

**Contract of Employment
Whole-Time Caretaker
Anywhere Community School**

CONDITIONS OF APPOINTMENT AND STATEMENT OF DUTIES OF WHOLE-TIME CARETAKERS
AT COMPREHENSIVE/COMMUNITY SCHOOLS

1. Parties:

Employee: Name and address

Employer: The Board of Management of Anywhere Community School
And address

2. Title of Post: Whole-time Caretaker.

3. Post:

The appointment may be terminated in accordance with the provisions of the Minimum Notice and Terms of Employment Act, 1973 - 2001.

The appointee will carry out the duties assigned as appropriate to the post. The duties attached to the post are as set out in Appendix 1.

Retirement from the position will be compulsory upon reaching the age of 65 years.

4. Appointment

Appointment to the post is conditional on the person chosen furnishing the following to the Board of Management:

- (i) Satisfactory evidence of age.
- (ii) A certificate of health at his/her expense from a medical practitioner nominated by the Minister for Education and Skills, and
- (iii) Two satisfactory references as to character.

5. Probation & Superannuation

The appointment will be probationary for a period of twelve months. At the expiration of the probationary period, the appointment may be continued on probation for a further period or terminated, as the Board may determine.

Superannuation:

The provisions of the Contributory Pension Scheme for full-time non-teaching employees of Comprehensive and Community Schools are applicable to the post and contributions must be made in accordance with the terms of the scheme.

6. Remuneration:

The salary scale attached to the post is:-

Starting salary is the minimum point of scale, unless a higher rate is approved by the Minister for Education and Skills. Salary payments are subject to appropriate deductions for contributions under the Social Welfare Acts.

Payment of wages will be on a fortnightly basis.

7. Attendance:

The working week for a caretaker is a 39 hour, 5 day week.

Hours of attendance will be such as may be laid down from time to time by the Board of Management. Caretakers, where required by special circumstances e.g. Board of Management Meetings, security call outs etc., to be available for duty during evenings and at night.

Annual Leave shall be granted at a time which shall be determined by the Board of Management, or the Principal or other responsible officer acting on behalf of the Board of Management, having regard to the exigencies of the school.

8. Sick Leave:

No sick pay will be allowed during the first three months of service. Thereafter, sick leave with full pay (less appropriate deductions in respect of any disability benefits payable under the Social Welfare Acts) may be allowed as follows:-

- (a) After three months continuous service, up to six weeks in any period of 12 months;
- (b) after six months continuous service, up to nine weeks in any period of 12 months;
- (c) after 12 months continuous service, up to thirteen weeks in any period of 12 months.

The grant of sick leave will be at the discretion of the Board of Management. In particular it will be subject to the conditions:

- (a) uncertified sick pay not exceeding seven days in a year
- (b) the absence is properly certified and
- (c) there is no evidence of permanent disability for service.

9. Overtime

The appointee shall work overtime when required to do so. When possible, reasonable notice shall be given; equally, where the appointee wishes to be excused for personal reasons he/she shall give reasonable notice.

Payment for extra duty will be calculated on a basic 5 day working week of 39 hours. The rates for extra duty are:-

Monday-Friday: Time and ½ ,up to midnight.
 Double time, midnight to 8 a.m.

Weekends: Time and 1/2 up to 1 p.m., Saturdays.
 Double time after 1 p.m., Saturdays.
 Double time, Sundays.

10. Annual Leave.

The annual leave entitlement for caretakers is 20 days per annum.

Annual Leave shall be granted at a time which shall be determined by the Board of Management, or the Principal or other responsible officer acting on behalf of the Board of Management, having regard to the exigencies of the school.

11. Maternity Leave

26 weeks maternity leave with full pay (less any Social Welfare maternity allowance payable on foot of a person's Social Welfare Insurance) may be allowed to female Caretakers. Maternity leave is available as per the statutory entitlements.

12. Protective Clothing

Appropriate protective clothing will be provided. These will not carry an emolument benefit.

13. Grievance Procedure

Caretakers should accept and carry out all reasonable instructions received from the Principal or other responsible Officer. If they feel aggrieved at any instruction or working conditions, they should accept and carry out the instructions and report the matter to their representative Union after working hours. The Union should then pursue the matter with the school authorities.

There are agreed Grievance, Discipline and Dismissal procedures between ACCS and the Unions.

14. Collective Agreements

These arrangements are subject to collective agreements arrived at from time to time between the relevant trade unions, managerial authorities of schools and the Minister for Education and Skills.

15. Health and Safety

All employees at _____ are given a copy of the Health and Safety statement at the school (copy enclosed) and are requested to take all safety precautions necessary and understand the implications for employees at the school necessary to ensure the safety of all who use the school building.

16. Declaration and Signatures

I have read the above conditions and I agree to carry out the duties of the position to the best of my judgement and ability in accordance with these conditions.

Signed: _____ Date: _____
Employee

Signed on behalf of Board of Management: _____ Date: _____

APPENDIX I

Duty Specification for Caretakers

The following is the duty specification for the Caretaker grade in Comprehensive and Community

- a) To take care of the school premises and contents, and to prevent, as far as possible, any damage to the structure, furniture, fittings and equipment.
- b) To keep clean the school premises, furniture and fittings and/or to ensure that they are kept clean.
- c) Caretakers shall co-operate in introducing new plant and equipment.
- d) To undertake the necessary duties associated with the heating of the building.
- e) To exercise economy in the use of fuel and light throughout the building and prevent all unauthorised use of same.
- f) To keep in safe custody the keys of all rooms in the building and to ensure that no unauthorised person has any access to any part of the building.
- g) To carry out painting, distempering and general maintenance of the school premises, furniture, equipment and plant.
- h) To carry out such improvements to the school building and grounds as may be practicable, depending upon local circumstances.
- i) To write up such records relating to their work and the work of cleaning staff as are required
- j) To open and close the school and to admit and direct authorised persons, as directed by the responsible officer.
- k) To have all classrooms ready for the meeting of classes at least half an hour before the official time of commencing.
- l) To note and arrange for the receipt/collection of stores, fuel, timber, iron, parcels of glass and other materials, and for the transfer of stores, equipment and similar materials.
- m) To be responsible for the maintenance of stocks of fuel, cleaning materials, toilet requisites, electrical fittings, etc.

- n) Co-operate with new technology
- Paging systems
 - T.V. security (closed circuit)
 - Swipe card (security purposes/not disciplinary)
 - Burglar alarms (security/controls/call outs)
 - Computers

Where necessary adequate training will be given at the expense of the school management to caretakers where new technology is introduced.

- o) Multifunctioning and Multi-skilled all staff will carry out all duties appropriate to their grade and will learn and utilise all the necessary skills. All staff will discharge in full the range of maintenance and semi-skilled tasks assigned to include those devolved from V.E.C. Craftsmen.
- p) To give such assistance as may be required in connection with the planting, care and maintenance of the school garden and demonstration plots.
- q) To keep the school grounds and recreational areas generally in good order and to prevent trespass thereon.
- r) To co-operate on management initiatives.
- s) To co-operate with CES, and other such initiatives.
- t) To bring to the notice of the appropriate authorities any acts of misconduct observed.
- u) To supervise the behaviour of children. This, however, is not intended to relieve teachers of their duties in regard to the supervision of pupils.
- v) Semi-skilled work
- w) To perform such other duties as may be required and generally carry out such instructions as may, from time to time, be given by the Board of Management, the Principal or other responsible officer.

APPENDIX 2

Caretakers in Community and Comprehensive Schools Modernisation/Change Agenda

1. Key Responsibilities of Caretakers

- (a) To be responsible for the maintenance of good work practices and working relationships.
- (b) To maintain and communicate information for the effective delivery of service.
- (c) To ensure compliance with organisational policies, procedures and legislation.
- (d) To support and participate in the establishment and maintenance of improved standards and quality initiatives.
- (e) To demonstrate flexibility and mobility consistent with the needs of the service.
- (f) To co-operate with the familiarisation/instruction of other employees where appropriate.
- (g) To participate and co-operate with all training initiatives as required by management.
- (h) To contribute to the development of effective teamwork within schools.
- (i) Duties will be performed in accordance with terms of their contract, quality initiatives and standards.

2. Work Processes

- (a) In order to maintain best practice, work processes will be continuously reviewed as part of on-going change/modernisation at local level to ensure the most efficient and effective delivery of service.
- (b) These reviews will take account of the school's whole school development plan.
- (c) Where vacancies arise employers maintain the right to review each position before the post is filled based on the requirements of the organisation.
- (d) The current practice of employing both direct labour and contractors will continue, so as to ensure value for money and effective delivery of service.
- (e) Co-operation with change in relation to the following:
 - I. School Development Plans – Co-operation with school development planning is a future orientated process and may involve developments and changes in various aspects of the school's policies and practices. School caretakers will participate in the school development planning process where appropriate and will co-operate with changes in policies and practices arising from the school development planning process.
 - II. New schemes and changes to existing schemes – School caretakers will co-operate with the introduction of new schemes and initiatives and changes to existing schemes which are a routine feature of the work of the school.
 - III. New legislation and Ministerial Regulations – School Caretakers will co-operate with new legislation and Ministerial Regulations e.g. standardisation of the school year, parent teacher meetings.
 - IV. Commitment to improved customer service – School Caretakers will be required to commit to the school's culture and traditions and reflect these through interaction with parents, pupils, teachers, management and the wider school community. They will implement and co-operate with directives issued by the school authority or the DES in respect of improving customer service including co-operation with new arrangements for Parent-Teacher meetings and Staff meetings.

3. Mobility and Flexibility

- (a) Acceptance of and full co-operation with all existing and new technology, equipment and management systems.
- (b) Co-operation with ongoing change in work practices subject to prior consultation.
- (c) Co-operation with the use of all forms of mobile communications for example mobile telephones, radios, pagers, electronic mail, alerters etc. as deemed appropriate by management in the context of operational requirements. Caretakers will be required to complete work sheets or other forms of documentation as requested.
- (d) Overtime will not be made available where the duties can be carried out within normal working hours. Any issues arising will be dealt with at local level in accordance with normal industrial relations procedures.
- (e) Caretakers will accept any prioritisation of workload as determined by school management following consultation with the caretaker.
- (f) Agreement that flexible starting times / finishing times can be introduced subject to prior consultation at local level.
- (g) Acceptance of all changes relating to the implementation of financial management systems as provided for in PPF.
- (h) Caretakers will take tea breaks and lunch breaks at work locations where facilities are provided or under other alternative arrangements.
- (i) Caretakers will co-operate with the introduction of paypath by 1st January 2006, where this is not applicable already.
- (j) Agreement to participation in all training and safety matters.
- (k) Co-operation with community employment schemes and other job initiative schemes.

4. Team Work

Employers and unions are committed to the continued development of team work.

5. Performance Management Development Systems

Full co-operation with the implementation of performance management and development systems (PMDS) as provided for under national agreement. The Unions will be briefed on this system.

6. Codes of Practice

School Caretakers will observe current industrial relations procedures for dealing with issues which might arise in the workplace. The formal procedures to include:

Grievance Procedures (Industrial Relations Act)

Disciplinary Procedures (Industrial Relations Act)

School related policies in respect of Safety, Health and Welfare at Work and the relevant Codes of Practice in respect of bullying and harassment in the workplace.

7. Management of Absenteeism

Craftworkers will co-operate with the agreed Management of Absenteeism policy. The overall objective of the policy is the proper management of absenteeism, which will result in the necessary reduction in this area. All parties are committed to identifying the underlying causes of absenteeism in the workplace and in developing and implementing both existing and any new measures which will address this issue in order to improve staff conditions and service delivery.

8. Attendance Recording

Caretakers will comply fully with the on-going use and development of attendance recording systems with prior consultation with the unions.

9. Emergency / Call-Out

School caretakers will agree to be flexible in relation to prioritisation of workloads by the appropriate school authority. Management will give adequate notice of such workloads where possible. In the event of an emergency/call-out, there will be an acceptance of the need for best practices in the provision / maintenance of an emergency / call-out system.

10. Validation/Verification

Payments of the phased awards contained in this agreement will be predicated on full compliance with the modernisation, flexibility and change agenda as set out in this agreement and will be subject to performance verification as set out in Sustaining Progress.

APPENDIX 3

SENIOR CARETAKER POST

Procedure for the filling of posts

- (a) Where, arising out of the introduction of the new grading structure, a Senior Caretaker post is created in an existing school, it should be filled by competition confined to the caretakers employed at that school unless, where appropriate, prior agreement on the filling of the post has been reached between the school authorities and the union representing the caretakers;
- (b) A vacancy for a Senior Caretaker arising through retirement, resignation, etc. of the post holder should be filled by competition confined to caretakers serving in all comprehensive and community schools in the Dublin area who have a minimum of 5 years service including assimilated service. In the event of an appointment not being made from such a competition, the vacancy should be advertised for open competition;
- (c) Where, due to growth, etc., an additional post of Senior Caretaker is created in a school which had formerly only one caretaker, it should be filled in the manner set out in (b) above, except that the caretaker serving in the school at the time should be permitted to enter the confined competition regardless of the length of his service;
- (c) Where the employment of two caretakers in a newly-opened school is warranted, the post of Senior Caretaker should be filled in the manner set out in (b) above and the post of Caretaker by open competition.
- (d) The filling of posts in accordance with this procedure is subject to the prior approval of the Department of Education and Skills.

Remuneration

It is further recommended that the point of entry to the scale should be determined by the service of the individual caretaker e.g., a caretaker who has completed 5½ years of service should enter at the 7th point.

APPENDIX 4

Additional Duties of Senior Caretaker/Maintenance Person

The additional duties appropriate to the grade of Senior Caretaker/Maintenance Person should include:

1. Liaison with the Principal;
2. Responsibility for the allocation and supervision of work of caretaking and cleaning staffs;
3. Maintenance of stocks of fuel, cleaning materials, toilet requisites, electrical fittings, etc.