 | February 16, 2015 | February 15, 2016 |
| Good Friday | April 18, 2014 | April 3, 2015 | March 25, 2016 |
| Easter Monday | April 21, 2014 | April 6, 2015 | March 28, 2016 |
| Memorial Day | May 26, 2014 | May 25, 2015 | May 30, 2016 |
| Floater (Employee's Choice) *must be taken in a full day increment | | | |

These days are subject to change by the employer based upon the school calendar and events necessitating the alteration of the school calendar or work schedule. Examples may include, but are not limited to, inclement weather and use of facilities by school and non-school groups.

Any Head Custodian who is absent without leave or reasonable excuse either on the work day before or the workday following a holiday will forfeit the holiday pay.

Any employee who is on an unpaid leave of absence, workers compensation, or disability leave will forfeit the holiday pay.

A holiday shall be paid at the rate of eight (8) times the Head Custodian's regular hourly rate.

If a Head Custodian is required to work on a holiday, the Head Custodian shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate for the actual hours worked plus holiday pay at the employee's regular hourly rate times their regularly scheduled hours per day. Upon mutual consent of both parties, the employee

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may opt to be given time off from another scheduled workday(s) that is equal to one and one-half (1½) times the number of hours actually worked on the holiday rather than receive payment for the time worked.

(b) Vacation

Active Head Custodians shall be granted vacation for the fiscal year in which hired as follows:

| Month of Hire | Vacation Days Granted for fiscal year in which hired |
|-------------------|--|
| July/August | 10 days |
| September/October | 8 days |
| November/December | 6 days |
| January/February | 4 days |
| March/April | 2 days |
| May/June | 0 days |

At the beginning of each year (July 1st), the vacation granted for the fiscal year will be as follows:

| Completed Fiscal Years of Service as of June 30th | Number of Vacation Days Granted July 1st |
|---|--|
| 2 years or less | 10 days |
| 3 years | 11 days |
| 4 years | 12 days |
| 5 years | 13 days |
| 6 years | 14 days |
| 7 years | 15 days |
| 10 years | 16 days |
| 11 years | 17 days |
| 12 years | 18 days |
| 13 years | 19 days |

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| | |
|--|---|
| Completed Fiscal Years of Service as of June 30th | Number of Vacation Days Granted July 1st |
| 14 or more years | 20 days |

A vacation day shall be paid at the rate of eight (8) times the Head Custodian's regular hourly rate.

No vacation days will be granted during the first 30 days of employment.

Employees shall be able to carry up to two (2) vacation days into the following year. Up to 2 days will be carried over automatically. Carryover days must be taken by October 1 of the following year.

(c) Personal Days

At the beginning of each fiscal year each active Head Custodian shall receive two (2) personal days of absence without loss of pay. These days will be pro-rated for those commencing employment during the school year.

If unused, such days shall be cumulative from year to year. No more than five (5) days may be taken in any year. Requests for personal days are to be submitted to supervision via the employee portal at least 24 hours in advance.

(d) Emergency Days – An active Head Custodian, during the course of the school year, may be eligible for up to two (2) emergency days of leave without loss of salary. For the purpose of this clause, the day will begin at 8:00 p.m. preceding the workday for which the emergency day is being used.

An emergency day is a day upon which some unforeseen happening occurs which calls for immediate action such as, but not limited to, (a) immediate family illness requiring hospitalization or doctor's care, (b) accidents occurring either personally or within the immediate family, (c) fire, (d) flood or any other unforeseen happening which can be construed as an emergency. Immediate family is defined, for the purposes of (a) and (b) of this paragraph, as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, grandparent, near relative who resides in the same household, or any person with whom the employee has made his/her home. As emergencies cannot be predicted prior to their occurrence, it shall be the responsibility of the employee involved to forward the request for the emergency day's leave to the district superintendent via the

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employee portal for approval within five (5) school days, stating therein the reason for the absence.

(e) Sick Leave

An active Head Custodian will be granted 12 days sick leave per year with unlimited accumulation to be used for either personal or family illness. If not used these days will accumulate and may be used for personal illness in successive years.

For the purposes of this section, family members are limited to father, mother, husband, wife, son, daughter, or other person who resides in the same household as the employee.

The employer may require a signed doctor's excuse for sick leave absences at any time.

On the third day of absence, an employee must contact the Human Resources Administrator by telephone at 610-282-3121 x5215 or leave him/her a message.

The use of five (5) consecutive sick leave days will automatically require submission of a doctor's excuse to return to work.

(f) Bereavement/Funeral Leave

Whenever an active Head Custodian shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in the wages of said employee for an absence not in excess of five (5) consecutive workdays to arrange, to attend, and/or to travel to the funeral or memorial services within a period of ten (10) days of the death. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandmother, grandfather, grandchild, near relative who resides in the same household, or any person with whom the employee was living at the time of death.

Whenever an active Head Custodian shall be absent from duty because of death of a near relative of said employee, there shall be no deduction in the wages of said employee for an absence not to exceed two (2) consecutive workdays to arrange, to attend, and/or to travel to the funeral or memorial services within a period of ten (10) days of the death. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Employees may be required to submit documentation of these incidents for payroll purposes.

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VIII. UNPAID TIME OFF

Childrearing Leave

The Employer shall grant unpaid Childrearing Leave to any Head Custodian in accordance with the provisions of the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964, as amended, and other applicable state and federal laws and/or regulations. A verifying physician's statement shall be required by the Employer and must be attached to the employee's written request for childrearing leave. The Employer, at its expense, will provide the employee on Childrearing Leave, subject to the approval and limitations of the insurance carriers, continued coverage of term life and medical insurance benefits through the end of the month during which childbearing disability ends.

The Employer shall grant unpaid Childrearing Leave to any Head Custodian for up to six (6) months. Childrearing Leave will commence on the day following the end of the disability related to the pregnancy period or, in the case of adoption, on the day of adoption. The Employer will, subject to the approval and limitations of the carrier, maintain the employee on childrearing leave in the insurance groups for term life insurance and medical insurances provided that the employee remits to the Business Office the amount of the billing for the employee's coverage within thirty (30) days of receipt of said bill. Failure to remit such payments in a timely fashion may result in loss of coverage.

The employee shall notify the Superintendent, in writing, of their intention to return to work. In case of childbirth such notification must be submitted immediately upon release to return to work by the physician. In case of adoption the employee must notify the Superintendent, in writing, of their intention to return to work within sixty (60) days from the date of adoption.

IX. INSURANCE BENEFITS

All benefits in each category of this section will be paid according to the terms of the insurance contract in force at the time of the claim.

(a) Life Insurance

Head Custodians shall be covered by a death benefit of \$50,000 with \$50,000 additional accidental death and dismemberment protection without cost to the employee.

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If an employee is over age 70 on the effective date of his insurance, the amount of life insurance and the Accidental Death and Dismemberment Insurance for such employee shall be 50% of the amount for which he would otherwise be eligible in accordance with this schedule.

For an employee under age 70, the amount of Life Insurance and the Accidental Death and Dismemberment Insurance shall be reduced by 50% upon attainment of his 70th birthday.

(b) Health Insurance

For Head Custodians regularly working 30 hours per week or more, the Employer shall offer a benefit package including hospitalization, medical-surgical, major medical, dental, and prescription drug coverage, subject to the applicable employee premium contribution provision in Section IX.(g). The employer may also offer a managed care Plan. Employees and their eligible dependents (as defined in the current plans) may be covered.

The major medical plan shall have unlimited coverage with a disappearing co-insurance provision at \$2,000, and a \$250/\$500 deductible.

Election of any change in dependent coverage shall be made in writing during the District's open enrollment period each year, or within thirty (30) days of any qualifying event.

(c) Dental Insurance

The Employer shall offer a dental plan to Head Custodians.

(d) Disability Insurance

Head Custodians who become sick and disabled, or who become disabled as a result of an accident shall, beginning with the thirty-first (31st) day of disability as defined in the insurance plan selected by the employer, or the cessation of accumulated sick leave, whichever occurs later, be entitled to the sum of sixty per cent (60%) of their monthly wages up to a maximum of two thousand dollars (\$2,000) per month while totally disabled, with a maximum benefit period in accordance with the plan document.

The above coverage shall be subject to the limitations of the insurance policy chosen by the Board of Education.

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(e) Vision Care Program

The Employer shall make available a vision care program, which provides coverage for active employees **only (expenses for dependents are not covered)**. An employee may be reimbursed up to \$390.00 **over the term** of this policy for an examination by a licensed vision care practitioner or for a change of frames or lenses. Reimbursement shall be made subsequent to the submission to the Business Office of a **detailed, paid** receipt for the **eligible expenses**.

Once an employee has been reimbursed a total of \$390.00 for the costs of exams, glasses, and/or frames, the employee shall not be entitled to any additional reimbursement for such purchases for the balance of the term of this Policy. In order to be reimbursed for vision care, all receipts must be turned in to the Business Office while the employee is actively employed by the District, **and** no later than one year from the date of vision care.

(f) Prescription Plan

Employees participating in the medical plan shall be eligible to participate in the prescription drug program, which shall contain a \$30.00 brand name / \$5.00 generic point of service co-pay, and a \$60.00 brand name / \$10.00 generic mail order co-pay, for the period from July 1, 2013 through June 30, 2016.

(g) Employee Contributions to Benefit Premiums

For the period from July 1, 2013 through June 30, 2016, employees electing coverage shall be required to contribute toward that coverage on a monthly basis **through payroll deduction** as follows:

| | |
|------------------------|---------------------------|
| <u>Single coverage</u> | <u>Dependent coverage</u> |
| \$16.00 | \$50.00 |

Deductions from payroll will be made the first two pays of each month. In a month with three (3) pays, no deduction will be made from the third pay of the month.

(h) Training

The Board will set aside a portion of the Superintendent's budget under his/her control for training for all classified employees. There will be a \$500 per-person limit annually. **Reimbursement of** payment will be limited to those activities characterized as training

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activities. Community college courses that are pre-approved by the Superintendent and directly applicable to the employee's current job responsibilities may be included.

X. SEVERANCE BENEFITS

Upon retirement a Head Custodian shall receive severance pay in the amount of thirty dollars (\$30.00) per day for all unused sick leave, subject to the following conditions:

- 1) The employee will have completed fifteen (15) years of service within the district.
- 2) The employee shall have applied for and have been accepted by the Public School Employees' Retirement Board for payment of retirement allowance.

Payment shall be made as an employer contribution into a 403(b) tax-sheltered annuity account, in accordance with IRC Section 403(b)(3). This account shall be established by the eligible Employee from the list of plans available from the District, prior to the District contribution. Failure to establish an account will result in forfeiture of the benefit. All Employees who have accumulated less than one thousand (\$1,000.00) dollars will receive cash compensation, and all others will receive the benefit in the form of a non-elective employer contribution to the employee's 403(b) account.

Payment of said severance pay will be made during the month of July following retirement, or no later than one month after the last day of employment, provided notice is given by April 1. If notice is given after April 1, payment will be made during the month of December of the same calendar year following retirement.

XI. (Reserved)

XII. MISCELLANEOUS

(a) Travel Reimbursement

When an employee is obligated to provide, at his/her own expense, an automobile other than for traveling to and from home and school in pursuance of assigned duties or to attend designated conventions, conferences, etc., such employee shall be reimbursed at the rate established by the IRS and in effect at the time of the travel.

(b) Tax Sheltered Annuities

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The employer agrees to make payroll deductions for employees who desire and authorize such deductions for tax-sheltered annuities.

(c) Savings Bond Deductions

The employer agrees to make payroll deductions for employees who desire and authorize such deductions for the purchase of United States Savings Bonds.

(d) Probationary Period

All support staff employees shall serve a probationary period during which time their work performance and general suitability for employment including performance, attendance and conduct shall be evaluated in writing. The probationary period is completed following six calendar months of continuous service without a break in service. Time on leave is not considered service for the completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period. Summer vacation shall not be considered as service time for purposes of this policy.

Probationary employees may be released at any time during the probationary period for failure to attain and maintain acceptable levels of performance, conduct, or attendance.

(e) Uniforms

Head Custodians shall wear uniforms selected by the District. The District shall have sole discretion in determining if an employee's attire is appropriate and suitable. The Employer shall make available five sets of uniforms per employee per year at District expense. The Employer shall supply replacement uniforms at District expense when the employee obtains the approval of the Employer to return unusable ones.

XIII. ADDENDUM

Notwithstanding the intentions of the District and the Head Custodians group to meet and discuss compensation arrangements for the three-year period beginning July 1, 2013, it must be openly stated, should budgetary concerns arise due to the effects of any federal or state law or its provisions, that one or more of the preceding Sections may be reopened and action taken in an effort to comply with this law.