

AGREEMENT BETWEEN
THE
WESTWOOD SCHOOL COMMITTEE
AND THE
S.E.I.U. LOCAL #888

This Salary Agreement/Contract has been made and entered into by the Westwood School Committee and Local #888 of S.E.I.U. This contract becomes effective as of July 1, 2019 for a three-year period through June 30, 2022.

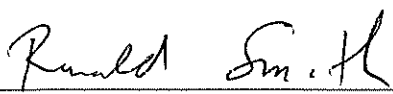
Recognition: The Westwood School Committee recognizes S.E.I.U. Local #888 as sole representative of the custodians and the maintenance personnel employees in the system. All Articles will remain the same as written for the three-year period.

Dated: 7/19/19



Chair, Westwood School Committee

Dated: 7-11-19



President, S.E.I.U. Local #888

ARTICLE 1 - SALARY

Effective July 1, 2019 - June 30, 2020 (3.0%)

Classification/Step	1	2	3	4	5	6
Jr. Custodian	\$18.92	\$19.94	\$20.66	\$21.75	\$22.79	\$24.16
Senior Custodian	\$20.67	\$21.90	\$22.57	\$23.66	\$24.77	\$26.21
Head Grounds	\$23.89	\$25.11	\$25.78	\$26.87	\$27.99	\$29.43
Maintenance	\$27.86	\$28.97	\$30.13	\$31.35	\$32.60	\$33.90

Effective July 1, 2020 - June 30, 2021 (2.0%)

Classification/Step	1	2	3	4	5	6
Jr. Custodian	\$19.30	\$20.34	\$21.08	\$22.19	\$23.25	\$24.65
Senior Custodian	\$21.09	\$22.34	\$23.02	\$24.13	\$25.27	\$26.74
Head Grounds	\$24.36	\$25.61	\$26.30	\$27.41	\$28.54	\$30.02
Maintenance	\$28.42	\$29.55	\$30.73	\$31.98	\$33.25	\$34.58

Effective July 1, 2021 - June 30, 2022 (2.5%)

Classification/Step	1	2	3	4	5	6
Jr. Custodian	\$19.78	\$20.85	\$21.60	\$22.74	\$23.83	\$25.26
Senior Custodian	\$21.61	\$22.89	\$23.59	\$24.74	\$25.90	\$27.41
Head Grounds	\$24.97	\$26.25	\$26.95	\$28.10	\$29.26	\$30.77
Maintenance	\$29.13	\$30.29	\$31.50	\$32.78	\$34.08	\$35.44

All school department custodial employees shall be placed on the proper step of the above salary schedule. The anniversary date determines step changes for employees hired prior to July 1, 2019.

For employees hired July 1, 2019 or after, step changes will take place on July 1 of the year following the completion of the six month probation period. If an employee has not worked a full year as of July 1 after the six month probation period, the step change will not be earned until the next calendar year.

ARTICLE 2 - WORK DAY

A typical work day will be eight (8) hours in length.

Normally, Shift A ("Day Shift") will be from 6:30AM - 2:30PM, and Shift B ("Night Shift") will be from 2:30PM - 10:30PM. A third shift, Shift C ("Swing Shift") may also be assigned. Management reserves the right to adjust shift times to meet the needs of the district.

ARTICLE 3 - SCHOOL VACATION SCHEDULE

Typical Shift	School year vacation weeks	Summer
HS Day	Day	Day
HS Night	Night	Night
MS Day	Day	Day
MS Night	Night	Night
Elem Day	Day	Day
Elem Night	Day	Day

Summer day shifts will typically be 8:00AM - 4:00PM. Summer night shifts will typically be 1:00 - 9:00PM. Custodians may be assigned to work an earlier or later shift, however, based on the needs of the district.

ARTICLE 4 - OVERTIME RATE

Custodians will receive overtime pay for all hours worked over forty hours in a week. Personal days and vacation days will count toward the 40 hours worked, but sick days will not.

The pay rate will be time-and-one-half for overtime hours worked Monday through Saturday.

All work on Sundays and holidays will be at the double time rate.

Building checks will be a minimum of two hours at the time and one-half rate with the exception of Sundays and holidays which will be at the double time rate. Building

checks will be carried out by the senior or junior custodian assigned to that building. If assigned custodians cannot do the building checks, the Director of Operations or Assistant Director of Operations may assign another custodian to do the building checks.

Callbacks will be a minimum of two hours exclusive of heating and security checks, flag-raising, or apparent acts of negligence on the part of the custodian.

Overtime is assigned to custodians assigned to each building, on a rotational basis. Only when coverage of a building by assigned custodians cannot be done, a custodian not assigned to that building can be assigned to cover said overtime. If, in the opinion of the Director of Operations, a custodian is not qualified for an overtime assignment, he may assign the overtime to any custodian at his discretion.

ARTICLE 5 - REMOTE/OFFSITE WORK

Those employees who conduct approved remote/offsite work (i.e., address calls from the security company or other vendors/contractors) outside of regularly scheduled shifts shall be compensated for time worked, for a minimum of one hour. This one-hour minimum pay shall compensate the employee for multiple calls regarding the same matter during the same off-duty period of time unless the cumulative time of the calls exceed one hour. This work is subject to terms in Article 4 (Overtime Rate).

Any employee may be placed on the call list at the discretion of management.

In order to qualify for the compensation when taking remote work calls, employees are required to answer the phone promptly, address the issue remotely, and log specific call start and end times. A missed call, or returning a missed call, will not by itself qualify as remote/offsite compensable work. Except in unusual circumstances, generally only one employee, the one who actually addressed the issue, is eligible for compensation for an off-duty call. Any claims for compensation for more than one employee on the same matter during the same off-duty period of time shall be at the sole and final determination of the Director of Operations.

Call backs shall not be considered Remote/Offsite work and are not subject to the terms of this article.

ARTICLE 6 - NIGHT SHIFT RATES

The night differential shall be \$1.00 per hour, exclusive of maintenance personnel. Only those employees who are regularly scheduled to work beyond 8:00pm shall be eligible

for the night shift rate. (Such employees shall receive the night shift rate for their whole shift.) Those employees who are caused to work beyond 8:00pm by an overtime situation shall not be eligible for the night shift rate.

ARTICLE 7 - LONGEVITY PLAN

	Bi-Weekly	Annual
10 years		\$850.00
15 years		\$900.00
20 years		\$950.00
25 years		\$1,075.00

The anniversary date determines years of service for the purpose of longevity for employees hired prior to July 1, 2019. For employees hired July 1, 2019 or after, years of service will accrue on July 1 of the year following the completion of a probationary period.

ARTICLE 8 - VACATION SCHEDULE

	1 year	5 years	10 years	20 years	25 years	30 years
Vacation	10 days	15 days	20 days	26 days	27 days	29 days
Personal	3 days	3 days	3 days	3 days	3 days	3 days
Sick	15 days	15 days	15 days	15 days	15 days	15 days

Should a paid holiday fall within a scheduled vacation, the day will be added to vacation time. Only ten days can be carried forward each year.

All vacation requests of five consecutive days or longer must be submitted at least ten days prior to the first day that the vacation will commence. All vacation requests are subject to administrative approval and will be based on the overall needs of the department.

Custodians may apply for vacation leave any time during the work year.

All vacation for the following fiscal year of two weeks or more shall be requested by April 15 with seniority within the building as the deciding factor. Requests made after April 15 will be on a first-come first-serve basis, regardless of seniority.

ARTICLE 9 - SICK LEAVE

All full time custodians will be granted 15 days of sick leave per year, cumulative to 275 days. A doctor's certificate may be requested by the Assistant Superintendent's Office after an absence of three consecutive days.

Sick leave is to be used for legitimate illness only, except in the cases outlined below as "Other Approved Uses of Sick Leave." Sick leave is not to be used as a substitute for a vacation or personal day.

Employees are expected to make non-emergency medical and dental appointments outside of normal working hours. In exceptional situations, management may allow the use of sick leave for medical appointments that could only be reasonably scheduled during working hours. Exceptions may be granted with the following conditions:

1. The employee shall give at least 48 hours notice.
2. Whenever possible, the employee shall work a partial shift, before and/or after the appointment as appropriate, and only use a half sick day.
3. A signed note from the medical provider shall be submitted after the appointment.

Other Approved Uses of Sick Leave:

An employee may use up to five days per fiscal year of accumulated sick leave for the purpose of:

1. Caring for the spouse, child, or parent of either the employee or his/her spouse or a relative living in the immediate household who is seriously ill.
2. Arranging for the care of him/her self or his/her child(ren) or for attending to necessary legal proceedings or activities in instances where the employee or his/her child(ren) is a victim of domestic abuse and where the employee is not the perpetrator.
3. Attending to necessary preparations and legal requirements related to the employee's adoption of a child.

4. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.

ARTICLE 10 – HOLIDAYS

All full-time custodians will be paid for the following legal holidays:

New Year's Day	Memorial Day	Thanksgiving Day
Washington's Birthday	Independence Day	Day after Thanksgiving
Good Friday	Labor Day	Christmas Day
Patriots' Day	Columbus Day	Rosh Hashanah (if school is closed that day)
Yom Kippur (if school is closed that day)	Martin Luther King Day	
	Veterans Day	

*Or any other holiday observed by the Westwood Public Schools that causes schools to be closed.

ARTICLE 11 – BEREAVEMENT

Bereavement leave may be granted, not to exceed four days without the loss of pay for the death of a father, mother, son, daughter, brother, sister, husband, wife, grandchild, grandparent, in-laws, or any persons residing in the member's household. All other special cases will be at the discretion of the Superintendent's Office.

ARTICLE 12 – RETIREMENT

All custodians retiring on pension, or whose death occurs while employed, will be granted a special retirement increment based upon the accumulated sick leave time of \$30.00 per day, up to a maximum of \$8,250.00. A lump sum payment after retirement to be added to the termination pay or paid to the estate of the deceased. If another retirement incentive is offered, then the retiree can only elect one incentive.

Any member of the bargaining unit with fifteen years of service or more shall receive two weeks pay; twenty years of service or more three weeks pay; and thirty years of service or more four weeks pay as a bonus upon retirement. Retirement to be a formal retirement on pension.

The parties agree that any retirement incentives offered to other groups of employees and not unique to any individual group shall be offered to the custodians under the same terms and conditions as all other employees.

ARTICLE 13 - PAYROLL DEDUCTION

Union dues may be deducted from payrolls after a custodian becomes permanent. Said deduction would continue except during those periods when said employee is disabled. All payroll deductions to be governed by regulations established by the Town Accountant and Superintendent of Schools.

ARTICLE 14 – GRIEVANCES

Purposes

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which arise affecting the welfare or working conditions of custodians, including reprimands, warnings, disciplinary actions, or suspensions.

Both parties agree that proceedings shall be kept as confidential as possible. At any level of the grievance procedure, the custodian concerned may be represented by a third party when he appears before management on grievance hearings.

Definitions

1. The definition of the word grievance in Article 12 shall be defined as any dispute, claim, or complaint involving the interpretation or application of any provision in this agreement, except wage rates and related salary items.
2. "Party in Interest" shall mean the person or persons making the claim, including their designated representatives as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
3. "Days" shall mean regular scheduled working days.
4. Just Cause: No employee shall be discharged or otherwise disciplined without Just Cause.

Term Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

2. If a custodian does not file a grievance in writing within twenty days after he/she knew of the act or conditions on which the grievance is based, then the grievance shall be considered as waived.
3. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

Informal Procedures

1. If a custodian feels he/she may have a grievance, he/she may first discuss the matter with his/her immediate supervisor and then to the Director of Operations and the building principal, if he/she is a building custodian, in order to resolve the problem informally. If the custodian is not satisfied with such disposition of the case, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the above mentioned supervisor and building principal.
2. If the Service Employees International Unit, Local #888, approves the grievance, it must be filed with the Assistant Superintendent.

Formal Procedures

Level One — Assistant Superintendent/Superintendent

1. If an aggrieved person is not satisfied with the outcome of the informal procedures, or if he/she has elected not to utilize them, he/she may present his/her claim as a formal grievance in writing to the Assistant Superintendent/Superintendent.
2. The Assistant Superintendent/Superintendent shall, within five days after receipt of the written grievance, render his/her decision to the aggrieved person.
3. If the aggrieved person is not satisfied with the decision of his/her grievance at Level One, he/she may, within three days after the decision, or within eight days after his/her formal presentation, file his/her written grievance with the Service Employees International Unit, Local #888.
4. If the Service Employees International Union, Local #888, approves the grievance, it must be filed with the School Committee within five working days.

Level Two — School Committee

1. If the aggrieved person is not satisfied with the disposition of grievance at Level One, he/she may, within three days after the decision, or within six days after

the hearing, file the grievance again with the Service Employees International Union, Local #888.

2. The Service Employees International Union, Local #888, shall, within three days after receipt, refer the appeal to the Westwood School Committee if they so approve.
3. The Westwood School Committee shall, within fifteen days after receipt of the appeal, meet with the aggrieved person and with representatives of the Service Employees International Union, Local #888, for the purpose of reviewing the grievance.
4. The Westwood School Committee shall, within three days after such meeting, render its decision in writing to the aggrieved person, with a copy to the representative of the Service Employees International Union, Local #888.

Level Three — Impartial Arbitration

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three days after the decision, or within six days after the Westwood School Committee meeting, request in writing that his/her grievance be submitted to arbitration.
2. The chairperson of the Westwood School Committee and the representative of the Service Employees International Union, Local #888, shall, within ten days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten days, the American Arbitration Association shall immediately be called upon to select one.
3. The arbitrator selected shall confer promptly with representatives of the School Committee and the Service Employees International Union, Local #888, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved person and other parties in interest as he/she shall deem requisite and shall render a decision in writing within thirty days.
4. The scheduling of hearings by the arbitrator shall occur on weekdays between 4:30pm and 10:00pm, except at other times agreed upon by the Westwood School Committee and the Service Employees International Union, Local #888.
5. The costs for the services of the Arbitrator shall be borne equally by the Westwood School Committee and the Service Employees International Union, Local #888. It is agreed in this agreement by the Westwood School Committee

and the Service Employees International Union, Local #888, that the decision of the Arbitrator will be binding on both parties.

6. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at each step.

ARTICLE 15 - PROMOTIONS/TRANSFERS/REDUCTION IN FORCE/RECALL RIGHTS

Promotions/Transfers

1. This Article establishes the procedures for promoting or transferring a custodial employee to an opening covered by this agreement.
2. When openings occur, a written notice will be posted in all schools indicating the opening available and qualifications for same. Said notice shall be posted one week before opening has to be filled. Any and all custodial employees may bid on any job, with seniority being the prime consideration.
3. In making the final selection for promotions and transfers, the Westwood School Department may choose one from the final two applicants. Said applicants will represent the senior applicants interested in that position. After selection, there will be a sixty-day evaluation period. If the appointee fails to pass this period, then the administration can go back to the final three applicants to choose a replacement.
4. Employees eligible for promotions or transfers to a position in which an opening occurs, and who wish to be considered for any such position, must file a written application with the Director of Operations within five days after notice is given. When no applicant meets the job requirements, the Office of the Superintendent may appoint a person not then in its employ or an employee who has not applied for same.
5. Employees will be given a five-day notice in advance in the case of involuntary transfer and ten days' notice in advance when a shift change is made, except in the case of an emergency. Days are to be regularly scheduled working days.

Reduction in Force (RIF) Recall Rights

1. It is agreed for the purposes of reduction in staff that seniority be the criteria. However, all employees hired within the last six months will be subject to

evaluation first and seniority second for the purposes of determining who will be separated to reduce the staff.

2. Any employee who is separated because of reduction in force, and is in good standing and qualifies, will have recall rights for a minimum of thirty months to fill any opening which occurs. Those personnel shall be rehired in reverse order of seniority.
3. Any personnel, so rehired, will be entitled to all previous recorded benefits and placed on the salary schedule appropriate to his/her service.
4. Seniority: Described as length of uninterrupted service as a full-time employee of the Westwood School Department.
5. Any personnel transferred to a lesser position because of school closings or declining enrollment will receive their present rate of pay for a period of one year.
6. Employees will be notified thirty days prior to a contemplated reduction in force.

ARTICLE 16 - SENIOR CUSTODIANS

1. It is agreed between the parties that current Senior Custodians shall not have their positions eliminated.
2. A junior building custodian at the High School, who is assigned to cover for a senior building custodian, and who accepts the responsibilities of the senior building custodian position, will receive the senior building custodian rate retroactively to the first day of coverage after working three consecutive days as senior building custodian.
3. A junior custodian reassigned to the day shift due to the absence of the Senior Custodian shall retain their night shift differential during the period of reassignment.

ARTICLE 17 - PERSONAL DAYS

Three personal days will be granted each custodian annually upon authorization of the Director of Operations or the Director of Business and Finance.

Custodians may apply for personal leave any time during the work year.

ARTICLE 18 - UNION EXECUTIVE MEETINGS

The President of the Service Employees International Union, Local #888, shall receive four days of release time per year for executive board meetings.

Members of the Executive Board of the Union are allowed leave from their assignment to conduct union-related business with management (i.e., negotiations).

ARTICLE 19 - PERFECT ATTENDANCE BONUS

Any member of the bargaining unit who does not take any sick leave during the preceding time period shall qualify for the perfect attendance bonus as follows. A member of the bargaining unit may use approved personal or vacation days and still qualify for the perfect attendance bonus. :

July 1-December 31: \$500.00

January 1-June 30: \$500.00

ARTICLE 20 - INSURANCE AND UNION DUES

For all members of the bargaining union, Blue Cross/Blue Shield, or any alternate health plan, payments shall be deducted biweekly, as well as union dues.

ARTICLE 21 - JURY DUTY

All custodians called for jury duty will be paid only the difference between their regular pay and whatever amount they are reimbursed by the Court.

ARTICLE 22 – STAFFING

Whenever a school building is occupied with a school or outside function, a custodian must be present in the building.

When a custodial position at the High School is vacant during the school year, whenever possible after five consecutive working days, the administration may assign overtime or a suitable substitute to cover said position.

Any member of the bargaining unit that is scheduled to work on-site on Saturdays, Sundays, or holidays shall be scheduled for no less than two hours.

ARTICLE 23 - PROBATION PERIOD AND ORIENTATION

There will be a probation period of six months for all new custodial employees.

When the Employer hires new employees who are members of the bargaining unit, one half hour shall be allotted for up to two (2) union representatives to meet with such employees. The Employer shall notify the Union Steward upon the hiring of a new employee.

ARTICLE 24 – FOOTWEAR

All custodians, groundsmen, and maintenance personnel shall receive an allowance for appropriate footwear as follows:

Grounds and Maintenance: \$150.00

All Custodians: \$125.00

Footwear allowance will be paid the second payroll in July.

ARTICLE 25 - FILES

When reviewing a prior disciplinary record on file to inform disciplinary action, management will consider both the degree of the offense as well as the length of time that has passed since an offense.

ARTICLE 26 - UNPAID LEAVE OF ABSENCE

Any employee of this unit who has one-year seniority may apply for a leave of absence not to exceed six months. If granted by the administration, this leave without pay will not affect the employee's standing in terms of seniority; also, once taken, the employee will not be eligible for another such leave for a five-year period following his or her return from said leave.

ARTICLE 27 - HAZARD DUTY PAY

Any employee of this unit who is asked to handle any material known to contain friable asbestos will be paid at the rate of \$25.00 per hour.

ARTICLE 28 - SICK LEAVE BANK

A sick leave bank governed by a "Local #888 Sick Leave Bank Committee" comprised of two members of Local #888 and two members of the Westwood School Administration will administer the sick leave bank. A sick leave bank formed by members of the Local #888 will be maintained for use of any member employed more than one year who has used up all of their accumulated sick leave.

Transfer from the sick leave bank cannot be made in sums greater than seven days per request. All requests must be made in writing to the Sick Leave Bank Committee with appropriate evidence to support the request or any relative information the Sick Leave Bank Committee may require.

The sick leave bank will be funded by members of Local #888 who indicate that they want to donate one day to the bank. Each time the bank gets to fifteen days, upon request, all members of Local #888 who wish to donate can do so, up to one day.

ARTICLE 29 - POLITICAL EDUCATION FUND

Upon demand of the Union and within forty-five days notice in writing to the Employer, the Westwood School Committee may deduct from the salary of any employee covered by the terms of this agreement, a sum not to exceed twenty cents (\$0.20) per week for political education fund fee and transmit the amount to the Union.

It is understood that said political education fund fee will be processed as an increment to the applicable amount of Union dues or agency fee normally deducted from the employee's salary; it is further understood that in processing the collected amounts of the Union, the Union bears sole responsibility for accounting to its members in terms of separation of Union dues/agency fee from said education fund fee.

This deduction shall be voluntary. Said deduction to begin as soon as administratively possible after a voluntary authorization form signed by an employee is presented by the Union to the Employer:

I understand that my contribution to COPE is not required as a condition of employment and that I may revoke it at any time by giving written notice to the Union and my payroll office, such revocation being effective when accepted into the employer's payroll system.

In accordance with federal law, COPE will accept contributions only from members of the Union. Political contributions are not tax deductible.

ARTICLE 30 - SNOW REMOVAL

All custodians will report to work during the week and on the weekends for snow removal, as soon as possible, if two or more inches are forecast. During school vacations and school holidays, management will notify custodians whether or not to report to work for snow removal.

ARTICLE 31 - PAST PRACTICE

Past practices shall remain in effect and be binding upon both parties, provided they are summarized in a written document signed by both parties and attached to this Agreement as Appendix A. Said document shall be drafted and agreed to by both parties no later than sixty days from the signing of this agreement.

ARTICLE 32 - TUITION REIMBURSEMENT

Any member who takes a work-related course, and if approved by management, will be reimbursed up to 50% for the cost of said course.