

AGREEMENT/CONTRACT
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, 2024 for a three-year period through June 30, 2027.

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 two-year period.

Dated: 8/9/2024

Signed by:

52931D38BBF946A...

Chair, Westwood School Committee

Dated: 8/8/2024

Signed by:

BD8CA4AD67FE41A...

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

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ARTICLE 1 - SALARY

(Effective July 1, 2024 - June 30, 2025)
2.75%

Classification/Step	1	2	3	4	5	6
Custodian	\$21.45	\$22.63	\$23.44	\$24.67	\$25.84	\$27.40
Grounds	\$21.45	\$22.63	\$23.44	\$24.67	\$25.84	\$27.40
Lead Custodian	\$23.45	\$24.83	\$25.60	\$26.84	\$28.10	\$29.74
Team Lead Custodian	\$24.50	\$25.88	\$26.64	\$27.89	\$29.15	\$30.78
Head Grounds	\$27.08	\$28.48	\$29.32	\$30.48	\$31.74	\$33.37
Maintenance	\$31.60	\$32.86	\$34.17	\$35.55	\$36.97	\$38.44

(Effective July 1, 2025 - June 30, 2026)
2.75%

Classification/Step	1	2	3	4	5	6
Custodian	\$22.04	\$23.25	\$24.08	\$25.35	\$26.55	\$28.15
Grounds	\$22.04	\$23.25	\$24.08	\$25.35	\$26.55	\$28.15
Lead Custodian	\$24.09	\$25.51	\$26.30	\$27.58	\$28.87	\$30.56
Team Lead Custodian	\$25.17	\$26.59	\$27.37	\$28.66	\$29.95	\$31.63
Head Grounds	\$27.82	\$29.26	\$30.13	\$31.32	\$32.61	\$34.29
Maintenance	\$32.47	\$33.76	\$35.11	\$36.53	\$37.99	\$39.50

(Effective July 1, 2026 - June 30, 2027)
3.00%

Classification/Step	1	2	3	4	5	6
Custodian	\$22.70	\$23.95	\$24.80	\$26.11	\$27.35	\$28.99
Grounds	\$22.70	\$23.95	\$24.80	\$26.11	\$27.35	\$28.99
Lead Custodian	\$24.81	\$26.28	\$27.09	\$28.41	\$29.74	\$31.48
Team Lead Custodian	\$25.93	\$27.39	\$28.19	\$29.52	\$30.85	\$32.58
Head Grounds	\$28.65	\$30.14	\$31.03	\$32.26	\$33.59	\$35.32
Maintenance	\$33.44	\$34.77	\$36.16	\$37.63	\$39.13	\$40.69

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 2:00PM - 10:00PM. 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

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 1:00PM - 9:00PM. Custodians may be assigned to work an earlier or later shift, however, based on the needs of the district. During school vacation weeks and summer, management will attempt to assign two custodians to a building during the day shift so long as the needs of the district are served.

ARTICLE 4 - OVERTIME

Management will make an effort to distribute overtime to qualified employees in an equitable manner.

Opportunities for time-and-one-half pay and double-time pay shall be tracked in the same pool and assigned in accordance with the rotation. Opportunities for Building Use overtime will be Tracked in a pool that is separate from other Overtime. Overtime opportunities are to be assigned to members in the following order:

Order of Assignment	Building Use Overtime, including Sundays & Holidays	All Other Overtime, including Sundays & Holidays
1	Custodian, Lead Custodian, or Team Lead Custodian assigned to the building	Custodian, Lead Custodian, or Team Lead Custodian assigned to the building
2	Custodian, Lead Custodian, Team Lead Custodian, Head Grounds, Maintenance	Custodian, Lead Custodian, Team Lead Custodian
3	N/a	Head Grounds, Maintenance

Overtime is assigned by seniority and on a continuous, rolling rotational basis. A list of all eligible members of the bargaining unit by seniority shall be kept in a conspicuous place.

A custodian who declines an overtime opportunity will miss their turn in the rotation.

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If, in the opinion of the Director of Facilities, a custodian does not have the skills or training for an overtime assignment, the Director may assign the overtime to any custodian at their discretion.

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. The All Night Grad Party will be at the double time rate for the entirety of the event.

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.

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.

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 exceeds 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 Facilities.

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

Longevity pay will be defined as an annual figure in the contract, but then calculated hourly and embedded only in the individual's hourly rate.

	Hourly	Annual
5 years	\$0.29	\$603.20
10 years	\$0.56	\$1,164.80
15 years	\$0.59	\$1,227.20
20 years	\$0.61	\$1,268.80
25 years	\$0.67	\$1,393.60

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 - PAID TIME OFF SCHEDULE

Entering	Year 1	Year 5	Year 10	Year 25
Vacation	10 days	15 days	20 days	25 days
Personal	3 days	3 days	3 days	3 days
Sick	15 days	15 days	15 days	15 days

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The vacation schedule above will apply to new employees upon completion of the sixth month Probationary Period, with the understanding that the vacation will be prorated for the first year and proportional to the time worked.

Should a paid holiday fall within a scheduled vacation, the day will not be deducted from the employee's vacation balance.

Only ten days can be carried forward each year.

All vacation requests are subject to administrative approval and will be approved based on the overall needs of the department.

Custodians may apply for vacation leave at any time during the work 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 of two consecutive weeks or more that are made by April 15 of the prior fiscal year will be approved with seniority within the building as the deciding factor on approval. Vacation requests of two consecutive weeks or more that are made after April 15 of the prior fiscal year must be made at least three months in advance and will be approved on a first-come first-serve basis, regardless of seniority, with the understanding that administrative approval is based on the overall needs of the department.

Employees continuously employed prior to July 1, 2024 shall be eligible to earn 26 days of vacation upon entering 20 years of service, and 27 days upon entering 25 years of service, and 29 days upon entering 30 years of service.

ARTICLE 9 - SICK LEAVE

All full time custodians hired after July 1, 2024 will be granted 15 days of sick leave per year, cumulative to 180 days. Custodians hired prior to this date may accumulate sick leave up to 275 days.

A doctor's certificate may be requested by the administration after an absence of three consecutive days or if there is a pattern of sick leave use that has an impact on the operations of the school district.

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 their spouse or a relative living in the immediate household who is seriously ill.
2. Arranging for the care of theirself or their 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:

- Independence Day
- Labor Day
- Yom Kippur
- Rosh Hashanah
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Good Friday
- Patriots' Day
- Memorial Day
- Juneteenth

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

All full-time custodians will be paid for the above-listed legal holidays when they occur within the scheduled work week and school is closed. If the holiday occurs on a weekend, custodians will not be required to work if school is closed and the holiday is observed on the Friday that precedes the holiday or the Monday following the holiday.

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 \$35.00 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 appearing before management on grievance hearings.

Definitions

1. The definition of the word grievance in this Article 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 knowledge 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 they may have a grievance, they may first discuss the matter with their immediate supervisor and then to the Director of Facilities and the

building principal, if a building custodian, in order to resolve the problem informally. If the custodian is not satisfied with such disposition of the case, they shall have the right to have the Association assist them 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 Director of Human Resources.

Formal Procedures

Level One – Director of Human Resources/Superintendent

1. If an aggrieved person is not satisfied with the outcome of the informal procedures, or if they have elected not to utilize them, they may present their claim as a formal grievance in writing to the Director of Human Resources/Superintendent.
2. The Director of Human Resources/Superintendent shall, within five days after receipt of the written grievance, render their decision to the aggrieved person.
3. If the aggrieved person is not satisfied with the decision of their grievance at Level One, they may, within three days after the decision, or within eight days after their formal presentation, file their 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, they 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 their grievance at Level Two, they may, within three days after the decision, or within six days after the Westwood School Committee meeting, request in writing that their grievance be submitted to arbitration.
2. The Chair 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 Facilities 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 - LEAD CUSTODIANS

1. It is agreed between the parties that current Lead Custodians shall not have their positions eliminated.
2. A Custodian at the High School, who is assigned to cover for a Lead Custodian, and who accepts the responsibilities of the Lead Custodian position, will receive the Lead Custodian rate retroactively to the first day of coverage after working three consecutive days as Lead Custodian.
3. A Custodian reassigned to the day shift due to the absence of the Lead 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 Facilities or the Director of Finance and Operations.

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 - 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 20 - 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 21 - 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 22 - PROBATION PERIOD AND ORIENTATION

There will be a probation period of six months for all custodial employees who are new to the Westwood Public Schools. At any time during this Probationary Period, the employee may be terminated at will.

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.

All new employees shall meet with the administration by their three-month anniversary. During this meeting, the employee shall be presented with an evaluation (form in Appendix A). This shall give the employee an opportunity for improvement before the end of the Probationary Period.

Sick and Personal Leave shall be available to new employees upon hire. Vacation time shall be available to employees upon completion of their six month probationary period.

ARTICLE 23 - UNIFORMS

Employees shall receive an allowance for appropriate footwear as follows:

Grounds and Maintenance: \$600.00

All Custodians: \$500.00

Employees shall be provided with shirts and pants on a yearly basis.

Employees will be provided with winter jackets and gloves before their first winter, or as soon as is practicable based on their year of hire. These will be replaced at least every

three years, or as needed, based on the individual employee. Employees are expected to wear their winter jackets when working outside during work hours in the winter.

ARTICLE 24 - 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 25 - 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 26 - 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 27 - 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.

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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 28 - 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 29 - 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 B. Said document shall be drafted and agreed to by both parties no later than sixty days from the signing of this agreement.

ARTICLE 30 - 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.

ARTICLE 31 - NON-MANDATORY WORKPLACE TRAINING

In order to promote the professional improvement and growth of its custodial staff, the Westwood Schools will reimburse employees for participation in online or in-person workplace training.

These programs are non-mandatory and will be conducted outside of the regular work day. Available training modules will be announced at the discretion of management, and employees will be compensated at their time-and-one-half pay rate, with the length of the training defined in advance.

If the non-mandatory workplace training is conducted in person, consideration shall be given to the schedule so that employees from Shift A or Shift B have equal access to the opportunity. For example, the training may be conducted within one hour of the shift start (for Shift B "Night Shift") or end "(for Shift A "Day Shift").

Employees may be invited to provide workplace training to their peers in areas of specific expertise (ex. Carpet cleaning or Floor waxing) outside the regular work day. The administration must pre-approve such workplace training content and hours. In these situations, the employee who is delivering the training outside of normal work hours will be compensated at twice their normal pay rate.

ARTICLE 32 - MENTOR ASSIGNMENT

In order to encourage a culture of collaboration and support among staff, Mentors may be invited to provide workplace support to other employees during their work day.

Mentor duties and responsibilities may involve the use of the Mentor's lunch time and requires a willingness to establish regular communication with another employee, the Mentee.

The fulfillment of Mentor duties does not relieve the Mentor from any workplace assignments except as specifically approved in advance by a supervisor.

Management shall offer the opportunity to Mentor to the qualified employee who shares a building and schedule with the Mentee. In the event that more than one employee per building is eligible, management may request a conversation with employees to assess their interest and qualifications. The assignment of Mentor to Mentee is to be made in writing by a supervisor.

Stipends for Mentors shall only be issued when a Mentee has been assigned. At the conclusion of the assignment, it shall not automatically renew or be extended unless indicated in writing by a supervisor.

Mentee	Duration of Mentoring	Mentor Assignment Stipend
Probationary Period	Six Months	\$500
First Year, After Probationary Period	Six Months	\$250
Second Year	One Year	\$375

ARTICLE 33 - EVALUATIONS

Purpose

It is agreed by the Union and the School Committee that the Westwood Public Schools are committed to ensuring that the district's facilities and grounds are clean and well-maintained in order to provide a safe and healthy environment for students, visitors and staff.

To that end, regular evaluation of the performance of all employees will be completed in accordance with the goals of the school district and accepted industry standards, as well as all relevant state and federal laws and regulations.

Evaluation forms shall be agreed upon by the Union and the administration. The form to be used is hereby incorporated into this agreement by reference.

Definitions

"Primary Evaluators" shall be: Director of Facilities, Assistant Director of Facilities.

"Secondary Evaluators" shall be: Principal, Assistant Principal, or other school administration.

"Primary Evaluator" will be the individual assigned to observe and document performance, write up the evaluation report and conduct an evaluation meeting with the employee.

"Secondary Evaluator" may be any evaluator who directly observes an employee's performance. This individual may provide verbal feedback to the employee and share information with the primary evaluator that will be incorporated into the written evaluation. Secondary evaluators shall co-sign any evaluation to which they contribute. They may also attend an evaluation meeting.

These definitions of Primary Evaluator and Secondary Evaluator do not preclude districtwide administrators (ex. Director of Finance or Superintendent) from participation in any personnel matters.

“Performance standards” are the specific categories of performance subject to the evaluation process.

Administrators serving as evaluators are responsible for ensuring a safe and healthy physical environment as well as a positive work environment. In order to achieve this, they will monitor and assess employee performance, providing feedback on an ongoing basis.

Process

All members of the custodian’s union shall be evaluated in writing on an annual basis, either by February 1 or July 1 of the year. The evaluation shall include both ratings and a written summary of any particular strengths or areas of concern.

Evaluations shall be based on documented observations of performance. A primary evaluator may consider the documented observations of a secondary evaluator when determining a rating.

New employees will also have an initial evaluation completed by their three-month anniversary date. After the initial evaluation, employees will be placed in either the February or July evaluation group.

Upon completion of six-months probationary period and thereafter, any employee who either:

- fails to meet performance standards on an evaluation or
- does not consistently meet performance standards for two evaluations in a row

will be placed on a six month Performance Improvement Plan with specific improvement targets. If retraining is required, the schedule and plan for retraining will be indicated in the Performance Improvement Plan. At the end of the six month Performance Improvement Plan period, the employee will be re-evaluated to determine if the targets for improvement have been met. If improvement targets are not met, the employee will be dismissed.

A nominal incentive will be associated with the annual evaluation in recognition of employees who exceed performance standards. An employee whose overall evaluation score is Exceeds Performance Standard (4) for the year will receive a one-time bonus payment of \$500. This payment shall be issued after the Superintendent or designee has accepted the evaluations and placed them on file, typically in the weeks after February 1

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or July 1 of the year. The language of this paragraph shall not be subject to the grievance or arbitration procedure.

ARTICLE 34 - JOINT LABOR MANAGEMENT

A Labor-Management Committee consisting of the administration and up to three (3) representatives from the bargaining unit shall meet quarterly or as otherwise scheduled by mutual agreement.

The Committee shall discuss and act on matters of mutual benefit to employees and administration. The meetings shall not be used for contract negotiations or processing grievances.

APPENDIX A - EVALUATION FORM

WESTWOOD PUBLIC SCHOOLS FACILITIES EVALUATION FORM

Employee Name		
Employee Job Title		
Period Covered by Evaluation		
Primary School or District Assignment		
Date of Evaluation		
Reason for Evaluation (check beside)		Probation
		Annual
		Other (specify)

I. Performance Standards

- 4 = Exceeds performance standard
- 3 = Meets performance standard
- 2 = Does not meet performance standard consistently
- 1 = Fails to meet performance standard
- N/A = Not applicable

Performance Standard	Score
<p><u>Custodial Work</u></p> <p>Your score in this area may be based upon:</p> <ul style="list-style-type: none"> ● Inspections conducted during the time period of this evaluation ● The quality of assigned day-to-day work ● Communication and support for all school activities ● Setups and breakdowns for events 	

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<ul style="list-style-type: none"> ● Safe operation, care, and maintenance of workplace tools and equipment <p>It is expected that the quality of your work supports the Westwood Schools in ensuring that the facilities are ready for school (and related activities) to be conducted in a safe, healthy, and clean environment.</p>	
<p><u>Professionalism</u></p> <p>Your score in this area may be based upon:</p> <ul style="list-style-type: none"> ● Appropriate workplace conduct ● Prompt, solution-oriented, and courteous response to workplace requests ● Teamwork ● Ability to clearly and appropriately communicate about the need for support and/or supplies ● Effective time management, including arriving at work on time, and returning from breaks on time 	
<p><u>Growth Mindset</u></p> <p>Your score in this area may be based upon:</p> <ul style="list-style-type: none"> ● Willingness to learn and practice new skills in the workplace ● Ability to adjust to changing situations and work assignments ● Response to feedback from peers, school staff, and supervisors ● Participation in growth and training opportunities 	

II. Overall Evaluation

	Score
<p>Indicate the overall evaluation score.</p> <p>4 = Exceeds performance standard 3 = Meets performance standard 2 = Does not meet performance standard consistently 1 = Fails to meet performance standard N/A = Not applicable</p>	

III. Evaluator Comments (Required)

These are some specific comments and evidence related to your areas of strength.

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These are some specific comments and evidence related to your areas for improvement.

IV. Employee Comments (Optional)

V. Signatures

I have participated in this evaluation meeting. My signature indicates that I have reviewed this evaluation and does not necessarily signify agreement with the evaluation.

Dated: _____
Employee Signature

Dated: _____
Primary Evaluator Signature

Dated: _____
Secondary Evaluator Signature (Optional)

Attached separate sheet(s) as necessary.

Distribution: Original forwarded to Director of Human Resources's Office by July 15
Copy to Department Desk File
Copy to Employee