

AGREEMENT

between

TOWN OF WESTPORT SCHOOL COMMITTEE

and

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO, STATE COUNCIL 93, LOCAL #2667

UNIT C

This agreement, entered into by the Town of Westport School Committee, hereinafter referred to as the Employer, and Local 2667, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of conditions of employment.

July 1, 2017 to June 30, 2020

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Principles of Agreement

The Committee and the Union agree that the prime purpose of the Committee, the Administration, and all of the employees of the Committee is to provide education of the highest possible quality for the children of Westport. Every action taken and decision made by the Committee, the Administration, the teaching staff and all of the other employees shall adhere to this overriding principle. The parties recognize that this goal must be and can be accomplished within the limited financial resources available to the Committee.

Under the law of Massachusetts, the Committee has final responsibility for establishing the educational policies of the public schools of Westport. The Superintendent of Schools of Westport has responsibility for carrying out the policies so established. The employees of the Committee have the responsibility for providing education of the highest possible quality and this includes not only teaching but also all of the other services necessary to provide this education.

ARTICLE I

RECOGNITION

The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing conditions of employment of all Custodians, Maintenance Helpers, Maintenance Assistants, Food Service Managers, Food Service Staff, Clerical Staff, Teaching Assistants, Paraprofessionals, Campus Supervisor/Locker-Restroom Monitors, and Licensed Practical Nurses. Teaching Assistants and Paraprofessionals will be further subdivided into "Teaching Assistants and Paraprofessionals OR Teaching Assistants and Paraprofessionals Assigned to Work with Teachers in Self-Contained Special Education Classrooms."

The word "employees" as used in the agreement refers only to full time employees, whether said employees are employed on a full year basis or a school year basis.

The employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this agreement. All part-time employees shall receive all benefits on a pro-rated basis based on a full-time equivalency (FTE) of a forty-hour work week. All part-time employees shall accrue seniority and step increases based on the ratio of their hours of work to a FTE. The parties understand and agree that eligibility for health insurance shall continue to be governed by the statutory requirements and shall not otherwise be affected by pro-ration.

ARTICLE II

MANAGEMENT RIGHTS

1. The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be construed to derogate from or impair any power, right or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Committee has and will continue to retain, whether exercised or not, all of the rights, powers and authority hereby reserved to it. Except when it can be clearly shown that conduct

or action by the Committee is in violation of a specific provision of this Agreement, the right to manage the business and affairs of the Committee, to operate the schools and to direct the working forces shall not be the subject of a grievance or arbitration proceeding hereunder.

2. The listing of the following specific rights of management in this Article is not intended to be a waiver or limitation of any of the rights of the Committee not listed herein. Such inherent management rights shall remain exclusively with the Committee, except as they may be shared with the Union by a specific provision or provisions of this Agreement.
3. Among those management rights are the following:
 - a. The right to hire, promote, train, transfer, discharge, suspend or otherwise discipline employees; to demote, layoff and to relieve employees from duty because of lack of work, insufficient funds or other legitimate reasons. Any demotions, suspensions or other discipline, or discharge resulting from disciplinary reasons shall be for just cause.
 - b. To determine: the methods, means and personnel for all operations, the scheduling of operations and the extent to which its own or other facilities and/or personnel shall be used; to abolish any service; to require reasonable overtime; to take whatever action is necessary to carry out its work in emergency situations. During emergencies all employees are to be available for overtime work.
 - c. To select and determine the number and types of employees required, to evaluate employees, to determine the standards of productivity and performance for their work; to determine their duties and assignments; to determine the content of job classifications; to promulgate reasonable rules and regulations; to establish and change work schedules; to establish or change any service; to maintain order and efficiency; to determine the starting and quitting time of all employees; to maintain order and efficiency in the work place and to fix standards for quality and quantity of work to be done.

ARTICLE III

UNION DUES

Employees may, at their option, tender the initiation fee (if any) and any monthly membership dues by signing authorization forms. Upon the Union presenting to the Town Treasurer said forms, properly completed and executed, then the employer agrees to deduct each month union membership dues levied in accordance with the constitution of the union from the pay of each employee of said unit and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have said dues deducted. Said remittance shall be made by the 10th of each month. An employee may rescind any authority by advising the Town Treasurer in writing of her/his intention to revoke authority to deduct dues.

AFSCME PEOPLE "The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance".

ARTICLE IV

DISCRIMINATION AND COERCION

The employer and Union agree that they will not discriminate against any employee for exercising her/his rights under the provisions of Chapter 150E or this agreement.

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURE

A grievance is a dispute between the parties which specifically relates to the application or meaning or interpretation of a specific provision(s) of this agreement. Any grievance which may arise between the parties shall be settled in the following manner:

Step 1: The Union steward and/or representative, with or without the aggrieved employee, shall file the grievance or dispute in writing with the employee's immediate supervisor within seven (7) calendar days of the date of the grievance or the Union's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within seven (7) calendar days.

Step 2: If the grievance has not been settled by the immediate supervisor within seven (7) calendar days it may be presented in writing to the Superintendent or his/her designee within seven (7) calendar days after the immediate supervisor's response is due. The superintendent or her/his designee shall respond to the steward in writing within ten (10) working days.

Step 3: If the grievance is still unadjusted, either party may, within thirty (30) days after the reply of the Superintendent is due, by written notice to the other, request arbitration.

a. If the School Committee and the Union are unable to agree on the selection of an arbitrator within ten (10) days after receipt by the other of such written request for arbitration, either party may promptly refer the grievance for selection of an arbitrator, alternating between the American Arbitration Association and the Labor Relations Connection, and in accordance with the respective rules of the AAA or LRC applicable to labor arbitration. The first grievance referred to arbitration following the effective date of this contract shall be filed with the AAA.

b. The function of the arbitrator is to determine the interpretation and application of express and specific provisions of this Agreement. There shall be no right of arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

c. The arbitrator shall hold a hearing on the grievance, giving the parties a full opportunity to be heard, as soon as is practicable after her/his selection and shall endeavor to render her/his decision in writing, within thirty (30) calendar days after the close of the hearing or after the filing of post-hearing briefs, if such briefs are filed. The expenses of the arbitration proceedings, including the fees and expenses of the arbitrator, shall be borne equally by the Town and the Union. Each party shall bear the cost of preparing and presenting its own case.

d. Specifically excluded from arbitration procedure is any alleged grievance for which the employee and/or her/his union representative has instituted proceedings in any other tribunal or forum.

ARTICLE VI

JOB SECURITY

No employee in the unit shall have any disciplinary action taken against her/him until she/he has been given a written statement of the specific reason(s) for such contemplated action.

No employee shall be disciplined or discharged unless there is just cause. As a result of budget restraints, layoff notification will be given one month after the final date of Town Meeting.

ARTICLE VII

UNIFORM ALLOWANCE AND LICENSE FEES

Costs of uniforms and/or license fees will be paid by the Committee, if uniforms and/or license fees are required by the Committee as a condition of employment.

Foul Weather Gear - The Superintendent will continue to provide foul weather gear for appropriate employees.

The Committee will reimburse custodians up to \$100.00 per year for work shoes with submission of receipts by May 1st, in accordance with the District's reimbursement procedure.

ARTICLE VIII

JURY PAY

The employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty. Employees shall turn over to the Committee all court payment or reimbursement in return for their regular payment.

ARTICLE IX

BEREAVEMENT LEAVE

A. Days not charged to Personal and/or Sick Leave:

1. An employee shall be allowed up to four (4) weekdays immediately following the day of death for each death in the immediate family during any fiscal year. If the employee is scheduled to work on a weekend immediately following the day of death, the employee will be entitled to take bereavement days on those weekend days immediately following the day of death. This allowance is not cumulative. It is not charged to sick leave. Immediate family means: life partner, children, father, mother, sister, brother, grandparents, grandchildren or any other member of the same household. Upon proof of a ceremony or service to be attended at a later date, the Superintendent may, in his/her sole discretion, permit the use of bereavement leave days which do not immediately follow the immediate family member's death.

2. In the event of the death of a mother-in-law or father-in-law, brother-in-law or sister-in-law, an employee shall be allowed up to four (4) days calendar days off during any fiscal year.

B. Days charged to personal and/or Sick Leave:

1. In the event of the death of a significant other, either one (1) day of sick leave or one (1) day of personal leave time may be used.

ARTICLE X

HOLIDAYS - FULL TIME PERSONNEL

In addition to days actually worked, all full year personnel shall be entitled to the following paid holidays and days off:

1/2 day before New Year's Day	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents' Day	1/2 day before Thanksgiving
Good Friday	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	1/2 day before Christmas Day
Independence Day	Christmas Day

However, in order for an employee to be entitled to be paid for said holiday, s/he will be required to be on pay status the day before and the day after said holiday. Pay status remains in effect even though school vacations may intervene before the holiday unless said employee is on 1) illness or on the job injury which occurred after the employee reported to work, 2) sick leave or 3) bereavement leave as defined in Article IX.

HOLIDAYS - SCHOOL YEAR PERSONNEL

In addition to actual days worked, all school year personnel, except cafeteria workers, shall be entitled to the following paid holidays and days off:

Labor Day	Martin Luther King Day
Columbus Day	Veteran's Day
Thanksgiving Day	Patriot's Day
1/2 day before Thanksgiving	Memorial Day
Full day after Thanksgiving	Good Friday
1/2 day for Christmas Day	1/2 Day for New Year's Day
Presidents' Day	

NOTE: Cafeteria workers shall be entitled to the full day before Thanksgiving in addition to the other ten holidays listed above.

However, in order for an employee to be entitled to be paid for said holiday, s/he shall be required to be on pay status the day before and the day after said holiday. Pay status remains in effect even though school vacations may intervene before the holiday unless said employee is on 1) illness or on the job injury which occurred after the employee reported to work, or 2) sick leave 3) bereavement leave as defined in Article IX.

ARTICLE XI

SENIORITY

The length of continuous service of an employee within her/his job classification in a bargaining unit shall determine the seniority of the employee. Part-time employees will accrue seniority on a pro-rated basis, based on their full-time equivalency (FTE). The job classifications are: Custodians, Maintenance Helpers, Maintenance Assistants, Food Service Managers, Food Service Staff, Clerical Staff, Teaching Assistants, Paraprofessionals, Teaching Assistants-Self-Contained Special Education Classrooms, Paraprofessionals-Self-Contained Special Education Classrooms, Campus Supervisor/Locker-Restroom Monitors, and Licensed Practical Nurses.

LAYOFFS

In the event there is a layoff of one or more employees in the bargaining unit, the person(s) chosen for layoff will be the least senior employee(s) in the classification in which the layoff occurs. Laid off employees may "bump" back into another classification and displace the least senior employee if the laid off employee(s) has worked in that other classification for the School Committee for at least one school year within the past fifteen (15) years.

If at the time of her/his layoff, an employee has been employed continuously for three full school years, the following will apply:

1. If the employee desires to be considered for openings that occur within her/his classification within twenty-four (24) months of the effective date of layoff, the employee must inform the Superintendent's office of that fact and supply a current mailing address and phone number.
2. If an opening occurs within the employee's classification within this 24 month period, the Superintendent's office will use reasonable efforts to notify the employees who have conveyed interest consistent with Paragraph 1 that she/he may apply.
3. If an employee who has rights under this section is rehired within the 24 month period, she/he will be credited with the unused sick leave, accrued seniority, and step placement that she/he had at the time of layoff.
4. There is no guarantee that the employee with rights under this section will be appointed to an open position. Decisions made in the filling of open positions, either under this section or otherwise, will not be grievable or arbitrable.
5. Any former employee on layoff who refuses an offer of re-employment within the 24-month period loses all seniority rights and all benefits held at the time the layoff became effective.

ARTICLE XII

JOB POSTING AND BIDDING

When a position covered by this agreement is created or becomes vacant and when the Superintendent or her/his designee decides to fill the vacancy, such vacancy shall be posted in a conspicuous place listing the job description and the Superintendent shall provide email notice of such vacancy to the Union president. This notice shall be posted in-house for a seven (7) day period before being advertised outside the unit. Employees interested shall apply for positions within that seven (7) day period through "Schoolspring". The successful applicant shall be given

up to a forty-five (45) day trial period in the new position at the applicable rate of pay. If the candidate was previously employed in the bargaining unit and fails to satisfy the qualifications of the new position, she/he shall be returned to her/his old position and rate of pay. The principal or the superintendent, whichever is appropriate, will award the position to the most qualified senior applicant, provided that the choice is not made arbitrarily or capriciously. The employee who is appointed to the vacant position is required to remain in that position for one calendar year following the effective date of the appointment, except that s/he may bid for a promotion to a different position.

ARTICLE XIII

SICK LEAVE

1. Sick leave will mean authorized absences from work because of personal illness, a medical condition that requires a visit to the doctor, or a family medical condition that prevents the employee from performing her/his normal duties.

Each employee shall be credited with one and one-half (1 ½) days of sick leave on the last day of each month worked. Sick leave may be accumulated but only to a limit of 185 days.

2. An employee may be required to submit a medical report from his/her physician after using sick leave for four (4) consecutive work days, or where a pattern of sick leave abuse is suspected. An employee who uses twelve (12) or more sick days in any school year may be required to undergo a job-related physical, fitness-for-duty examination. Reasonable expenses of said medical reports or examinations required by the employer will be paid by the employer.
3. Each employee shall be allowed to use not more than seven (7) days of said days credited per year for family sick leave to be deducted from accrued sick leave, with the understanding that the superintendent or superintendent's designee can grant additional family emergency time in extraordinary circumstances if the employee submits a written request. Family sick leave will be granted when:
 - a. An emergency illness or injury in the family that requires an employee to make arrangements for necessary medical and nursing care.
 - b. A serious or critical illness in the immediate family, or of any person for whose welfare the employee is solely responsible.
 - c. The taking care of either 1) a member of the immediate family or 2) a person for whose welfare the employee is solely responsible.

Employees shall be permitted to use up to three (3) of these seven (7) "family sick days" annually for medical appointments for such individuals which cannot be scheduled outside of work hours. Employees using family sick days for a medical appointment may be required to submit a doctor's note explaining the inability to schedule the appointment outside work hours. The exception to this requirement shall be for family sick days taken for care of children younger than high school age, for which no doctor's note will be required.

The Superintendent may grant employees up to five (5) additional unpaid days each year for the care of a family member, upon written request of the employee.

4. The Employer will pay any employee covered by the agreement who has had ten or more years of service in the School Department, who retires or voluntarily terminates her/his

service, for all unused sick leave at the rate of twenty dollars (\$20.00) per day up to a maximum of one hundred forty (140) days. Employees with twenty-five (25) years or more of service in the Westport Community Schools will receive twenty-five dollars (\$25.00) for each accumulated sick day not used as of the date of retirement. Staff must notify the superintendent of schools of their intent to retire or voluntarily terminate his/her services by November 1 of the school year in which they intend to cease working if they are to receive payment for these days before September of the year following their exit from the system, otherwise the payment will be made in the following fiscal year.

5. Sick leave shall not be earned for any month in which the employee does not work, except for vacations.
6. In cases where the supervisor or other appropriate administrator has reason to suspect that the employee is abusing the sick leave provided for in this Article, or in cases of excessive or high absenteeism, or an unusual pattern of absence (including absences prior to or following a holiday, vacation period, weekend or leave) the Principal and/or Superintendent may impose disciplinary action, subject to grievance and arbitration.

7. Sick Leave Bank.

a. A sick leave bank shall be established for the purpose of making additional sick leave days available to employees who have been employed by the Committee for at least twelve (12) months, who have exhausted their entire sick leave, vacation, and personal day accumulation, and who have a serious illness or injury. A serious illness or injury shall be one which requires the employee's absence from work for more than ten (10) consecutive work days. Participation in the sick leave bank shall be mandatory in order to apply for days from sick bank.

b. The sick leave bank shall be administered by a Sick Leave Bank Committee ("SLBC") comprised of four (4) persons, two (2) appointed by the Union and two (2) appointed by the Superintendent or Designees. Decisions of the SLBC shall be final and shall not be subject to the grievance procedure.

c. In administering the sick leave bank, determining eligibility and determining the amount of leave to be provided, the following general criteria shall be applied by the SLBC:

- (1) medical evidence of serious extended illness;
- (2) prior utilization of eligible sick, vacation, and personal leave; and,
- (3) other factors as a majority of the SLBC may deem appropriate.

d. No days may be withdrawn from the sick leave bank for any reason other than serious illness or injury. All requests for sick leave bank days shall be submitted in writing to the SLBC and shall include a written statement from the employee's doctor indicating the nature and extent of the illness or injury and the estimated time that the employee will be absent from work.

e. The sick leave bank will be funded by deducting one (1) sick leave day from the accumulated sick leave days of each employee who is qualified to participate in the bank. In no event shall the number of accumulated sick days in the sick leave bank exceed one hundred (100). When the sick leave bank is depleted to thirty (30) days, an additional assessment of one (1) day of sick leave shall be made against the sick leave account of each employee eligible to participate in the bank.

f. A grant of sick leave days from the sick leave bank shall not exceed thirty (30) days per request, after which the employee may re-apply for additional days.

ARTICLE XIV

ATTENDANCE

The maintenance of good attendance is important and necessary to the successful performance of all the duties and functions of every employee. Employees may be required to complete a medical examination at the request of the Superintendent. The School Committee will pay any cost which is not covered by insurance.

All employees, regardless of any available sick leave, are required to work on a regular, continuing and consistent basis. Any excessive or unusual amount of absence from work, for whatever reason, is contrary to the Committee's attendance requirements.

Notwithstanding any other provisions of this Article, and in addition to the rights established therein to determine attendance policies, it is agreed that any employee who, for any reason of absence, excluding family emergency days as well as doctor's excused absences, exceeds seven (7) days of absence per year or four (4) separate instances of absence per year for any reason or reasons, shall be deemed excessively absent. Employees will be notified, in writing, when they have been absent for seven (7) days or for four (4) separate instances. In determining whether or not an employee is excessively absent, exceptions will be made for hospitalizations and serious illnesses.

The Superintendent reserves the right to review and record employee absenteeism from the work place and impose disciplinary action, for violations of its attendance policies, for excessive absenteeism or for a pattern of absenteeism, subject to grievance and arbitration.

The supervisor and/or the Superintendent, or her/his designee, may meet with, talk to or otherwise be in contact with employees concerning their attendance performance.

Attendance sheets will be forwarded to the appropriate supervisor and/or the Superintendent twice yearly, with a copy to the employee. Quarterly attendance sheets will be forwarded to the appropriate supervisor and/or Superintendent. Upon receipt, the supervisor and/or Superintendent will speak with the employees on attendance. Employees who are not regular in attendance must be conferred with. Written reports of these meetings will be processed by the supervisor and/or Superintendent and placed in the employees' personnel files.

When an employee is not in regular attendance, the Superintendent or his/her designee, will be notified. The supervisor and/or Superintendent will meet with the employee and explain that regular attendance is a clear expectation of overall job responsibilities, and the procedure that will be followed if the employee continues not being in regular attendance. Written reports of any meeting with employees shall be placed in the employee's personnel file.

In addition to any other rights the Committee may have, the following procedure will be used for employees not in regular attendance:

1. Eight days absent or five unexcused instances of absence - written reprimand issued by appropriate supervisor and/or Superintendent.
2. Next absence - Employee is subject to additional discipline up to and including discharge.

ARTICLE XV

PERSONAL DAY OFF

Each employee shall be entitled to two (2) days off per year for personal leave after having served a probationary period of three (3) consecutive months. The employee desiring to use such personal leave shall give a minimum of two (2) days' written notice of her/his desire to use such

leave except in the case of an emergency, and said designation shall require the approval of the superior of the employee desiring such personal leave as to the day on which it is taken. This leave shall not be deducted from sick leave or vacation time. Personal days may be used for school closure, due to emergencies.

Employees may carry over one (1) unused personal day from one year to the next, but at no time may an employee accumulate a balance of more than three (3) unused personal days.

UNPAID LEAVE DAYS

Unpaid leave days may only be used after all vacation and personal days are utilized.

ARTICLE XVI

MATERNITY LEAVE - FAMILY MEDICAL LEAVE

Bargaining unit employees will be provided with Parental Leave and/or Family Medical Leave only in accordance with the requirements of the Commonwealth of Massachusetts Parental Leave Act statute (MPLA, MGL c 149, sec. 105D) or the Federal Family & Medical Leave Act of 1993 (FMLA), or both if required by law. The Union acknowledges that the Union and the Committee are subject to the provisions of the Family Medical Leave Act ("FMLA"). The FMLA shall not increase or decrease the length of leave available to eligible employees under this Agreement. Where an employee takes leave for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. Except in case of emergency, a bargaining unit member must give thirty (30) calendar days notice of his/her intention to take FMLA or parental leave. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA.

Employees will make every effort to commence a leave at the beginning of a term or school vacation period.

The employer may require that employees use all available paid leave time concurrent with FMLA or MPLA leave time.

An employee out on paid leave will continue to accrue seniority. Seniority shall not accrue during the period when an employee is on an unpaid leave of absence.

ARTICLE XVII

MILITARY LEAVE

Military leaves of absence without pay may be granted to a permanent employee inducted into the Armed Forces for the required length of service according to the Selective Services and Training Act of 1940, and subsequent amendments by Congress.

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence without pay during the period of such activity in accordance with Chapter 149, Paragraph 52A.

ARTICLE XVIII

VACATION LEAVE

With respect to all employees, vacation leave shall be as follows:

FULL TIME PERSONNEL

In addition to days actually worked, all full time personnel shall be entitled to the following paid vacations:

- a. Two weeks of vacation after one year of service, accrued at a rate of .83 days of vacation/month.
- b. Three weeks of vacation after five years of service, accrued at a rate of 1.25 days of vacation/month.
- c. Four weeks of vacation after ten years of service, accrued at a rate of 1.66 days of vacation/month.
- d. Five weeks of vacation after twenty years of service, accrued at a rate of 2.08 days of vacation/month.

The time of taking vacation will be at the discretion of the Superintendent of Schools.

The principle of seniority shall govern in the choice of a vacation period provided the vacation period is approved by the Superintendent or appropriate supervisor.

SCHOOL YEAR PERSONNEL

In addition to days actually worked, all school year personnel shall be entitled to the following paid vacations:

- a. Two weeks of vacation after one year of service, accrued at a rate of 1 days of vacation/month.
- b. Three weeks of vacation after five years of service, accrued at a rate of 1.5 days of vacation/month.
- c. Four weeks of vacation after ten years of service, accrued at a rate of 2 days of vacation/month.
- d. Employees hired before September 1, 2010 shall receive five weeks of vacation after twenty years of service, accrued at a rate of 2.5 days of vacation/month. Employees hired on September 1, 2010 or after shall not be eligible for a fifth week of vacation.
- e. Employees hired on or after July 1, 2017 shall be eligible for a maximum of 3 week vacation.

All vacations of school year personnel shall be taken during school vacation periods.

ALL FULL YEAR AND SCHOOL YEAR PERSONNEL

Vacations shall not be accumulated and shall be taken in the year in which they accrue. This policy shall be subject to the following exception: If the Superintendent either directly or through her/his designee requires an employee to defer her/his vacation beyond the fiscal year, the vacation shall be so deferred. No employee in the bargaining unit shall be allowed to schedule vacation during the last five (5) work days prior to the end of the school year. This restriction may be waived at the discretion of the Superintendent, upon an employee's written request submitted no later than five (5) days prior to the first day of the requested leave.

All employees shall be awarded vacation time in their second year of employment with the school department on a pro-rated basis based on the amount of vacation time they earned in their first year prior to July 1st. Employees hired after the 15th. of the month will not earn credit for that month.

School year: 1 day per month (of the 185 days of work)
Full year: 0.83 days per month (between July 1 and June 30)

For example:

School year employee:

JM start date of 2/12; in the following fiscal year (starting July 1) would be awarded

5 months x 1 day/month = 5 days

Full year employee:

SA start date of 2/22; in the following fiscal year (starting July 1) would be awarded

4 months x 0.83 day/month = 3 days”.

ARTICLE XIX

EMERGENCY CLOSING

In the event that any school is closed early due to inclement weather or emergency conditions, any employee working in said school or building who is excused from further work by the Superintendent or her/his designee, shall receive a full day's pay. The Superintendent reserves the right to maintain essential personnel on duty during periods of emergency, civil defense alerts and local/state/national emergencies. Essential personnel are defined as employees required to maintain critical building operations, emergency communications systems, emergency medical services, and emergency food service operations.

The Superintendent or her/his designee shall excuse said employees from further work in her/his sole discretion, which discretion shall not be exercised arbitrarily or capriciously.

Inclement Weather – School In Session – In the event of inclement weather, custodians shall be required to report for duty in advance of their scheduled starting time as required by Head of Maintenance and Facilities. Employees who are directed to report for work early as a result of inclement weather shall be compensated on an overtime basis for any time in advance of their regularly scheduled shift. Early call-ins shall not be considered a shift change and all custodians shall still be required to complete their scheduled shift. In the event of an early dismissal due to inclement weather, staff may be asked to remain at work for a time to ensure the safety of the students. If the period of time exceeds their regularly scheduled shift, the additional time will be paid as the overtime rate.

ARTICLE XX

HOURS OF WORK

In order to ensure that it complies with all applicable laws requiring the maintenance of records concerning hours worked by employees, including overtime hours where applicable, and the use of accrued leave time taken, the Committee requires that all members of the Union record their time worked and absences using approved Committee time record tools. Each employee shall officially record the time that the employee enters and exits his/her building each day. It is the duty of employees to ensure that the actual hours worked and leave time taken are accurately recorded.

For Custodians

1. The work week shall consist of five (5) consecutive eight (8) hour days.

2. Eight consecutive hours of work (plus any unpaid lunch period) within the twenty-four (24) hour period shall continue at various schools and shall constitute the regular work day. The Union will be given notice of any changes in hours of work and reason for the change.
3. Eight (8) consecutive hours of work within the twenty-four (24) hour period shall constitute a work shift.
4. Each eight (8) hour shift shall be exclusive of an unpaid meal period of thirty (30) to sixty (60) minutes. If a custodian is required to work during the meal period at the direction of the supervisor or Superintendent, he or she will be paid for that time.
5. All employees shall be scheduled to work on a regular work shift, and each shift shall have a regular starting and quitting time. Staggered shifts which overlap regular work shifts may be established based on organizational needs.
6. Except for emergencies, work schedules shall not be changed unless the employees affected by the change are given (5) day written notice. Snowstorms, fires, and serious building problems are to be considered emergencies under this section.

During all school vacation periods, all employees may be required to work on the day shift. They will be paid their usual rate of pay, including any differential pay. The regular schedule may be maintained, at the choice of the employer. Employees shall receive one week's notice of any schedule changes for vacation periods.

Other Employees

1. The Superintendent will establish the hours of work for employees who work in more than one location and the building Principals will do the same for the employees in their building(s). Maintenance employees will have their hours of work established by their supervisor. The hours of work of employees at the Administrative Offices shall be 7:30 a.m. to 4:00 p.m.
2. Employees who work 184 or fewer days per year shall not normally be expected to work when teachers are not in school. Employees who work more than 184 days per year shall have any days beyond 184 scheduled by their immediate supervisor.
3. The normal workday shall not exceed eight hours, exclusive of an unpaid lunch period. If it becomes necessary, employees may be required to work a reasonable period of time beyond the normal work day.
4. There will be no "free lunches" provided to any employee.
5. Barring emergencies or unforeseen circumstances, hours of work will be changed no more than annually. It is agreed that the Committee can change the starting and quitting times annually by not more than a half hour (30 minutes) one way or the other from the previous year's schedule. If the Committee desires to change the hours of work by more than a half hour, the parties agree to negotiate about that matter.
6. The Committee may establish staggered shifts so that employees may not all start or finish at the same time.
7. Full year employees are expected to work 5 consecutive days per week for the entire year except for accrued vacations and holidays. School year employees are expected to work all teacher school days.

8. Cafeteria Managers with enrollment under 300 should work a 6.5 hour day or 32 1/2 hours per week. All other Cafeteria Managers shall work a seven (7) hour day or thirty-five (35) hours per week.

ARTICLE XXI

REST PERIODS

All employees' work schedules shall provide for a ten (10) minute coffee break during each one-half (1/2) shift.

If an employee is requested to work beyond her/his usual shift and it is projected that she/he will work two (2) hours into the shift, she/he will be entitled to receive a paid meal break of one-half (1/2) hour before she/he starts to work on such next shift. In addition she/he shall be granted the regular coffee break that occurs during the shift.

ARTICLE XXII

LEAVE OF ABSENCE:

A leave of absence of up to two (2) weeks without pay may be granted at the discretion of the Superintendent or their designee for the purpose of extending vacation or other personal leave of an employee. An employee will not accrue seniority during an unpaid leave of absence; upon return to work from an unpaid leave of absence, the employee's seniority date will be adjusted accordingly.

ARTICLE XXIII

WORKERS' COMPENSATION

Employees who are receiving Workers' Compensation pay may supplement that amount up to their regular week's pay. Deductions will be made from the employee's sick leave and vacation leave until those benefits are exhausted. After that, there will be no supplemental pay beyond what is received as Worker's Compensation pay.

No additional donated sick days from other employees may be used as supplementary income for an employee on workers' compensation.

Light duty will be provided to employees when possible in the sole discretion of the Superintendent. An employee on worker's compensation and/or light duty is not eligible for "extra duty" jobs outside of their classification.

ARTICLE XXIV

OVERTIME

All employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times his regular rate of pay for work in excess of forty (40) hours in one week.

An employee called back to work after having completed her/his assigned work and having left her/his place of employment, shall be guaranteed a minimum of two (2) hours' pay at time and one half. Any employee called into work early shall work those hours plus her/his regular work day but

the guarantee of a minimum of two (2) hours shall not apply. In no event shall overtime be paid twice for the same hours of work.

Overtime of more than one hour per day shall be equally and impartially distributed among personnel in each school or other building who ordinarily perform such related work in the normal course of their work week. When, in case of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the work load lessens except for work in progress.

There shall be no discrimination against any employee who refuses to work overtime, except for a refusal to work overtime in the case of any emergency.

An employee who is not a full year employee may be asked to work on days beyond the school year. Such employee will be paid their regular per-diem rate-not overtime-if they volunteer to work such days,

ARTICLE XXV

UNION REPRESENTATIVE

A written list of union stewards and other representatives shall be furnished to the employer immediately after their designation, and the Union shall notify the employer of any changes. The union steward shall be granted reasonable time off without pay during work hours to investigate grievances. If the union steward is required to confer with management due to the provisions of the grievance procedure, she/he shall do so without loss of pay.

ARTICLE XXVI

MISCELLANEOUS PROVISIONS

1. Should any provision of this Agreement be held unlawful by a court, all other provisions of this Agreement shall remain in force for the duration of the Agreement.
2. The employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or the local to enter the premises but only upon reasonable prior notice to, and express permission from the Superintendent or her/his designee, which permission shall not be unreasonably withheld, provided there is no interference with the performance of duties assigned to the employees. Permission shall be upon such reasonable terms and conditions as the Superintendent or her/his designee shall impose. The Union shall also provide a list of the names and addresses of all representatives who may seek such permission during the contract period.
3. Bulletin Board - Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
4. Except pursuant to express provisions of Article XXVI and other provisions of Article XXVII, the Union or any member or representative thereof is prohibited from using the employer's premises, equipment, supplies or time for the purpose of furthering Union activities, and employees shall not conduct Union activities during working hours.

5. The School Committee reserves the right to contract work out provided that no employee is laid off as a result of exercising that right.
6. Travel via private vehicles, if required of an employee by the Superintendent or her/his designee, will be reimbursed at the state approved rate for mileage.
7. For purposes of salary payment, staff serving more than one-half (1/2) school year, (93 days for school year employees), will advance a step on the salary schedule in September.

ARTICLE XXVII

The hourly wage schedule for all employees shall be as follows:

AFSCME HOURLY WAGES FY18-20

FY18 NO INCREASE STEPS 1-3; NEW STEP 4 = STEP 3 + 3%;

FOOD SERVICE (NO STEP 4) + \$0.75 ATB

FY19 STEPS 1-4 +2%; FOOD SERVICE (NO STEP 4) + \$0.75 ATB

FY20 STEPS 1-4 +2%; FOOD SERVICE (NO STEP 4) + \$0.75 ATB

EFFECTIVE DATE STEP 1 STEP 2 STEP 3 STEP4

CUSTODIANS AND MAINTENANCE HELPERS

July 1, 2017	14.37	15.36	16.54	17.04
July 1, 2018	14.66	15.67	16.87	17.38
July 1, 2019	14.95	15.98	17.21	17.72

MAINTENANCE ASSISTANT

July 1, 2017	18.32	19.62	21.15	21.78
July 1, 2018	18.69	20.01	21.57	22.22
July 1, 2019	19.06	20.41	22.00	22.66

FOOD SERVICE MANAGERS

July 1, 2017	15.12	16.11	17.29
July 1, 2018	15.87	16.86	18.04
July 1, 2019	16.62	17.61	18.79

FOOD SERVICE STAFF

July 1, 2017	12.39	13.18	14.13
July 1, 2018	13.14	13.93	14.88
July 1, 2019	13.89	14.68	15.63

CLERICAL STAFF

July 1, 2017	15.77	16.90	18.20	18.75
July 1, 2018	16.09	17.24	18.56	19.12
July 1, 2019	16.41	17.58	18.94	19.50

PARA-PROFESSIONALS

July 1, 2017	15.21	16.30	17.54	18.07
July 1, 2018	15.51	16.63	17.89	18.43
July 1, 2019	15.82	16.96	18.25	18.80

CAMPUS SUPERVISOR

July 1, 2017	12.35	13.21	14.21	14.64
July 1, 2018	12.60	13.47	14.49	14.93
July 1, 2019	12.85	13.74	14.78	15.23

LICENSED PRACTICAL NURSE (LPN)

July 1, 2017	21.81	22.86	23.91	25.82
July 1, 2018	22.25	23.32	24.39	26.34
July 1, 2019	22.69	23.78	24.88	26.86

ADMINISTRATION/RECEPTION CLERICAL STAFF

July 1, 2017	16.02	17.15	18.45	19.00
July 1, 2018	16.34	17.49	18.82	19.38
July 1, 2019	16.67	17.84	19.20	19.77

TEACHING ASSISTANTS (ASSOCIATE'S)

July 1, 2017	19.02	20.40	21.99	22.65
July 1, 2018	19.40	20.81	22.43	23.10
July 1, 2019	19.79	21.22	22.88	23.56

TEACHING ASSISTANTS (BACHELOR'S)

July 1, 2017	20.65	22.14	23.87	24.59
July 1, 2018	21.06	22.58	24.35	25.08
July 1, 2019	21.48	23.03	24.83	25.58

PARA-PROFESSIONALS - SELF CONTAINED

July 1, 2017	15.59	16.68	17.92	18.46
July 1, 2018	15.90	17.01	18.28	18.83
July 1, 2019	16.22	17.35	18.64	19.20

TEACHING ASSISTANTS - SELF-CONTAINED

(ASSOCIATE'S)

July 1, 2017	19.42	20.79	22.35	23.02
July 1, 2018	19.81	21.21	22.80	23.48
July 1, 2019	20.20	21.63	23.25	23.95

TEACHING ASSISTANTS - SELF-CONTAINED

(BACHELOR'S)

July 1, 2017	21.04	22.53	24.26	24.99
July 1, 2018	21.46	22.98	24.75	25.49
July 1, 2019	21.89	23.44	25.24	26.00

1. Paraprofessionals and Teaching Assistants hired after September 1, 2017, shall be hired into the position of "Paraprofessional" or "Teaching Assistant." A Paraprofessional or Teaching Assistant may be assigned to a specialized services student. Qualified employees may volunteer for assignment to a specialized services student, with the final decision on assignment in the discretion of the Superintendent. If a Paraprofessional or Teaching Assistant is assigned or reassigned to a non-specialized services student or classroom, he or she will not receive the stipend. This section shall not limit the authority of the Superintendent to take action for cause against an employee that may result in assignment to a different position with a lower wage.

Paraprofessionals or Teaching Assistant who work with students on ADL's (Assistive Daily Living Skills) as defined by support written into a student's IEP, will receive an annual stipend of \$400.00. This stipend is for a full school year. Should the student not need services any longer or should the employee no longer work with a student needing ADL services, the stipend will stop and be pro-rated. The stipend will be pro-rated depending on when the employee begins and ends the services during the school year. The stipend shall be paid at the end of the school year or at the end of the assignment.

2. A person who works an half shift in a higher classification shall be paid for that shift at the regular rate of pay for that higher classification. A person working less than a full shift in a higher classification shall receive his/her regular rate of pay. A Teaching Assistant who is assigned by the building principal to substitute for a classroom teacher for at least half a school day shall be paid the following stipend, in addition to her/his regular daily pay:

\$20.00 for a half day
\$40.00 for a full day

3. In the event any vacancy occurs in a position covered by this agreement, and the Superintendent decides to fill that vacancy; any employee hired shall start on the first salary step except that at the superintendent's discretion, he/she may place an employee on a higher step based on the employee's prior work experience in the Westport School System or comparable employment.
4. The Committee agrees to reimburse any member of this unit for one-half of the tuition paid by such individual for any course taken subject to its approval, in advance, by the Superintendent of Schools.
5. Night Shift Differential Custodians assigned to the evening shifts, (those beginning after 2:30 p.m.) shall be paid a shift differential of fifty cents (\$0.50) per hour for all hours worked. This does not include the Head Custodians.

6. Longevity:

Longevity increments shall be as follows:

After 10 years	\$ 300
After 15 years	\$ 400
After 20 years	\$ 500
After 25 years	\$ 700

7. The Union agrees that direct deposit will be mandatory for all employees, and the Committee agrees to delay implementation of this requirement until all other unions representing school department employees have agreed to mandatory direct deposit, and employees have been given 90 days notice of the Committee's intent to implement this requirement.

ARTICLE XXVIII

A. NEW EMPLOYEES:

All new employees shall be employed at the discretion of the Superintendent and shall be on a probationary period for three (3) consecutive months from the date of most recent employment and will not be subject to the provisions of this Agreement except as to rates of compensation, workmen's compensation and Blue Cross-Blue Shield.

All former employees, who have been rehired after a voluntary termination or a layoff of over two years shall be considered new employees for all purposes under the contract, (including seniority, step on the hourly wage schedule, loss of previously accumulated sick leave and other benefits); with the sole exception that a former employee who is laid off and who is offered and accepts re-employment with the Employer within two years after a layoff, shall retain seniority and all benefits held at the time when the layoff became effective.

B. SUBSTITUTES:

The Committee continues to reserve the right to hire substitutes for employees on leave or otherwise absent at such rates of compensation as the Committee shall from time to time determine in their sole discretion. There will be one exception to this reservation as follows. If an employee subject to this agreement is laid off without fault on her/his part, and is called back as substitute within two years of the date of layoff, she/he shall be compensated at the last salary step she/he was on prior to the layoff, rather than the substitute rate, for every day of substitute work after the fifth day of substitute work in each work year. However, any employee on layoff who refuses an offer of re-employment within two years of the date of layoff shall no longer be eligible for this increased rate of substitute pay, and shall be paid at the regular substitute rate for all substitute work.

ARTICLE XXIX

STABILITY OF AGREEMENT

Section 1. The parties agree that during the negotiations of the terms of this Agreement, they were afforded the unrestricted right to negotiate all matters covered by Chapter 150E; that they shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither shall have any other obligation or be obligated to negotiate with respect to any matter pertaining to wages, hours, or other terms and conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

Section 2. No addition to, alteration, modification, or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding or of any force or effect unless mutually agreed to, in writing, by the parties to this Agreement.

Section 3. The failure of the Committee or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this agreement, shall not be considered a waiver or relinquishment of the right of the Committee or the Union to future performance of any such term or provision, and the performance shall continue.

Section 4. All agreements, policies, precedents, employment and work practices are existent and effective only to the extent they are expressly set forth in this Agreement.

ARTICLE XXX

SCOPE OF AGREEMENT

Any prior agreements covering employees covered by this Agreement shall be terminated and of no effect, upon the effective date of this Agreement except for those benefits that are specifically continued into the new Agreement by mutual consent.

ARTICLE XXXI

AGENCY SERVICE FEE

Section 1. Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of her/his employment, an agency service fee to the Union in an amount that is equal to the amount required to become and remain a member in good standing or the exclusive bargaining agent.

Section 2. This Article shall not become operative until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in that bargaining unit present and voting.

Section 3. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency service fee. In such litigation, the Employer shall have no obligation to defend the termination.

Section 4. Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such agency service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the agency service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required agency service fee after having sufficient time to do so.

Section 5. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of the Article, and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from termination of an employee hereunder.

ARTICLE XXXII

NOTICE

An employee must give two weeks' notice before resigning from his/her position. An employee must give three (3) months written notice for retirement.

ARTICLE XXXIII

DURATION

This Agreement shall take effect on July 1, 2017 and shall continue in force to and including 12 midnight on June 30, 2020.

ARTICLE XXXIV

NEGOTIATION AND TERMINATION PROCEDURE

On or before, but no later than November 1, 2019, either party shall submit to the other written notice of the intention to negotiate for a successor agreement. Upon receipt of such notice, the parties shall arrange for meetings for the purpose of collective bargaining relative to proposed changes.

In the event that the parties are unable to reach agreement on terms and conditions in a successor contract, then the terms and agreements contained in this Agreement shall continue until such time as a new agreement is reached.

TERMINATION

This Agreement will remain in effect for three (3) years. At the end of this period, either party may terminate this agreement provided such termination is transmitted by Certified Mail to the Responsible signatories to this Agreement at least thirty (3) days before the termination date.

RENEWAL

Should neither party to this agreement send a notice of termination as described in this Agreement will be considered to have been automatically renewed for one year.

ARTICLE XXXV

EMPLOYEE EVALUATION

All employees will be evaluated based on their job description using the evaluation tool spread to by the Union and the Superintendent. Employees will be evaluated at least one time annually, and such evaluation shall be conducted openly with the full knowledge of the employee.

The employee will be given a copy of the evaluation and will have the right to discuss the evaluation with the supervisor. The employee shall sign each evaluation prior to its placement in the personnel file. It is understood that such signature in no way indicates agreement with the contents. Within ten (10) calendar days after signing, an employee shall have the right to submit a written comment to any evaluation, and any such statement will be affixed to the evaluation.

Signed this _____ day of _____, 2017.

WESTPORT SCHOOL COMMITTEE

AFSCME, COUNCIL 93, LOCAL 2667

School Committee Chair

AFSCME President