

AGREEMENT BETWEEN  
CARVER SCHOOL COMMITTEE

**AND**

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES,  
AFL-CIO, STATE COUNCIL #93,  
LOCAL 1700

**July 1, 2021 through June 30, 2024**



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## **ARTICLE I**

### **RECOGNITION**

The School Committee recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for the following:

All full-time and regular part-time custodians employed by the Carver School Committee, excluding the Director of Operations and Maintenance, Assistant Head Custodian, managerial and confidential employees and all other employees of the School Committee.

## **ARTICLE II**

### **UNION DUES AND INITIATION FEES**

During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee. When filed with the employer, the authorization form will be honored in accordance with its terms, Deductions will be promptly transmitted to the Union by electronic transfer (ACH).

The Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities or costs which may arise out of the enforcement of this Article.

#### **Employee Rosters**

Upon request (but no more than monthly), the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employee's legal name, home address, phone number, personal email, date of hire, annual salary, job title, work site, work email address and work phone number.

### **ARTICLE III**

#### **UNION REPRESENTATIVES**

The name of the Union Steward shall be furnished to the Employer immediately after his designation and the Union shall notify the Employer of any changes.

The Union Steward shall be granted reasonable time off during working hours to investigate and settle grievances. S/he shall be granted reasonable time to attend meetings of state and national bodies without loss of pay. Sufficient notice (one week) shall be forwarded to the Employer signifying the intention to attend the above meetings.

### **ARTICLE IV**

#### **GRIEVANCE AND ARBITRATION PROCEDURE**

In order to be processed, a grievance must be reduced to writing and shall include (1) a clear statement of the grievance; (2) reference to the specific provision or provisions of the Agreement allegedly violated; and (3) the specific remedy requested. The grievance must be instituted in accordance with the procedures set forth herein within five (5) working days following the date of the occurrence of the facts giving rise to the grievance or within five (5) working days from the date on which the employee first becomes aware or has become aware of such facts. It is agreed and understood that the employer is under no obligation to process a grievance unless it contains a written statement of the alleged facts that form the basis of the grievance.

**STEP 1:** The allegedly aggrieved employee, with or without the Union Steward and/or representative, shall present the grievance in writing as set forth above to the Director of Operations and Maintenance. The Director of Operations and Maintenance shall respond to the allegedly aggrieved employee within three (3) working days.

**STEP 2:** If the grievance is not resolved at Step 1, the grievant may present the grievance in writing, as set forth above, to the Business Administrator within ten (10) working days following the response at Step 1. The Business Administrator shall respond in writing within



five (5) working days. If two (2) or more employees covered by this Agreement are allegedly affected by the grievance, then the processing of the grievance shall begin at Step 2. In the event that the grievance affects discipline or discharge of an employee covered by this Agreement, the processing of the grievance shall begin at Step 2.

**STEP 3:** If the grievance is not resolved at Step 2, the grievant may present the grievance in writing, as set forth above, to the Superintendent of Schools within ten working days following the response at Step 2. The Superintendent shall respond in writing within five (5) working days.

**STEP 4:** If the grievance is not resolved at Step 3, the grievant may present the grievance in writing, as set forth above, to the School Committee within fifteen (15) working days following the response at Step 3.

**STEP 5:** If the grievance is not resolved at Step 5, the Union may, within twenty (20) working days after the reply of the School Committee is due, by written notice to the School Committee, present the grievance for arbitration to the Labor Relations Connection. The arbitrator shall have the jurisdiction solely over the joint written issue presented to him and shall have no authority to alter, amend or modify this Agreement in any way. The arbitrator's award shall be final and binding upon the parties insofar as permitted by law. The arbitrator shall be requested to issue his decision within thirty (30) days following the conclusion of testimony and argument and the presentation of briefs.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered to be a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing. For the purposes of this provision, the consent of the School Committee will be provided by the Superintendent of Schools.

## **ARTICLE V**

### **SENIORITY**

Seniority shall be defined as the number of years, months and days of continuous service within the bargaining unit. Seniority shall only be broken by resignation, retirement or termination and shall not accrue during unpaid leaves of absence. Seniority and work performance will be used in considering transfer and decrease in workforce and also in preference in work shift and vacation. Employees being laid off shall be given notification no less than seven (7) calendar days prior to such layoff.

If laid off, an employee shall be eligible for recall for a period not to exceed twenty-four (24) months. In the event of recall, employees shall be called back in the inverse order of their layoff. The employer shall notify the employee of the recall and expected start date by registered mail sent to the address the employee has designated to the employer for the purpose of such notice (with a copy to the Union). The employee shall have ten (10) calendar days from the receipt of said recall notice to accept in writing. If the employee fails to respond or rejects the offer of recall, the employee shall lose future recall rights.

## **ARTICLE VI**

### **JOB POSTING AND BIDDING**

When there is a vacancy or new position covered by this Agreement, such position shall be posted in a conspicuous place listing the pay, duties, and qualifications. The notice of the available position shall remain posted for seven (7) days. Applicants interested shall apply in writing within the seven (7) day period. The Employer has the option of outside advertising for a vacant or a new position. The Employer will award the position to the individual most qualified and capable to fill the opening. Not subject to grievance and arbitration. Nothing herein is intended to restrict the Employer's right to make transfers within the same shift without posting based upon school department needs. An employee selected to fill a vacancy or new position at a higher paying classification than the position previously held shall be given a sixty (60) day trial period. If at the end of said trial period either the employee or the Employer is not satisfied, the employee shall return to the old

position and rate of pay. The person who had been hired to replace the employee who is returning to his old position will be placed on layoff and the vacancy into which the employee had been placed will again be posted and advertised.

## **ARTICLE VII**

### **HOURS OF WORK**

Each employee shall be scheduled to work a shift with regular starting and quitting times. All work performed on behalf of the School Committee on Sundays shall be paid at the overtime rate set forth in Article XV.

## **ARTICLE VIII**

### **MEAL AND REST PERIODS**

All full-time employees shall be granted a meal period of one-half (1/2) hour duration, to be scheduled by the Director of Operations and Maintenance or Designee. It is understood that employees may leave the building during this meal period so long as the employee provides notice at the time of departure and return in accordance with procedures determined by the Director of Operations and Maintenance or Designee. All employees' work schedules shall provide for a fifteen (15) 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.

## **ARTICLE IX**

### **HOLIDAYS**

The following shall be considered to be paid holidays:

New Year's Day, New Year's Eve, Martin Luther King, Jr. Day, Presidents' Day, Good Friday (if school is not in session), Patriots' Day, Memorial Day, Juneteenth (June 19th; if falling on a Sunday, will be observed on Monday as a paid day holiday. If falling on a Saturday, will be observed on the Saturday, with no paid time off), Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.

If on the workday before Christmas there is no school, custodians will not work on that day.



All third shift employees shall work the second shift of the eve of any holiday, subject to the approval of the Director of Operations and Maintenance. A paid holiday listed above falling on a Saturday shall be observed on the preceding Friday, and a paid holiday listed above falling on a Sunday shall be observed on the succeeding Monday, provided that in the event such Friday or Monday is a school day for students, the holiday shall be observed as a floating holiday to be taken on a day when school is not in session, subject to the approval of the Director of Operations and Maintenance.

## **ARTICLE X**

### **LEAVES**

1. **Sick Leave.** Each employee shall be credited with sick leave with pay at the rate of one and one-quarter (1 1/4) days for each month of service, cumulative to 180 days. The parties to this Agreement acknowledge that consistent attendance of employees is essential to providing for an appropriate educational environment for students. Employees are expected to be at work on a regular, continuing, and consistent basis. The Superintendent or designee may require an employee to produce a medical certificate of incapacity from a regularly licensed and practicing physician when (1) an employee is absent four or more consecutive days or (2) when use of sick leave is reasonably suspected of being excessive or exhibiting a pattern of concern. The Superintendent or designee may also require employees to produce a medical certificate of fitness for duty whenever deemed appropriate. In addition, the employer has the option to require an employee to undergo an independent medical evaluation at the Employer's expense.
2. **Funeral Leave.** Four (4) days for immediate family (i.e., wife, husband, child, parent, legal guardian, ward, brother, sister, or grandparent) and for the following in-law relationships: mother, father, daughter, son, sister, brother. One (1) day for non immediate family.
3. Up to two (2) days per fiscal year will be granted employees covered by this Agreement for the purpose of transacting or attending to personal, legal, household or family matters which require absence during an employee's working hours and are

matters of hardship or other pressing need and not merely personal convenience. Applicants for such leave shall give written notice to the Director of Operations and Maintenance two (2) days before the leave is taken, provided that the Director of Operations and Maintenance may reduce or waive such notice requirement when necessary to allow the employee to address a personal emergency. In the event the employee seeks to use personal leave immediately preceding or following a weekend, holiday, or other day on which the employee is not scheduled to work, such notice must include a statement of the specific event which qualifies for leave under the terms of this article.

The Employer will pay each employee with 1+ years of experience in the position \$50 for each unused personal day at the end of the fiscal year to be paid on the last check in June or first check of July at the Employer's discretion. Effective July 1, 2022, the Employer will pay each employee with 1+ years of experience in the position \$100 for each unused personal day at the end of the fiscal year to be paid on the last check in June or first check of July at the Employer's discretion

## **ARTICLE XI**

### **VACATIONS**

Vacation days will be granted on the employee's anniversary date of hire, according to the following schedule:

- One to four years of service - 10 working days
- Five to nine years of service -15 working days
- Ten years or more of service -20 working days

Each employee shall inform his supervisor of the date he is requesting to use his vacation leave at least one month in advance of the date of the leave.

This one-month notice requirement may be waived at the sole discretion of the Superintendent. The Employer shall not unreasonably deny the use of vacation, but has the discretion to deny use based upon the needs of the District, including but not limited to,



placing restrictions on use during the week immediately prior to and immediately following the opening day of school.

Employees may carry over vacation rights, on a limited basis, from one vacation year to the following vacation year. The limitations are:

1. No more than five days of vacation may be so carried over.
2. All of the carried over vacation must be fully used within the next vacation year or it will be lost for use by the employee.
3. The employee desiring to carry over any of his vacation days must request the same of his supervisor in writing no later than 30 days prior to the conclusion of his vacation year (i.e., 30 days prior to his anniversary date); failing such request, he will not be entitled to so carry over vacation days.

## **ARTICLE XII**

### **OTHER BENEFITS**

Custodial personnel may participate in all life insurance, accidental death and dismemberment insurance, hospital, medical and surgical insurance benefits provided by an insurance plan adopted and maintained by the Town of Carver, pursuant to applicable statutes.

When an employee is injured on the job and leaves to seek medical treatment, the employee shall be paid for the remainder of the workday without loss of sick, vacation, or any other available leave time, so long as the absence is approved by the school nurse or the Director of Operations and Maintenance.

Whenever a custodian is absent from work as a result of personal injury compensable under workers' compensation, while said person is in the performance of said person's duties, the Committee will make up the difference between the person's workers' compensation benefits and his regular salary, provided said person has accumulated sick leave against which said difference may be pro-rated and charged.

### **ARTICLE XIII**

#### **CLOTHING ALLOWANCE**

The School Committee agrees to provide all material, equipment, tools, and protective clothing required to perform the duties assigned to the employees covered by this Agreement. A clothing allowance of \$500 shall be given annually to each employee under this Agreement, payable in July.

At all times during working hours, employees will wear uniforms of a color to be determined at the building level.

### **ARTICLE XIV**

#### **JURY DUTY**

The School Committee agrees to compensate employees in accordance with the Massachusetts General Laws for jury duty.

### **ARTICLE XV**

#### **CLASSIFICATION PLAN, PAY RATES AND DIFFERENTIALS**

In this Agreement and made part of it as Appendix A shall be established a classification and pay plan. Such pay plan shall list all positions covered by this Agreement by title along with the wages for each position. Steps will be included in the general pay plan effective July 1, 2018, and all employees hired on or after that date shall be placed at the time of hire on a step based upon prior experience, as deemed appropriate by the Superintendent at his/her sole discretion. Following initial placement, movement on each step shall be based on one year of employment. An employee must be hired prior to January 1st in order to receive credit toward a step at the end of his/her first fiscal year ending June 30th. All employees whose date of hire precedes July 1, 2018 shall be placed on the top step. Paychecks will be issued on a biweekly basis.



1. Night Differential. Employees assigned to begin work after 3:00 p.m. shall receive an additional 10% of their hourly rate. Employees assigned to begin work after 11:00 p.m. shall receive an additional twelve percent (12%) of their hourly rate.
2. Team Leaders.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Differentials:	15%	17%	19%

Team leaders shall be advanced on steps above only upon recommendation of the Director of Operations and Maintenance, with the approval of the Superintendent of Schools.

Team leaders shall be responsible for all school property and equipment during their shift. They are to instruct new employees in cleaning procedures, and use and maintenance of equipment. Team leaders will instruct and aid custodians in the performance of minor maintenance tasks, be available to assist the public and organizations who have use of the building.

3. License Stipends. A member of the unit who possesses a valid license for Water Distribution and is asked on an annual basis to routinely and regularly perform functions under such license for the school department will receive a stipend of \$2,000.

A member of the unit who possesses a valid license for Waste Water Treatment and is asked on an annual basis to routinely and regularly perform functions under such license for the school department will receive a stipend of \$2,500.

4. Working Out of Classification. If a custodial employee, at the request of the Superintendent of Schools, covers for a Head Custodian, he shall receive the Head Custodian's rate of pay for each day he covers for the Head Custodian after five (5) working days.
5. Overtime. Employees covered by this Agreement shall be paid an overtime rate of one and one-half (1 1/2) times his/her regular rate of pay for work in excess of eight (8) hours in one (1) day.

An employee called back to work on the same day after having completed his assigned work and left his/her place of employment and before his/her next regularly scheduled starting time, shall be paid at the rate of time and one-half (1 1/2) for all hours work on recall. S/he will be guaranteed a minimum of three (3) hours pay at time and one-half (1 1/2). Overtime shall be equally and impartially distributed by the Director of Operations and Maintenance

6. Longevity Pay. Longevity will be payable annually on the employee's anniversary date as follows:

completion of year 5, 6, 7, 8, 9	\$200.00
completion of year 10, 11, 12, 13, 14	\$300.00
completion of year 15, 16, 17, 18, 19	\$400.00
completion of year 20 and subsequent years	\$550.00

**Effective July 1, 2022:** Longevity will be payable annually on the employee's anniversary date as follows:

completion of year 5, 6, 7, 8, 9	\$250.00
completion of year 10, 11, 12, 13, 14	\$400.00
completion of year 15, 16, 17, 18, 19	\$500.00
completion of year 20 and subsequent years	\$750.00

7. CPR Training. CPR Training, including training on the use of defibrillators, shall be offered to all custodians. The cost of this training shall be paid by the Employer and said training shall take place during normal work hours.

## ARTICLE XVI

### DISCIPLINE AND DISCHARGE

The Committee has a right to discipline employees covered under this Agreement for good cause, which shall be defined as any grounds put forth by the Principal or Superintendent that are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system. Disciplinary action or measures may include but are not limited to the following:

1. Oral reprimand/Written verbal warning.
2. Written reprimand.
3. Suspension (except for good cause, advance notice to be given in writing).
4. Discharge.

Disciplinary actions may or may not be taken in the above order, depending on the nature and severity of the conduct or concern.

If an employee reasonably believes that a meeting with a supervisor may lead to disciplinary action, the Employer will permit the attendance of a union representative if the employee so requests.

Any disciplinary action imposed upon an employee is subject to the grievance provisions of this Agreement. However, only suspension and discharge are subject to the arbitration provisions.

## **ARTICLE XVII**

### **LEADERSHIP TEAM**

A leadership team will be established to facilitate the opportunity for employees to provide input into the operations of custodial services. The leadership team will consist of the Director of Operations and Maintenance and the Superintendent or his/her designee, and three employees appointed by the Union. The team will meet monthly at the suggestion of either party. It is understood that the team's role will be to provide recommendations to the Committee and/or Superintendent/designee for consideration and will not be binding. This Article is not subject to the grievance and arbitration procedure.

## **ARTICLE XVIII**

### **MISCELLANEOUS PROVISIONS**

1. Bulletin Boards. 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 a routine nature, agree that it would be improper



to post denunciatory or inflammatory written material on such bulletin boards.

2. Severability. 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. Access to Premises. The School Committee agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council #93, and/or Local #1700 to enter the premises for individual discussion of working conditions with employees, provided that such representative has secured permission from the Superintendent. Such permission shall be granted by the Superintendent if in his judgment such a meeting does not interfere with the performance of the duties assigned to the employees and/or such a meeting will not be disruptive to the educational programs. The representative shall secure the Superintendent's permission prior to any meeting on the property of the Carver School Committee.
4. Waiver of Negotiations. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School Committee and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
5. Part-Time Employees. All benefits will be pro-rated (health benefits are not provided to town employees working less than 20 hours per week.)
6. Personnel Files. No material originating from the school department derogatory to an employee's conduct, service, character, or personality shall be placed in the Personnel



Files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has had the opportunity to read the material to be filed.

The employee may respond to such material by filing a signed response pertaining to the circumstances upon which the material is based. Such response shall be placed in the employee's personnel file and attached to the material.

Any employee shall have the right, on request at reasonable times, to examine all material in his/her personnel file which is neither confidential nor privileged under law, in the presence of a school department employee in the Personnel Office. Upon request of the employee, a copy of any such material shall be furnished to the employee.

7. Health and Safety. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's superior. The school department and the Union shall establish a joint safety committee consisting of two representatives of each party, which will meet at the request of either party for the purpose of promoting sound safety practices and rules. Minutes shall be taken and shall be signed by a Union representative and a school department representative and each will retain a copy. Disputes under this paragraph shall not be subject to the grievance and arbitration procedure.

## **ARTICLE XIX**

### **CONTRACT DURATION, ETC.**

1. Effective Date: The effective date of this Agreement shall be from July 1, 2021 up to and including June 30, 2024.
2. Termination Date: The Agreement will remain in effect for three (3) years. At the end of three (3) years either party may terminate this Agreement provided such termination is transmitted through the registered U.S. Mail to the responsible



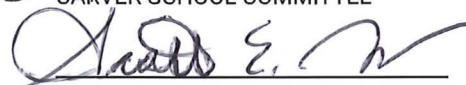
signatories to the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

3. Renewal: Should neither party to this Agreement send a notice of termination as described in No. 2 above, this Agreement will be considered to have been automatically renewed for another year.
4. 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 a minimum of one hundred (100) fifty days prior 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 this article shall preclude the Union from modifying any previous proposals during the course of the negotiations.

This document constitutes the entire agreement between the parties for the term hereof as to all matters subject to collective bargaining under the laws of the Commonwealth of Massachusetts. All other proposals / counterproposals have been withdrawn with prejudice.

IN WITNESS that this Memorandum of Agreement has been ratified by the Carver School Committee and the Union, their authorized representatives hereby affix their hands and seals as of the dates set forth below.

This Agreement entered into as of the dates below.

 CARVER SCHOOL COMMITTEE	<u>8/9/2021</u> DATE	 AFSCME, LOCAL #1700 (Negotiating Team)	<u>8/10/2021</u> DATE
 AFSCME, LOCAL #1700	<u>7/30/21</u> DATE	_____	_____
		AFSCME, LOCAL #1700 (Negotiating Team)	DATE



## APPENDIX A: CUSTODIAL SALARY AND DIFFERENTIAL PAY

Each Step is 1 Year		101.5%	101.75%	101.75%
Position:	Step	FY22	FY23	FY24
<b>custodian 1st shift</b>	1	\$16.89	\$17.19	\$17.49
	2	\$17.23	\$17.54	\$17.84
	3	\$17.59	\$17.90	\$18.21
	4	\$17.95	\$18.26	\$18.58
	5	\$18.32	\$18.64	\$18.97
	6	\$18.69	\$19.01	\$19.35
	7	\$19.07	\$19.41	\$19.75
	8	\$19.46	\$19.80	\$20.14
	9	\$19.84	\$20.19	\$20.54
<b>custodian 2nd shift</b>	1	\$18.58	\$18.90	\$19.23
10% dif	2	\$18.96	\$19.29	\$19.63
	3	\$19.35	\$19.69	\$20.03
	4	\$19.74	\$20.09	\$20.44
	5	\$20.15	\$20.51	\$20.86
	6	\$20.55	\$20.91	\$21.28
	7	\$20.98	\$21.35	\$21.72
	8	\$21.40	\$21.78	\$22.16
	9	\$21.83	\$22.12	\$22.60
<b>custodian 3rd shift</b>	1	\$18.92	\$19.25	\$19.58
12% dif	2	\$19.30	\$19.64	\$19.98
	3	\$19.70	\$20.05	\$20.40
	4	\$20.10	\$20.45	\$20.81
	5	\$20.52	\$20.88	\$21.24
	6	\$20.93	\$21.29	\$21.67
	7	\$21.36	\$21.73	\$22.11
	8	\$21.79	\$22.17	\$22.56
	9	\$22.22	\$22.61	\$23.01
<b>custodian TL 1st year</b>				
15% dif 1st shift		\$22.82	\$23.22	\$23.63
<b>custodian TL 2nd year</b>				
17% dif 1st shift		\$23.22	\$23.62	\$24.04
<b>custodian TL 3rd year</b>				
19% dif 1st shift		\$23.61	\$24.03	\$24.45

- FY22: 1.5% + one-time\* stipend of \$250.00 (contingent of ESSER 3 allowable costs)
- FY23: 1.75% + one-time stipend of \$250.00 (contingent of ESSER 3 allowable costs)
- FY24: 1.75% + one-time stipend of \$250.00 (contingent of ESSER 3 allowable costs)
- +\$250.00 additional one-time stipend paid at end of FY21 if contract ratified before June 18, 2021

\*Payment of each one-time stipend applies only to the year listed. Stipend payments sunset on June 30, 2024.

