

***AGREEMENT BETWEEN***

**THE WESTWOOD SCHOOL COMMITTEE**

**AND**

**THE WESTWOOD CUSTODIAL AND  
MAINTENANCE UNIT**



**July 1, 2009 – June 30, 2010**


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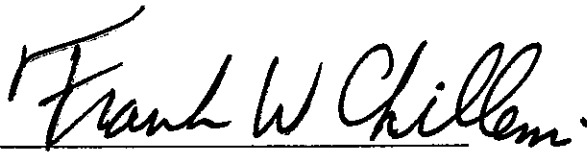
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**AGREEMENT BETWEEN**  
**THE**  
**WESTWOOD SCHOOL COMMITTEE**  
**AND**  
**SEIU LOCAL 888**  
**WESTWOOD CUSTODIAL AND MAINTENANCE CHAPTER**  
**2009 - 2010**

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, 2009 for a three-year period through June 30, 2010.

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 one year period.

  
\_\_\_\_\_  
Chairman, Westwood School Committee

  
\_\_\_\_\_  
SEIU Local 888 Chapter President

  
\_\_\_\_\_  
SEIU Local 888 Bargaining Representative

**ARTICLE 1. – SALARY**

Effective July 1, 2009 – June 30, 2010 – 0.0%

Classification/step	1	2	3	4	5	6
Jr. Custodian	\$15.59	\$16.43	\$17.02	\$17.92	\$18.77	\$19.91
Hd Grounds	\$16.37	\$17.30	\$17.88	\$18.79	\$19.66	\$20.83
Senior Custodian/Maintenance	\$17.03	\$18.03	\$18.61	\$19.50	\$20.42	\$21.60

All school department custodial employees shall be placed on the proper step of the above salary schedule. The anniversary date determines step changes.

**ARTICLE 2. – OVER TIME RATE**

Time and one half pay for all hours worked over forty (40) hours during a normal work week (Monday – Saturday) not including approved absences. One-half hour will be for lunch.

All work on Sundays and Holidays will be at the double time rate except building checks.

Building checks will be a minimum of two (2) hours at the time and one half rate with the exception of Christmas and Thanksgiving, 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.

Call backs will be a minimum of two (2) hours exclusive of heating and security checks, flag raising or apparent acts of negligence on the part of the custodian.

Schedule for custodians during summer vacation will be 8:00-4:00 PM.

**ARTICLE 3. - NIGHT SHIFT RATES**

The night differential for the term of the contract will be fifty five cents per hour (\$0.55/hr.).

Only those employees who are regularly scheduled to work beyond 8:00 pm 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 pm by an overtime situation shall not be eligible for the night shift rate.

#### **ARTICLE 4. - LONGEVITY PLAN**

Ten (10) years service to fifteen years service	\$ 675.00
Fifteen (15) years service to twenty years service	\$ 725.00
Twenty (20) years service or more	\$ 775.00

#### **ARTICLE 5. - VACATION SCHEDULE**

After one (1) full year	Two weeks
After five (5) full years	Three weeks
After ten (10) full years	Four weeks
After twenty (20) full years	Five weeks plus one (1) day

Employees shall receive one (1) additional vacation day for each five (5) additional years of service. ( e.g. 25 years = 27 days, and so forth)

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

All vacation requests of five (5) 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.

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

#### **ARTICLE 6. - SICK LEAVE**

All full-time custodians will be granted fifteen (15) days sick leave per year, accumulative to 275 days. A doctor's certificate may be requested by the Superintendent's Office after an absence of three (3) consecutive days.

An employee may use up to a maximum of five(5) days per calendar year 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.

5. When appointments with licensed medical or dental professionals cannot reasonably be scheduled outside of normal working hours for purposes of medical treatment or diagnosis of an existing medical or dental condition.

#### **ARTICLE 7. - HOLIDAYS**

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

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

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

#### **ARTICLE 8. - BEREAVEMENT**

Bereavement leave may be granted not to exceed 4 days without the loss of pay. This applies to death of father, mother, son, daughter, brother, sister, husband, wife, grandchild, grandparent, in-laws, or any persons residing in the member's household and other special cases at the discretion of the Superintendent's Office.

#### **ARTICLE 9. - RETIRING INCREMENT**

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 \$20.00 per day, up to a maximum of \$5,500.00. 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.

#### **ARTICLE 10. - PAYROLL DEDUCTION**

Payroll savings bonds may be deducted from payrolls under provisions laid down by the Superintendent's Office.

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 11. – GRIEVANCES**

### **Purposes**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may 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 is 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 11, 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.

### **Time 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 20 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 that 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 Union, 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 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 (5) 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 (3) days after the decision, or within eight (8) days after his formal presentation, file his/her written grievance with the Service Employees International Union, Local #888.
4. If the Service Employees International Union, Local #888 approves the grievance it must be filed with the School Committee within five (5) 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 (3) days after the decision, or within six (6) 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 (3) days after receipt, refer the appeal to the Westwood School Committee if they so approve.
3. The Westwood School Committee shall, within fifteen (15) 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 (3) 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 2, he/she may, within three (3) days after the decision, or within six (6) days after the Westwood School Committee Meeting, request in writing that his 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 (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.
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 (30) days.
4. The scheduling of hearings by the arbitrator shall occur on weekdays between 4:30 PM and 10:00 PM, 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 that step.

## **ARTICLE 12.**

### **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 (1) 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 (2) applicants. Said applicants will represent the senior applicants interested in that position. After selection, there will be a sixty (60) day evaluation period. If the appointee fails to pass this period, then the administration can go back to the final three (3) 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 (5) 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 (5) day notice in advance in the case of involuntary transfer and ten (10) 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 will be the criteria. However, all employees hired within the last six (6) 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 (30) 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 13. - SENIOR CUSTODIAN**

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 (3) 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 14. - AGENCY FEE**

The School Committee accepts the agency fee wherein Service Employees International Union, Local #888, can assess all custodians and maintenance personnel not members of Local #888 and annual amount as of the six (6) months of employment, which shall be commensurate with the cost of collective bargaining and contract administration. Official fee shall be determined annually by the Union not to exceed 95% of the combined membership dues of Local #888.

**ARTICLE 15. - PERSONAL DAY**

Two (2) personal days will be granted each custodian annually upon authorization of the Director of Operations or the Assistant Superintendent of Schools.

**ARTICLE 16. - PERFECT ATTENDANCE BONUS**

Any member of the bargaining unit who does not take any sick leave during the preceding time period shall be paid as follows:

July 1 – December 31	\$ 250.00
January 1 – June 30	\$250.00

In the event a member of the bargaining unit has been granted an approved absence, such absence shall not be counted towards the Perfect Attendance Bonus days but will be deducted from their sick leave. A doctor's note may be required in order to preserve the perfect attendance bonus. All other sick leave certification shall be subject to Article 6.

**ARTICLE 17. - INSURANCE AND UNION DUES**

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

**ARTICLE 18. - 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 19.-STAFFING**

When a custodial position at the high school is vacant during the school year, whenever possible after five (5) 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 Saturdays, Sundays, or Holidays, shall be scheduled for no less than two (2) hours.

**ARTICLE 20. - PROBATION PERIOD**

There will be a probation period of six (6) months for all new custodial employees.

## **ARTICLE 21. - RETIREMENT BONUS**

Any member of the bargaining unit with fifteen (15) years of service or more shall receive two (2) weeks pay; twenty (20) years of service or more three (3) weeks pay; and thirty (30) years of service or more four (4) weeks pay as a bonus upon retirement. Retirement to be a formal retirement on pension.

## **ARTICLE 22. - FOOTWEAR**

All Custodians, Groundsmen and Maintenance personnel shall receive an allowance for appropriate footwear as follows:

Grounds and Maintenance - \$ 100.00

All Custodians - \$ 50.00.

## **ARTICLE 23. - FILES**

All members of the bargaining unit that have not had a disciplinary record on file for a period of three (3) years shall have all other disciplinary records removed from the personnel files.

## **ARTICLE 24. - UNPAID LEAVE OF ABSENCE**

Any employee of this unit who has one (1) year seniority may apply for a leave of absence not to exceed six (6) 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 (5) year period following his or her return from said leave.

## **ARTICLE 25. - 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 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 (1) 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 (7) 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 (1) day to the bank. Each time the bank gets to fifteen (15) days, upon request, all members of Local 888 who wish to donate can do so, up to one (1) day.

### **ARTICLE 27. - RETIREMENT INCENTIVE**

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 28. - POLITICAL EDUCATION FUND**

Upon demand of the Union and within forty-five (45) 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 (.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 29-SNOW REMOVAL**

All custodians will report to work during the week and on the weekends for snow removal, as soon as possible, if 2 or more inches are forecasted. During school vacations and school holidays, management will notify custodians whether or not to report to work for snow removal.

### **ARTICLE 30. - 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 (60) days from the signing of this agreement.

## **APPENDIX A.**

The Union and Employer agree upon and have enumerated below the Past Practices referenced in Article 30 of the Agreement between said parties for the term July 1, 2003 through June 30, 2006.

### **PAST PRACTICES:**

#### **Hours:**

Normally shift "A" will be 6:30 a.m. to 2:30 p.m. and shift "B" will be 2:30 p.m. to 10:30 p.m. However, Management reserves the right to adjust shift times accordingly to meet the needs of the district.

#### **Building Occupying:**

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

#### **Leave Request:**

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

#### **Building Overtime:**

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.

#### **Union Leave:**

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

(5/14/04)