

**AGREEMENT/CONTRACT BETWEEN THE
WESTWOOD SCHOOL COMMITTEE
AND THE
WESTWOOD INSTRUCTIONAL, KINDERGARTEN, AND
LIBRARY ASSISTANTS' UNION**

This Salary Agreement and Contract has been made and entered into by the Westwood School Committee and the Massachusetts Laborers' District Council, Labor Local 272 on behalf of the Westwood Instructional, Kindergarten, and Library Assistants. This contract becomes effective as of July 1, 2020, for a one year period through June 30, 2021. Said agreement calls for the following Articles.

DocuSigned by:
Anthony Mullin 6/19/2020
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Anthony Mullin, Chair, Westwood School Committee

DocuSigned by:
Nelson Carniero 6/19/2020
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Nelson Carniero, Field Representative, Massachusetts Laborers' District Council, Local 272

DocuSigned by:
Faith Kimball 7/10/2020
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Faith Kimball, Co-President, Union

DocuSigned by:
Sheree Rau 6/23/2020
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Sheree Rau, Co-President, Union

ARTICLE I - PREAMBLE

The following contract, effective July 1, 2020 by and between the Westwood School Committee and the Westwood Instructional, Kindergarten, and Library Assistants' of the Massachusetts Laborers' District Council, Local 272 is designed to maintain and promote the harmonious relationship between the Westwood School Committee and the employees covered by this contract, in order that more efficient and progressive public service may be rendered.

ARTICLE II - RECOGNITION AND BARGAINING UNIT

The Westwood School Committee recognizes the Westwood Instructional, Kindergarten, and Library Assistants' of the Massachusetts Laborers' District Council, Local 272 as exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours, or other terms and conditions of employment for the employees in the bargaining units hereinafter described.

All full-time and part-time Instructional, Kindergarten, and Library Assistants employed by the Westwood Public Schools, excluding managerial and confidential employees, and all other school employees.

ARTICLE III - EMPLOYEE RIGHTS AND OBLIGATIONS

Organizational Activities: Except to the extent that there is contained in this Agreement an express specific provision to the contrary, employees shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join, or assist employee organizations; to hold office and participate in the management of the Union; to act in the capacity of Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection. In the exercise of such rights, the employees shall be free from any and all interference, restraint, or coercion, and from any discrimination, and without regard to tenure, promotion, or other conditions of employment.

Union Membership: The School Department, upon request, will advise the Union in writing of the name, address, position, and school of each new employee. The School Department recognizes the right of any employee to become a member of the Union and will not discourage, discriminate, or in any other way interfere with the rights of any employee to become and remain a member of the Union.

No Discrimination: Neither the School Department nor the Union will discriminate against any employee for employment because of race, color, creed, sex, or national origin.

No Strike Clause: It shall be unlawful for the employee to engage in, induce, or encourage any strike, work stoppage, or withholding of services by such employees.

Labor-Management Meetings: The parties agree that there shall be periodic labor-management meetings (with no less than one (1) per year) scheduled for the purpose of discussing issues of interest for either of them. The parties shall agree on composition and format of these meetings.

Seniority: Seniority shall be defined as the length of continuous employment by the Westwood Public Schools in a bargaining unit position covered by this Agreement. Seniority will be lost by resignation, discharge for just cause, failure to return from leave of absence, and failure to report to work as scheduled for three consecutive days without notification. Seniority shall be frozen/ tolled during any leave of absence of greater than 30 calendar days. Any individual hired shall be in a probationary status for the first 90 calendar days of employment, does not earn seniority, and may be disciplined or discharged during that probationary period, which is not subject to the grievance or arbitration provision of this Agreement. An employee who successfully completes a probationary period shall then be credited with seniority back to his/her initial date of hire. Westwood will supply a revised seniority list to the WIIA on an annual basis.

ARTICLE IV - RIGHTS OF MANAGEMENT

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction, and responsibility of the Town are retained by and reserved exclusively to the Town, including but not limited to, the rights to manage the affairs of the Town and maintain and improve the efficiency of its operation; to determine the methods, means, processes, and personnel by which operations are to be conducted; to determine the schedules and assignment of employees to work; to determine the qualifications of all jobs; to establish new job classifications, new job duties and new job functions; to require from each employee the efficient utilization of her /his services; to hire, promote, assign, retain, discipline, suspend, demote, and to discharge employees for just cause, to promulgate and enforce reasonable rules and regulations pertaining to operations and employees.

ARTICLE V - UNION ACTIVITIES

Union Officers: The President or one other officer of the Union will be excused from duty, with pay, when required to conduct Union business with management.

Joint Meetings: Joint meetings by mutual agreement between representatives of management and the Union shall be, whenever practicable, held outside of regular working hours except when extraordinary circumstances make it necessary to hold such meetings during regular working hours, the Union representative shall be compensated at their regular rates of pay. And in no event will more than two (2) employees from the Unit be absent from work to conduct business, and they will be paid at the regular rate of pay (straight time).

List of Union Officers: The Union shall furnish the Superintendent of Schools with a written list of its local officers and shall promptly notify the Superintendent in writing of any changes thereto. Only such listed officers shall be recognized by the Superintendent for the purpose of joint meetings except that the Union or the

Superintendent of Schools may, at its discretion, be represented by a Union officer, field representative, and/or their legal counsel.

Use of the Bulletin Board: The Superintendent shall permit the use of a bulletin board located in areas frequented by the Union members for posting of notices concerning Union business and activities, in common with other school employee organizations which may have such a right. The Superintendent will make space available for the Union to put up a bulletin board or designate an area on a bulletin board in the following places: in each school and in the teachers' room.

ARTICLE VI - UNION DUES

An employee covered by this Agreement may choose to join the Union, the sole collective bargaining agent for the employees described above, upon payment of uniform and non-excessive dues and initiation fees as are required by the Union. Continued membership in the Union shall be subject to such rules and regulations, by-laws, and constitutions as are uniformly applied by the Union to all its members. Westwood Public Schools will advise the Union in writing of the name, address, classification, and department of each new employee.

Upon receipt by the Westwood Public Schools of a signed voluntary authorization by an employee (see the dues authorization form below), the Westwood Public Schools agrees to deduct the initiation fee (if any) and monthly Union membership dues from the wages of said employee and remit the aggregate amount to the treasurer of the Union along with a list of employees from whose pay said dues have been deducted.

Such remittance shall be made by the tenth (10th) of the succeeding month.

An authorization may be revoked by an employee by sending a signed written notice thereof to the Director of Business and Finance of the Westwood Public Schools. Said revocation shall take effect sixty (60) days after the receipt thereof by the Director of Business and Finance. The Westwood Public Schools shall send a copy of the revocation to the Union.

The following authorization of dues form shall be used for Union dues and initiation fees:

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
 Last Name First Name Middle Name

To: _____
 Employer Department

Effective Date _____

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee and, once each month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall continue for a period of one year from the date hereof, or until the termination of this Agreement (whichever occurs first), and shall be automatically renewed for successive periods of one year unless written notice of revocation is given by me to you in writing, upon the receipt whereof this authorization shall expire sixty (60) days thereafter.

Signed: _____

Date: _____

Address: _____

The Union shall notify Westwood Public Schools by certified mail of any change in the sum of money to be deducted as dues pursuant to the authorization hereunder, which amount the Westwood Public Schools shall begin to deduct thirty (30) days after receipt of the notification. The Union agrees to hold the Westwood Public Schools harmless from any liability arising from the operation of this article.

ARTICLE VII - SALARY

Effective July 1, 2020 through June 30, 2021

| Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|---------|---------|---------|---------|---------|
| \$16.18 | \$17.04 | \$17.91 | \$18.89 | \$19.86 |

Assistants hired after January 31 shall not advance to the next step until July 1 of the following year.

| Seniority July 1, 2020 through June 30, 2021 | |
|---|---|
| after 5 years of service | \$1.10 increase to the base rate |
| after 10 years of service | \$2.10 increase to the base rate |
| after 15 years of service | \$3.10 increase to the base rate |
| After 20 years of service | \$4.10 increase to the base rate |

Education Incentive: Assistants who work twenty-one (21) or more hours per week and hold a current teaching certificate at the beginning of the school year will receive a \$450 stipend at the completion of that school year.

ARTICLE VIII - SICK LEAVE

All full time Assistants will be granted a total of fifteen (15) days sick leave per year with an accumulation of unused sick leave to a total of one hundred and eighty (180) days. New hires shall accumulate one and one-half (1 ½) days per month, total of fifteen (15) days per year for a maximum accumulation of one hundred and eighty (180) days.

Sick Leave Buy-Back: Unused sick days will be bought back upon the assistant's retirement at the rate of twenty-five dollars (\$25.00) per day for a maximum accumulation of one hundred and eighty (180) days.

Part-Time Assistants: Part-time assistants (20 hours per week or less) will be granted a total of seven (7) days sick leave per year.

Sick leave is granted when an employee is incapacitated from performance of duties due to sickness or injury. Also, sick days may be accessed in the case of illness or injury of a family member (spouse, child, or parent) requiring the attention of the employee, not to exceed ten (10) sick days per year.

The parties acknowledge that the School Department is subject to the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the Small Necessities Leave Act.

If an employee is absent from work under the Family and Medical Leave Act for personal illness or injury, he or she will be required to use any accrued sick, personal, or

vacation time during the FMLA leave. If an employee is absent from work under the Family and Medical Leave Act to care for a family member (as defined above), he or she will be required to use any accrued personal or vacation time and may apply up to ten (10) sick days as described above.

In catastrophic circumstances, an employee may request to access additional accumulated sick leave to care for a family member, which may be granted at the sole discretion of the Superintendent.

ARTICLE IX- PERFECT ATTENDANCE AWARD

A one hundred fifty dollar (\$150.00) award payment will be made to Assistants who have perfect attendance between September and January of each contract year.

A one hundred fifty dollar (\$150.00) award payment will be made to Assistants who have perfect attendance between February and June of each contract year.

ARTICLE X - PERSONAL DAYS

All full-time Assistants will be granted three (3) personal days per year. New hires who are full-time shall receive one (1) personal day after completing forty-five (45) school days and receive a second (2nd) day after completing ninety (90) school days. Part-time assistants will be granted one (1) personal day per year. New hires who are part-time assistants shall receive one (1) personal day after completing forty-five (45) school days.

Unused personal days shall be rolled over into the employee's sick bank.

Employees are expected to make the request for a personal day at least forty-eight (48) hours in advance in order to ensure the effective operation of the school, except in cases of emergencies or unforeseen circumstances.

ARTICLE XI - HOLIDAYS

All Assistants will be paid for the following legal holidays:

- Martin Luther King Day
- Good Friday
- Memorial Day
- *Labor Day
- *YomKippur
- *Rosh Hashanah
- Columbus Day
- Veterans Day
- ½ day before Thanksgiving

Thanksgiving Day
day after Thanksgiving
½ day before Christmas

*This is only a paid holiday when the day is scheduled on the school calendar or school opens before Labor Day.

ARTICLE XII - LEAVE FOR RELIGIOUS OBSERVANCE

Each regular employee can use his/her accrued personal days for observance of religious holidays that are not regularly included in the school holiday schedule.

Reasonable advance notice to the individual's immediate supervisor is a prerequisite to the granting of leave for religious observance.

Any employee who has obtained religious pay contrary to the above rules and regulations through misrepresentation by him/her or by any person on her/his behalf shall be considered to have acted in an unprofessional manner and will be subject to appropriate action.

ARTICLE XIII - VACATIONS

Assistants who have completed two (2) years of service will be granted one (1) paid school vacation week (5 working days).

Assistants who have completed seven (7) years of service will be granted two (2) paid school vacation weeks (10 working days).

Assistants who have completed ten (10) years of service will be granted three (3) paid school vacation weeks (15 working days).

In accordance with the schedule above, an Assistant shall be credited with additional vacation days during the first week in the July following his or her anniversary date.

ARTICLE XIV - TUITION REIMBURSEMENT

An Assistant who has completed two (2) years of service to the Westwood Schools shall qualify for reimbursement of fifty percent (50%) of two job related courses that have been approved in advance by the Superintendent and must be satisfactorily completed.

Classes required by the School Department or Superintendent of Schools shall be paid 100% by the School Department.

The total reimbursement per course shall not exceed \$300.00 per year, per Assistant.

ARTICLE XV - BEREAVEMENT

Bereavement leave may be granted to all Assistants not to exceed three (3) days without the loss of pay and in addition to any other leave. This applies to death of a parent, sibling, spouse, child, grandchild, grandparent, domestic partner, in-law, or a permanent member of the immediate household. One day leave without loss of pay shall be granted for an assistant to attend the funeral of another family member.

Extensions will be granted in extenuating circumstances, with additional days to be taken from accumulated sick leave.

ARTICLE XVI- NO SCHOOL DAYS

All Assistants affected by a "No School Day" shall be paid for the day in the event that it will not be made up at the end of the school year. Assistants will be paid their regularly-scheduled hours in the event that the Assistant's school has a delayed opening or early release due to inclement weather or any unforeseen circumstances. Assistants may use personal or vacation days when school has been cancelled due to snow.

ARTICLE XVII - STAFF DEVELOPMENT DAYS

Assistants are required to attend Staff Development Day programs upon request from their supervisor. On staff development days, Assistants will be paid from the beginning of the work day until the end of their staff development.

ARTICLE XVIII - WORK YEAR

The work year for Assistants will normally be the one hundred and eighty (180) day school calendar, plus the day before school opens and the day after school closes.

ARTICLE XIX- PERFORMING ALTERNATIVE DUTIES

Any Assistant performing duties for the school principal which is outside the accepted scope of an assistant's duties (i.e., cafeteria monitor, office receptionist) when such duty extends the working hours of said assistant, shall be paid at the assistant's contractual wage.

If an IA works as a substitute teacher, as assigned by his or her supervisor, for a half day or more (i.e., at Middle School and High School, totalling 4 instructional blocks or more; at elementary, totalling 3 hours or more), he or she will receive a stipend equivalent to twice the employee's hourly wage rate, not to exceed \$125 in a particular workweek.

ARTICLE XX - EVALUATIONS/REDUCTION IN FORCE

All evaluations will be reviewed by the Assistants on an annual basis with their immediate building principal by June 15 of the current year. By no later than August 1, the Assistant will

receive a letter of employment for the upcoming year with their anticipated assignment. If a reduction in force occurs, Assistants will be riffed on the basis of seniority and qualification of evaluation.

In the event of a layoff due to a lack of work or lack of funds, the most junior employee shall be laid off first, then the next junior going up the seniority list. Recall shall be the last one laid off and shall be recalled first going down the seniority list. An Assistant shall be eligible to be recalled for up to one (1) year. The rights of a laid off employee under this Section shall be further subject to the following conditions:

1. That such employee at the time of such application is qualified for such position.
2. That the employee is available to return to the position within 21 days (or such longer time as the School Department may allow) after notice of acceptance for the position is mailed to the School Department. The School Department shall notify a laid off employee of any vacancies in bargaining unit positions that arise after her /his date of layoff. A laid off employee who has the rights under this Section shall keep the School Department's Human Resources office informed of her /his current mailing address and telephone number. This Section shall apply to an employee for up to 12 months from her/his date of layoff. Employees who are recalled shall be considered as having the same seniority that she/he would have had if she/he had not been laid off. Employees upon reinstatement shall have all of her/his sick time restored upon return. Accrual rates will include all previous years of Service.
3. Employees who have not kept the School Department's Human Resources Office informed of her /his current mailing address or phone number shall forfeit their rights under this provision.

ARTICLE XXI - VACANCIES

After Management establishes where a vacancy will exist, all vacancies will be posted for ten (10) calendar days. Postings will include location and program. This provision will not preclude management's right to relocate Assistants as needed.

ARTICLE XXII - PERSONNEL FILES

An employee shall have a right to review their personnel file within forty-eight (48) hours upon written request.

ARTICLE XXIII-PARENTAL LEAVE OF ABSENCE

An Assistant shall notify his/her principal, in writing, at least four (4) weeks prior to the probable date of said leave is to commence.

At the time of the notification, the Assistant shall select, in writing, one of the following options:

1. Extended leave without pay- entitlement of sick leave days due to childbirth and recovery.
2. Massachusetts statutory maternity leave of eight (8) weeks with the entitlement of her sick leave benefits for childbirth and recovery. This eight (8) week period will be without pay for an Assistant except for the entitlement of her remaining sick leave days.

ARTICLE XXIV - JURY DUTY

Assistants called to serve jury duty shall not suffer loss of pay.

ARTICLE XXV - MILITARY LEAVE.

In accordance with Mass. General Laws.

ARTICLE XXVI - GRIEVANCE

1. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare conditions of Assistants. Both parties agree that proceedings shall be kept as confidential as possible.
2. Definitions
 - a. "Grievance" shall mean a claim by an Assistant that there has been violation, misinterpretation, or misapplication of the provisions of this Agreement/Contract.
 - b. "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.
 - c. "Days" shall mean working school days.
3. Time Limits
 - a. 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.
 - b. If an Assistant does not file a grievance in writing within thirty (30) days after he/she knew of the act or conditions on which the grievance is based, then the grievance shall be considered as waived.
 - c. 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.
4. Informal Procedures
 - a. If an Assistant feels that he/she may have a grievance, he/she may first discuss the matter with her/his building principal or Assistant Superintendent.

- b. If an Assistant is not satisfied with such disposition of the case, he/she shall have the right to have the Union assist her/him in further efforts to resolve the problem informally with her/his building principal or Assistant Superintendent.
 - c. If the Union approves the grievance, it must be filed with the Assistant Superintendent within five (5) working days.
5. Formal Procedures
- a. Level One - Immediate Supervisor
 - i. If an aggrieved person is not satisfied with the outcome of informal procedures, or if he/she has elected not to utilize them, he/she may present her /his claim as a formal grievance in writing to the Assistant Superintendent.
 - ii. The Assistant Superintendent shall, within five (5) days after receipt of the written grievance, render his/her decision to the aggrieved person.
 - iii. If the aggrieved person is not satisfied with the decision of her /his grievance at Level One, he/she may, within three (3) days after the decision or within eight (8) days after her/his formal presentation, file her/his written grievance with the Union.
 - iv. If the Union approves the grievance it must be filed with the Assistant Superintendent within five (5) working days.
 - b. Level Two - Superintendent of Schools
 - i. The Superintendent shall, within ten (10) days after receipt of formal grievances, meet with the aggrieved person and with the representatives of the Union for the purpose of resolving the grievance.
 - ii. The Superintendent shall, within three (3) days after the hearing, render his decision in writing to the aggrieved person, with a copy to the President of the Union.
 - c. Level Three - School Committee
 - i. If the aggrieved person is not satisfied with the disposition of grievance at Level Two, he/she may, within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the Union to the Westwood School Committee.
 - ii. The Union shall, within three days after receipt, refer the appeal to the School Committee if they so approve.
 - iii. The School Committee shall, within fifteen (15) days after receipt of the appeal, meet with the aggrieved person and with representatives from the Union for the purpose of reviewing the grievance.
 - iv. The School Committee shall, within three (3) days after such meeting, render its decision in writing to the aggrieved person, with a copy to the President of the Union.
 - d. Level Four - Impartial Arbitration
 - i. If the aggrieved person is not satisfied with the disposition of her/his grievance at Level Three, he/she may, within three (3) days after the decision, or within six (6) days after the School Committee Meeting, request in writing that her/his grievance be submitted for arbitration.

- ii. The Chairman of the Westwood School Committee and the. President of the Union shall, within ten (10) 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 (10) days, the American Arbitration Association shall immediately be called upon to select one.
 - iii. The arbitrator shall confer promptly with representatives of the School Committee and the Union shall review the record of prior hearings, and shall hold such further hearings with the aggrieved person and other parties in interest as he shall deem requisite, and shall render a decision, in writing, within thirty (30) days.
- e. Level Five - Impartial Arbitration
 - i. The scheduling of hearings by the Arbitrator shall occur on weekdays between 4:30pm and 10pm and at other times agreed upon by the School Committee and the Union.
 - ii. The costs for the services of the Arbitrator shall be borne equally by the School Committee and the Union.
 - iii. 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 that step.