

AGREEMENT

Between

THE WESTPORT BOARD OF EDUCATION

And

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

COVERING WESTPORT SCHOOL CUSTODIANS

July 1, 2016 - June 30, 2019

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## TABLE OF CONTENTS

ARTICLE I - RECOGNITION.....	1
ARTICLE II - WORKING CONDITIONS.....	1
A.    Hours of Work and Overtime .....	1
B.    Evening Shift .....	2
C.    Uniforms .....	3
D.    Promotion.....	3
E.    Transfer .....	3
F.    Selection.....	3
G.    Work in a Higher Classification .....	3
H.    Holidays .....	4
I.    Travel .....	4
ARTICLE III - SALARIES .....	4
ARTICLE IV - LEAVE.....	5
A.    Sick Leave.....	5
B.    Personal Leave .....	5
C.    Bereavement Leave.....	5
D.    Negotiations .....	6
E.    Grievances.....	6
F.    Perfect Attendance .....	6
G.    Leave Accrual .....	6
ARTICLE V - EVALUATION .....	6
ARTICLE VI - VACATIONS.....	7
ARTICLE VII - INSURANCE.....	7
A.    Medical Insurance.....	7
B.    Dental Insurance .....	8
C.    Life Insurance .....	8
D.    Pension Plan.....	9
E.    Change of Carrier.....	9
F.    Managed Care .....	9
G.    Reopener .....	9
ARTICLE VIII - UNION SECURITY AND DUES CHECKOFF .....	9
ARTICLE IX - EMPLOYEE STATUS.....	10
A.    Probationary Periods .....	10
B.    Seniority .....	11
C.    Layoff.....	11

D.	Discharge .....	11
E.	Military Service .....	11
F.	Jury Duty.....	11
G.	Maternity Leave.....	11
ARTICLE X - GRIEVANCE PROCEDURE.....		11
A.	Purpose.....	11
B.	Level I - Principal or Immediate Supervisor.....	12
C.	Level II - Assistant Superintendent of Schools or Designee of the Superintendent .....	12
D.	Level III - Superintendent of Schools.....	12
E.	Arbitration.....	12
F.	Rendering of Decisions.....	13
G.	Separate Filing .....	13
ARTICLE XI - NO DISCRIMINATION .....		13
ARTICLE XII - SAVINGS CLAUSE.....		13
ARTICLE XIII - WORKERS' COMPENSATION.....		13
ARTICLE XIV - MANAGEMENT RIGHTS .....		14
ARTICLE XV - PRESERVATION OF RIGHTS .....		14
ARTICLE XVI - DURATION .....		15
APPENDIX A.....		16
APPENDIX B .....		17
APPENDIX C .....		20
APPENDIX D .....		23

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Between  
THE WESTPORT BOARD OF EDUCATION  
And  
THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES  
COVERING WESTPORT SCHOOL CUSTODIANS

This Agreement is made and entered into by and between the Westport Board of Education (hereinafter referred to as the "Board") and the National Association of Government Employees covering Westport School Custodians (hereinafter referred to as the "Union").

ARTICLE I - RECOGNITION

The Board recognizes and certifies the Union as the exclusive bargaining representative for all employees in the unit consisting of all employees of the Board engaged in custodial work, excluding Head Custodians, in the public school system of the Town of Westport as certified by the Connecticut State Board of Labor Relations in Decision 111268, issued December 9, 1974, for the purpose of, and with all of the rights and privileges as provided by, Public Act No. 159 of the 1965 Connecticut General Assembly, as amended.

ARTICLE II - WORKING CONDITIONS

A. Hours of Work and Overtime. The regular workweek shall be forty (40) hours. Hours worked in excess of eight (8) hours per day, Monday to Friday inclusive, or in excess of forty (40) hours per week shall be compensated at one and one-half (1 1/2) times the regular rate, except as hereinafter stated. Two (2) times the regular rate (double time) shall be paid for all hours worked on Sunday and Holidays.

Custodial services performed for use of building rental activities outside of an employee's regular working schedule will be compensated at the rate of one and one-half (1 1/2) times the employee's regular straight time hourly rate and two (2) times the straight time hourly rate for work on Sunday. The Board shall administer the building rental activity procedures and programs and shall compensate employees accordingly. There shall be a minimum two (2) hours overtime for rentals which are not continuous to the shift.

Hours worked inspecting buildings on Saturdays shall be compensated at one and one-half (1 1/2) times the regular rate up to one and one-half (1 1/2) hours for elementary and middle schools and two (2) hours for the high school. Hours worked inspecting buildings on Sundays and paid holidays shall be compensated at two (2) times the regular rate up to one and one-half (1 1/2) hours for elementary and middle schools and two (2) hours for the high school. Inspections shall be carried out in accordance with an inspection list to be prepared by the school principal. If a custodian is required to return to his/her building because of an emergency outside of working hours he/she shall be compensated for a minimum of three (3) hours at one and one-half (1 1/2) times regular compensation. Any custodian called back from his/her home shall receive mileage determined by the current rate

set by the IRS per mile round trip from his/her home to the school in cases of such emergency.

The terms "elementary," "middle" and "high" school as used herein were inserted to reflect the actual current structure of the Westport public school system. "Elementary" covers grades pre-kindergarten-5, "middle" covers grades 6-8, and "high" covers grades 9-12.

Insofar as possible, supervisors shall endeavor to give at least four (4) hours' notice of overtime work assignments. All overtime work shall be distributed equally among eligible employees as far as it is practicable within classification. If there are no volunteers, overtime will be assigned on a rotating basis with no right of refusal.

The Board shall establish a committee to review and suggest modifications to the procedures concerning assignment of overtime work (the "Overtime Work Committee"). The Overtime Work Committee shall consist of the Director of Facilities, the Director of Human Resources, the Director of Business Operations, the President of the Union, and one other employee designated by the Union. The Overtime Work Committee shall hold its first meeting by October 31, 2016, or by such other time to which the Board and the Union mutually agree.

B. Evening Shift.

1. Bargaining unit employees assigned to the 11:00 p.m. to 7:00 a.m. shift shall receive a shift differential of forty cents (\$.40) per hour.

2. Should the Board decide to discontinue the 11:00 p.m. to 7:00 a.m. shift (with the flexibility that the shift may be adjusted up to one hour earlier or later, at the discretion of the Director of Facilities, subject to the notice provisions under B-7), either entirely or for a portion or portions of a particular year, or to reduce the number of employees on the shift, affected employees will either be assigned suitable work on other shifts or will be subject to layoff. Vacancies on the 11:00 p.m. to 7:00 a.m. shift which may arise after the initial start-up period shall be filled in accordance with the procedures set forth above, but under mutually agreed reduced time lines or, absent mutual agreement, the same time lines (if prior posting or advertising has not first been successfully utilized).

3. Work rules and procedures, including those applicable to employees at Staples High School, shall continue to apply. The Board reserves the right to alter shifts both on a temporary and permanent basis as necessitated by the needs of the district. Employees will be given advance notice of at least two (2) working days for a change in schedule of one (1) day, except in cases of emergency. Employees shall receive notice of at least four (4) working days for a change in schedule of one (1) week or more, except in cases of emergency.

4. The Board reserves the right to establish a Tuesday through Saturday shift at any or all schools for one employee hired after July 1, 2002 or otherwise by mutual agreement (*i.e.* position may be posted and filled by voluntary transfer).

C. Uniforms. The Board agrees to provide employees with a minimum of one uniform per year and related clothing and equipment, including workboots, for each full-time employee. The Board's cost for such uniform and related clothing and equipment shall not exceed \$500 per year, and items so purchased shall be for the individual employee only. The Union will be given input in the bidding of uniforms; however, it is understood that the final decision will be made in the sole discretion of the Board, and such decision shall not be arbitrable.

D. Promotion. Promotion to positions within the bargaining unit shall be based on required qualifications, satisfactory past performance and seniority, as well as interview with the prospective supervisor. All promotions are subject to a probationary period of ninety (90) days.

E. Transfer. Present staff of the bargaining unit may apply for transfer at the time of announcement of vacancies. Transfers within the bargaining unit shall be based upon required qualifications, satisfactory past performance and seniority, as well as an interview with the prospective supervisor. All transfers shall be subject to a probationary period of sixty (60) days' duration.

F. Selection. Employees shall be selected from applicants on the basis of training, experience, references and interview. Vacancies shall be announced to present staff members. All job vacancies shall be posted in all schools at least three (3) days prior to any custodial job being filled. A copy of said posting shall be mailed electronically to the president and executive board of the Union at least three (3) days prior to the job being filled. All appointments shall be subject to the applicable probationary period (e.g., new hires will have a probationary period of 180 days; current employees who are transferred or promoted will have a probationary period of 90 days).

G. Work in a Higher Classification. When an employee performs work in a higher classification for more than one day in a forty (40) hour work week, he/she shall be paid at the higher classification rate on a step-for-step basis for the hours worked in excess of eight (8). Higher classification pay shall cease when the employee ceases to perform work as assigned in a higher classification.

H. Holidays.

1. Bargaining unit members shall have not less than fifteen and one-half (15½) paid holidays per year during the term of this Agreement in accordance with the school calendar. If makeup holidays are required, floating holidays shall be scheduled with the agreement of the Director of Facilities and notification to the Assistant Superintendent for Business. The annual schedule for holidays will be established by the Assistant

Superintendent for Business after discussion with the Union President. A copy of the annual schedule for the year will be given to the Union President and posted in each school not later than May 31<sup>st</sup> of each contract year.

2. If an employee who is eligible for a paid holiday is on sick leave or vacation on a scheduled holiday, no deduction will be made from the employee's sick leave accumulation or his/her vacation entitlement.

3. If a scheduled holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, provided that schools for students in the district are closed on the Friday. If a scheduled holiday falls on a Sunday, the following Monday shall be observed as the holiday.

4. Except in emergency as accepted by the immediate supervisor or principal, or in cases where the employee is on a previously approved vacation or previously approved leave of absence, employees must work the last scheduled day before and the first scheduled day after the holiday in order to receive holiday pay. Sick leave on either such day shall be considered a valid absence provided that a doctor's certificate or other written statement signed by the employee attesting to the validity of the use of sick leave may be required by the immediate supervisor or the principal.

I. Travel. Any employee who is required to use his/her vehicle for travel shall be entitled to reimbursement at the rate established by the IRS.

### ARTICLE III - SALARIES

A. Salary schedules for 2016-2017, 2017-2018, and 2018-2019 are attached as Appendix A. New hires shall be placed at the initial step of the salary schedule and progress as specified in the Agreement. If the Board of Education encounters difficulty in hiring qualified employees for open positions at the initial step, such employees may be placed at a higher step with the agreement of the Union business representative.

B. Bargaining unit members shall be paid by direct deposit on a biweekly basis.

C. The parties have agreed that the salary schedules for the three year contract shall be revised as follows:

2016-2017	2.0% general wage increase (retroactive to July 1, 2016 for active employees only) Employees not at maximum step move one step
2017-2018	2.0% general wage increase Employees not at maximum step move one step
2018-2019	2.0% general wage increase

Employees not at maximum step move one step

#### ARTICLE IV - LEAVE

A. Sick Leave. For absence due to personal illness, all employees shall be entitled to allowance of full salary not to exceed fifteen (15) days each year, cumulative to a maximum of one hundred twenty (120) days plus unused sick days. However, during the first year of employment, sick leave shall be credited at one and one quarter (1 1/4) days per month. Custodians may use up to three (3) days accrued but unused sick leave in the event of the serious illness of a relative or close friend. "Relative" shall mean the employee's spouse, parent, grandparent, child, grandchild, stepchild, aunt, uncle, brother, sister and the mother or father of the employee's spouse. "Spouse" shall mean the current spouse of the employee at the time the leave provisions of the section dealing with the employee's spouse may come into effect.

B. Personal Leave. Personal days may only be used for pressing personal business which requires the presence of the custodian and which may not be conducted with reasonable convenience outside the school day or year. For example, personal days may be used for legal appointments, children's weddings, and other pressing personal business, including a home emergency. Each application for a personal day will be made at least forty-eight (48) hours in advance whenever possible and shall be accompanied by a written statement in sufficient detail to demonstrate compliance with the above. The principal or supervisor may require additional explanation, provided all information shall be kept confidential. Personal days may not be granted on days immediately before or after school holidays or vacations except in the absolute discretion of the Superintendent. Absence for personal reasons shall not exceed three (3) days per year.

C. Bereavement Leave. In the event of the death of a relative, custodians shall be allowed bereavement leave, not to exceed three (3) days per year per occurrence. "Relative" shall mean the employee's spouse, parent, grandparent, child, grandchild, stepchild, aunt, uncle, brother, sister and the mother or father of the employee's spouse. "Spouse" shall mean the current spouse of the employee at the time the leave provisions of the section dealing with the employee's spouse may come into effect.

D. Negotiations. The members of the Union's designated negotiating committee, not to exceed three (3) in number, shall be granted leave from duty with full pay for attendance at all mutually agreed-upon meetings between the Board of Education and the Union for purposes of negotiating the terms of a new contract when such meetings are mutually scheduled at a time during which such members are scheduled to be on duty.

E. Grievances. One (1) representative designated by the Union shall be granted leave from duty with full pay for all mutually agreed-upon meetings between Board of Education representatives and the union for the purpose of processing grievances, through arbitration if necessary, when such meetings take place by mutual agreement at a time during which such representative is scheduled to be on duty. The grievant may also be so released



for such meetings if authorized in advance by the Board of Education or the administration in accordance with established practice.

F. Perfect Attendance. Each employee who uses no sick or unpaid leave days during an entire school year, from July 1 through the following June 30, shall receive a perfect attendance bonus of one thousand five hundred dollars (\$1,500). Employees who use one sick, personal, or unpaid day during an entire school year, from July 1 through the following June 30, shall receive an attendance bonus of one thousand dollars (\$1,000). Perfect attendance bonus shall be paid in the first pay period of August of each year, and such payment shall be made separately from any other payment made to the employee during that pay period. Notwithstanding the foregoing, no perfect attendance bonus shall be paid to any employee who is absent from work due to disciplinary reasons such as suspension.

G. Leave Accrual. Sick leave, personal leave, and perfect attendance leave benefits under this Article and vacation benefits under Article VI shall not accrue during absence due to injury leave in accordance with Article XIII.

#### ARTICLE V - EVALUATION

The Board shall evaluate each non-probationary employee on a semiannual basis and each probationary employee before the expiration of his/her probationary period. Employees shall have the right to review their personnel files at reasonable times by making an appointment to do so through the office of the superintendent or other Board representative in custody of the file. An employee may submit a written statement in response to any information contained in his/her file with which he/she disagrees. The Board and Union understand the value of verbal feedback and verbal reprimand, if appropriate. The substance of the verbal reprimand will not be used as the sole basis for new disciplinary action after two (2) calendar years from the date of issuance of the verbal reprimand. Any pattern of verbal reprimands, however, may be considered and relied upon in connection with disciplinary decisions.

#### ARTICLE VI - VACATIONS

All full-time employees are to receive two (2) weeks' paid vacation after one (1) year of service and three (3) weeks after five (5) years of service. The Board agrees that all employees who have completed ten (10) years or more of service shall receive four (4) weeks' paid vacation. Employees who have completed less than one (1) year of service can accrue vacation days at the rate of one (1) day per month after the first three (3) months of employment. Employees may take their vacations in either days or weeks as their situation warrant. All vacations should be taken in the fiscal year in which the vacations were earned, but employees may carry over up to five (5) days vacation time to the next fiscal year. The carry over vacation time must be taken in the next fiscal year. Upon termination of employment following the customary two (2) weeks' notice, employees will receive pay for any vacation time accrued during that fiscal year. Prorated vacation days earned will also be paid to employees who retire or to the estates of those who die.

Effort will be made to schedule vacations during the period between July 1 and August 15, and vacation will not be approved the week prior to the start of school, the first week of school, and the last two weeks of school, except as approved by the Superintendent in extraordinary circumstances. Vacation time may be taken at other times with the agreement of the administration of the Westport Public Schools, provided that the employee makes the request for vacation leave at least seven (7) days in advance wherever possible. No vacation request shall be unreasonably denied.

Employees who are discharged for cause will not be entitled to vacation or vacation pay.

## ARTICLE VII - INSURANCE

A. A program of benefits shall be provided on a contributory basis to each eligible employee and their eligible dependents. Health benefits shall be in the form of a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The deductible for such HDHP shall be \$2,000 for individuals and \$4,000 for families. The Board will contribute 50% of the deductible for active employees participating in the HDHP. Any employee ineligible for the HDHP may participate in a Health Reimbursement Arrangement (HRA) with the same terms as the HDHP. Board funding to the HRA shall include a rollover feature allowing any unused HRA deductible funds to be rolled over up to the amount legally allowed.

In 2016-2017 only, the Board's deposit toward the HDHP deductible will be made as follows: 100% on or about October 1, 2016, or as soon as practicable. Starting September 1, 2017, the Board's deposit toward the HDHP deductible will be made as follows: 25% at the beginning of each quarter.

There will be no cost for preventative care. Once the HDHP deductible is met, benefits will be covered at 100% for in-network. Out-of-network services will be subject to an 80%/20% co-insurance after the deductible is met with an out-of-pocket maximum of \$4,000/\$8,000 (including satisfying the deductible). The out-of-pocket maximum will be cross accumulative between in-network, out-of-network and prescription drug cost. Effective October 1, 2016, the Board will pay for all full-time employees eighty-three percent (83%) of the costs of all premiums and the employee shall pay seventeen percent (17%) of such costs. Effective September 1, 2017, the Board will pay for all full-time employees eighty-two percent (82%) of the cost of all premiums and the employee shall pay eighteen percent (18%) of such costs. Effective September 1, 2018, the Board will pay for all full-time employees eighty-one percent (81%) of the cost of all premiums and the employee shall pay nineteen percent (19%) of such costs. Premium contribution rates will be based upon the cost of coverage elected by the teacher, i.e. individual, individual plus one, family (the employee premium share contributions shall be computed on the basis of actual expenditures in the prior year). Employee premium share contributions shall be made pursuant to an I.R.C. Section 125 Plan (pre-tax contribution) implemented by the Board.

Prescription benefits under the HDHP plan shall be provided through a prescription benefits manager (PBM), designated by the Board through a formulary established by the Board. The co-payments under the formulary plan will apply after the deductible is met up to an additional out-of-pocket maximum of \$1,000/\$2,000. The co-payments shall be \$10.00 for generic, \$30.00 for preferred brand, and \$45.00 for non-preferred brand, with mail order of two and one-half (2.5) times these retail co-payments for a ninety day supply. A participant shall pay the difference between the brand name drug cost and the generic drug cost when a generic is available and the individual elects to take the brand name drug without a physician's specification, "Dispense As Written" ("DAW") provided for medical reasons.

B. Dental Insurance. Dental coverage for employees and eligible dependents shall be provided at the expense of the Board of Education, subject to the premium cost-share provision of Article VII-A. Any additional coverage shall be paid in full by the employee. The dental insurance plan shall reimburse preventive expenses at 100% co-insurance. A \$50.00 annual deductible (\$150.00 family maximum) is applied to general and major services. General services shall be reimbursed at eighty percent (80%) co-insurance and major services at fifty percent (50%) co-insurance. This benefit is subject to a \$2,500 calendar year maximum per covered individual.

C. Life Insurance. The Board of Education shall provide term life insurance of \$50,000 for each employee covered by this Agreement.

D. Pension Plan. The parties agree that the document entitled "Retirement Plan for the Town of Westport" dated July 1, 1966, as amended, together with amendments dated July 1, 1971, July 1, 1973, and including any change, modification or amendment mutually agreed to by the parties resulting from the current review of the "Retirement Plan for the Town of Westport," shall be incorporated herein as part of this collective bargaining agreement; provided, however, that said "Retirement Plan for the Town of Westport," as amended, shall not be subject to further change, modification, reopening or amendment of any kind except by mutual agreement by the parties. Each participating employee shall receive an annual statement covering the previous fiscal year including the employee's and employer's annual and cumulative contributions. This statement will be distributed no later than August 15 of each year. Each employee is to be given a copy of the pension plan and also copies of any amendments, deletions and/or revisions made to the existing plan. One (1) member of the Association will be elected each year to represent the Association on the pension board. The Town of Westport will establish a defined contribution plan for non-certified employees of the Board of Education by July 1, 2014. Unit members hired on or after July 1, 2014 shall participate in such plan. The defined contribution plan must be in existence for new hires to participate in the same.

E. Change of Carrier. The Board shall have the right to change insurance carriers and/or to self-insure in whole or in part to provide the insurance coverage set forth above, provided that the overall level of benefits remains comparable.

The President of the Union shall be notified in writing within sixty (60) days of any intention to change carriers and/or to self-insure and shall have a reasonable opportunity to review the proposed changes. Should the Board and the Union disagree that the changes proposed will

provide a level of benefits that is comparable to the then-current plan, the disagreement(s) shall be subject to arbitration provided in Article X, Grievance Procedure. The status quo will be maintained during the above procedures.

F. Managed Care. The foregoing medical insurance benefits shall be subject to the Managed Care provisions of the insurance plan.

G. Reopener. By written request by the Board to the Union, the Board may initiate reopener negotiations over the provisions of this Article VII during the term of this Agreement, such negotiations to be governed by the provisions of the Municipal Employee Relations Act (MERA), Conn. Gen. Stat. Section 7-467 et seq.

#### ARTICLE VIII - UNION SECURITY AND DUES CHECKOFF

A. As a condition of employment, each employee who is a member of the Union on the effective date of this Agreement shall remain a member in good standing for the duration of this Agreement or shall be assessed a Union service fee. Said Union service fee shall not exceed the Union dues assessment currently in effect. Each employee who is not a member of the Union on the effective date of this Agreement shall be required to become a member in good standing or shall be assessed a Union service fee. Each new employee, as a condition of employment, shall become a member of the Union in good standing after one hundred eighty (180) days of employment or shall be assessed a Union service fee. Said Union service fee shall not exceed the Union dues assessment currently in effect. The amount of said Union service fee and Union dues assessment (if increased or decreased) shall be certified by the Union to the Board in writing not later than January 31 of each year.

B. The Board agrees to deduct from the wages of all employees covered herein who voluntarily and individually authorize such deductions in writing from their wages such dues and initiation fees as may be fixed by the Union and allowed by statute. The Board will remit to the Union amounts collected once monthly, together with a list of employees from whose wages these sums have been deducted. Such dues deductions shall continue for the duration of this Agreement and any extension thereof.

C. The Union agrees that it will not request the Board to discharge or suspend a bargaining unit employee for any reason other than the failure by such employee to remit the agency service as provided in Section A above, or the Union dues and uniform assessments levied against all Union members, and as set forth in Section B hereof. The Union agrees to deliver a notice in writing to the Board and to the employee when an employee is in default in the payment of his/her agency service fee or Union dues or assessments. Any such request by the Union that the Board discharge or suspend such employee because of said default shall not become effective until thirty (30) calendar days have expired from the delivery of such notice to the Board and to such the Union shall, upon receipt of such remittance, promptly notify the Board thereof. Failure by the employee to cure such default within such time shall be conclusively presumed to be just cause for his/her dismissal or suspension as requested by the Union, and the Board forthwith shall take all steps necessary to dismiss or suspend said employee.

D. The Union agrees that it will indemnify and save the Board harmless from any and all claims, actions, liabilities, lawsuits or other costs or damages which may arise from the Board's enforcement of and/or compliance with the provisions of this article and further agrees that it will not contest the provisions of this hold-harmless clause and recognizes that it is valid and enforceable. The Board shall be entitled to be represented by counsel of its choice and shall be entitled to reasonable attorney's fees as determined by the appropriate legal authority.

## ARTICLE IX - EMPLOYEE STATUS

A. Probationary Periods. New employees shall have a probationary period of one hundred and eighty (180) calendar days, after satisfactory completion of which they shall be classified as permanent employees. Any absences during the probationary period shall extend such period by an equal number of days. Seniority shall commence after the completion of the probationary period, but shall be retroactive to the employee's first day of employment with the Board. During the probationary period, the Board may discipline or discharge the probationary employee and such action shall not be subject to the grievance provisions of this contract.

B. Seniority. Each July 1 the Board shall submit to the Union lists of permanent employees by classification showing their seniority in time of service with the Board and their current pay grade. "Classification" shall mean, for the purposes of this Agreement, that employees shall be grouped within the categories "custodian," "assistant head custodian" and "head custodian" according to their job titles. The probationary period shall be included in determining seniority. Qualifications, seniority and satisfactory past performance shall be considered in making promotions and filling vacancies within classifications.

C. Layoff. An employee with the least seniority within each classification shall be laid off, providing the Board cannot use him/her in another classification. Laid-off permanent employees with the most seniority shall be rehired first, and no new employees shall be hired until all laid-off employees have been given an opportunity to return to work and providing the employee recalled is qualified to fill the vacancy. In the event of a layoff, an employee shall retain his/her seniority status for one (1) year from the date of his/her layoff.

D. Discharge. No permanent employee shall be discharged or disciplined except for just cause.

E. Military Service. Any permanent employee who leaves the service of the Board due to active military service during a time of war or other National Emergency, or who is inducted by the Selective Service, shall be placed on military leave without pay in accordance with USERRA. The provisions of USERRA shall govern the military leave, except that any employee on military leave who applies for re-employment with the Board shall file or make such application within one hundred and eighty (180) days from the date of his or her discharge from military service. The returning employee shall be entitled to the equivalent position s/he held at the time his or her leave began, provided that s/he is capable

of performing the essential functions of the job. It is expressly understood that equivalent position means the same step classification within the Custodian position only.

F. Jury Duty. Any employee covered under the terms of this Agreement shall receive paid leave for each day s/he is required to perform Jury Duty, provided that the employee timely remits to the Business Office any and all payments from the State of Connecticut or the United States Government for such jury duty service.

G. Maternity Leave. Leaves of absence for maternity shall be treated like any other non-work related disability.

#### ARTICLE X - GRIEVANCE PROCEDURE

A. Purpose. The purpose of this procedure is to secure an equitable solution to grievances which may arise, with the proceedings to be kept as informal and confidential as may be appropriate at any level of the procedure. A grievance is defined as any complaint concerning the interpretation or application of the terms of this Agreement. As used in this article, the term "days" shall be "work days." Any member of the Union has the right to discuss a grievance or potential grievance informally with an appropriate member of the administration.

B. Level I - Principal or Immediate Supervisor. A member of the Union with a grievance or dispute shall first discuss it with his/her immediate supervisor or principal, directly, with the objective of resolving the grievance informally.

C. Level II - Assistant Superintendent of Schools or Designee of the Superintendent. In the event the aggrieved member is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file a written grievance with the president of the Union in an effort to resolve it at Level I. If no decision can be arrived at, then the president or representative will, within five (5) school days after receiving such written grievance, refer it to the appropriate assistant superintendent of schools or designee of the superintendent.

The assistant superintendent or designee of the superintendent shall represent the administration at this level of the grievance procedure. Within five (5) school days after receiving the written grievance, he/she shall meet with the aggrieved member in an effort to resolve it.

If a member of the Union does not file a written grievance with the president of the Union or his/her designee and the immediate supervisor or principal within ten (10) school days after the member is aware of the act or condition on which it is based, then the grievance shall be waived.

D. Level III - Superintendent of Schools. If the aggrieved member of the Union is still not satisfied with the disposition of his/her grievance at Level II, or if no decision has

been rendered within five (5) school days after his/her joint meeting with the assistant superintendent or designee of the superintendent, he/she may file his/her written grievance with the president of the Union indicating his/her dissatisfaction and requesting that it be referred to the superintendent for the purpose of resolving the grievance. The superintendent shall render a decision within ten (10) school days of receipt of the written grievance.

E. Arbitration. In the event the Union feels that further review is justified, the Union's authorized representative may submit the grievance to arbitration within fifteen (15) days of the Level III decision by giving written notice to the Superintendent or his or her designee. The Union shall indicate in its notice whether it wishes the Connecticut State Board of Mediation and Arbitration (CSBMA) or the American Arbitration Association (AAA) to hear the grievance. The Board shall also have the option to require that either CSBMA or AAA hear the grievance at the Board's expense. If the Board wishes to select the AAA to hear the grievance, it shall so notify the Union, in writing, within ten (10) working days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union within such time period, the Board shall thereby waive its right to select the AAA to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) working days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent or his or her designee. Only the Union, as opposed to individual bargaining unit members, shall have the right to appeal grievances to arbitration under this article. This article must, in order to be valid, be filed with the agency. The decision of the arbitration shall be final and binding on both parties. The jurisdiction of the arbitration agency shall be limited to interpretation or application of the terms of this Agreement and it shall have no jurisdiction to modify any provision of this Agreement. Each party shall be liable for its own share of expenses, except as provided above.

F. Rendering of Decisions. Decisions rendered at Level II and III of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall promptly be transmitted to the parties in interest and to the president of the Union.

G. Separate Filing. All communications dealing with the proceeding of a grievance shall be filed separately from the personnel files of the participants.

#### ARTICLE XI - NO DISCRIMINATION

The parties agree that the provisions of this Agreement will apply equally to all employees covered hereunder regardless of sex, sexual orientation, color, race, creed, age or national origin or other basis protected by law.

#### ARTICLE XII - SAVINGS CLAUSE

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full

force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

#### ARTICLE XIII - WORKERS' COMPENSATION

Each employee who is injured or disabled in the performance of his/her duties and as a result thereof has been determined to be entitled to workers' compensation payments pursuant to state statute, shall be entitled to injury leave with 80% full pay (not charged to earned sick leave) less Workers' Compensation from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed one (1) calendar year. Nothing herein shall affect rights or benefits under existing Workers' Compensation Law. If such employee is unable to return to duty, he/she shall be eligible for a disability pension, under the Pension Plan, if qualified. The application of this provision shall not affect the calculation of "final salary" for pension purposes.

#### ARTICLE XIV - MANAGEMENT RIGHTS

Except to the extent modified by a specific provision of this Agreement, the Board reserves and retains solely and exclusively all rights and authority to operate, manage and administer all aspects of the Westport public school system including, but not limited to, all such rights and authority as existed prior to the execution of this Agreement.

The Board of Education will exercise its right to contract out custodial services. The Board will exercise that right through filling of vacancies caused by attrition. As vacancies are filled through contracted services, the Board will transfer employees as necessary to consolidate work performed by members of the bargaining unit. No member of the bargaining unit will be laid off as a result of hiring contracted services to perform custodial work.

#### ARTICLE XV - PRESERVATION OF RIGHTS

Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

Copies of this Agreement shall be supplied by the Board of Education to the Union president for distribution to current employees as soon as possible after ratification. All new employees shall be given a copy upon hire.



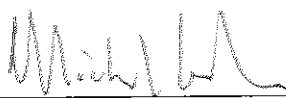
## ARTICLE XVI - DURATION

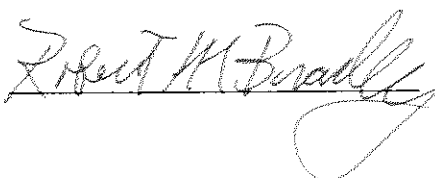
Except as otherwise provided hereto and to the extent possible, this Agreement shall be effective when executed by the Union and the Board. Thereafter, this Agreement shall remain in full force and effect without reopening of any kind except as provided in Article VII through June 30, 2019.

IN WITNESS Whereof, the parties hereunto set their hands and seals this 1<sup>st</sup> day of November, 2016.

WESTPORT BOARD OF EDUCATION

NATIONAL ASSOCIATION OF  
GOVERNMENT EMPLOYEES

By: 

By: 

APPENDIX A  
Salary Schedules

2016-2017

	Custodian	Assistant Head Custodian
Step 1	19.11	20.58
Step 2	19.77	21.30
Step 3	20.47	22.06
Step 4	21.21	22.87
Step 5	22.01	23.76
Step 6	22.80	24.66
Step 7	23.47	25.40

2017-2018

	Custodian	Assistant Head Custodian
Step 1	19.49	20.99
Step 2	20.17	21.73
Step 3	20.88	22.50
Step 4	21.63	23.33
Step 5	22.45	24.24
Step 6	23.26	25.15
Step 7	23.94	25.91

2018-2019

	Custodian	Assistant Head Custodian
Step 1	19.88	21.41
Step 2	20.57	22.16
Step 3	21.30	22.95
Step 4	22.06	23.80
Step 5	22.90	24.72
Step 6	23.73	25.65
Step 7	24.42	26.43

## APPENDIX B

### WESTPORT PUBLIC SCHOOLS CUSTODIAL WORK RULES

These work rules have been accepted by Board and Union representatives to be applicable to all employees of the Board engaged in custodial work in the public school system of the Town of Westport.

1. All custodians are subject to call-back for emergencies; this would include snow removal, alarm response, building repairs and relief assignments and other emergencies requiring custodial manpower.
2. Custodial work hours and assignments as set forth in Article II of the contract may be changed to meet operational requirements at a minimum of one (1) week's notice.
3. Uniforms must be maintained and worn on all regular, overtime and contracted work assignments (at all times a custodian is on duty).
4. The following acts are strictly prohibited and violations will result in suspension or immediate dismissal, unless, in the sole discretion of the superintendent or his/her designee, a lesser punishment is deemed appropriate in a specific instance:
  - a. direct insubordination;
  - b. falsifying any report or record of time worked;
  - c. falsifying claims of injury;
  - d. bringing or possessing weapons or intoxicating substances or controlled drugs on school property;
  - e. reporting to work or being at work under the influence of controlled drugs or intoxicating substances;
  - f. intentionally abusing or removing from the school premises school property, records or supplies or property not belonging to the employee;
  - g. improper conduct, fighting, horseplay or illegal gambling on school property;
  - h. improper physical or verbal conduct with regard to students or staff;
  - i. illegal possession, sale or distribution of controlled substances on or off school property, provided that a custodian may possess prescription medication that the employee is required to take during the work day, provided that the employee first notifies the designated school district staff member so that the staff member can create a safe storage and access plan for the employee and

further provided that the employee abides by the terms of the storage and access plan developed by the designated school staff member.

5. Unsatisfactory work or a rule infraction will result in progressive disciplinary action, except as modified in Section 4 above:
  - a. First offense - verbal warning.
  - b. Second offense - written warning.
  - c. Third offense - suspension without pay.
  - d. Fourth offense - dismissal.
  - e. No material reflecting negatively upon an employee shall be placed in the employee's personnel file unless the employee has had an opportunity to read the material and has affixed his/her signature on the material to be filed. Signing such material shall be understood only to indicate the employee's awareness of the material. Within a reasonable time after a request to do so, an employee shall sign any document to indicate only his/her awareness of the document. If the employee disagrees with any material the employee may submit a written notation regarding such material, which shall be attached to the file copy of the material in question.
6. Abuse of sick leave will not be tolerated; management has the right to demand a doctor's certificate on any absence greater than three (3) days or after prior warning of suspected sick leave abuse. Such prior warning shall be considered disciplinary action and shall be subject to review under the grievance procedure. In such cases, the Board will be responsible for the employee's doctor visit co-pay. Abuse of sick leave will subject an employee to disciplinary action.
7. Individual performance will be measured by the prescribed ongoing evaluation process and criteria, including interim or daily performance reports if required. Copies of such documents will be given to and/or shared with the employee.
8. Employees must be at their appointed work places, at the prescribed starting time, ready to work, and shall remain at work until the prescribed quitting time.
9. An employee shall not conduct any personal business during working time.
10. An employee shall not enter the schools or remain on school property unless he/she is on duty or scheduled for work, except when he/she has a valid, job-related reason or to attend school functions which he/she has a right to attend as a member of the public.
11. An employee shall not restrict or interfere with others in performance of their jobs.
12. An employee shall perform his/her job duties and responsibilities and will not refuse to perform work assigned to him/her.

13. An employee must immediately notify his/her supervisor in writing of any change in his/her personal data relevant to his/her employment.
14. A minimum forty-eight (48) hour notice is required for all vacation or personal time requests, except in emergencies as accepted by the supervisor or principal.
15. If an employee is unable to report for work due to illness or other authorized cause, he/she must report this fact, preferably before the start of the shift for day-shift personnel, but no later than 9:00 a.m. for day-shift personnel and 12:00 noon for night-shift personnel, except in emergencies accepted by the supervisor or principal.
16. Employees will report their absence to the school automated absence reporting system giving name, department, supervisor and reason for absence.
17. An employee shall not use profane or abusive language.

The foregoing rules are not intended to be all-inclusive of the required discipline, proper standards of conduct or obligations of employees. The Westport school system reserves the right to amend, change or add rules which it may deem necessary to meet operational requirements (which employees must obey).

The Board will provide a letter of understanding that these rules can be deleted by the Board except for Rule 5 and no rules can be added without Union approval.

## APPENDIX C

### THE DUTIES OF CUSTODIANS FOR THE WESTPORT PUBLIC SCHOOLS

The following document has been agreed to by the Board and the Union to be specifically applicable to custodians for the Westport Public Schools. It is agreed that this is not an exhaustive listing of all duties and responsibilities to be performed. Employees represented by the Union will continue to perform their established job duties and responsibilities.

The overall responsibility for custodians is to maintain the assigned building area clean, comfortable, safe and in good repair by his/her own work.

A general breakdown of the custodians' work is as follows:

#### Grounds

Care for the grass and foundation plantings, as needed.

Keep sidewalks, paths and driveways free of debris, ice and snow.

Remove leaves and weeds, as needed.

#### Building Maintenance

Make minor repairs such as:

Tighten and replace missing screws of door hinges, locks, door closers and panic bolts.

Paint doors, trim, toilet partitions, stairs, untiled concrete floors, columns and small rooms under one hundred twenty (120) square feet of floor.

Replace broken or loose molding, panels, ceiling tiles, except for ceiling tiles directly adjacent to or covering sprinklers.

Minor repair of closet shelves.

Free stopped sanitary and sink plumbing.

#### Heating, Lighting and Ventilation

Operate the boiler, which includes:

Solve minor operating problems (reset and restart only); report other problems,

Clean fan.

Vent radiators.

Clean lighting fixtures, replace lamps.

Report irregularities of boiler operations.

#### Doors and Windows

Close and lock all exterior doors and windows when securing school buildings.

#### Housekeeping

Clean the interior of the building.

Dust, sweep and wash classrooms, offices, locker rooms and special rooms.

Clean out radiator grills.

Strip and wax floors.

Clean toilets and shower rooms.

Clean and recondition furniture.

Clean windows and other glass.

Collect and dispose of garbage and trash.

#### Services

Set up special areas for assembly, exhibits and shows.

Set up special areas for the athletic program.

Set up special areas for other than school activities.

Assist as requested by the principal during open house week.

Receive supplies for the school.

Transport supplies and equipment used by the teaching staff, as requested by the principal.

Install a pencil sharpener, hang a map or picture.

### Administrative

Greet all visitors in a polite manner. Question visitors whom you do not recognize by asking if you may assist them in any way.

Immediately report the presence of unauthorized persons in the building to supervisor or police.

Report actual or potential safety hazards or conditions to supervisor or principal.

Assist in making up requirements for custodial supplies.

Keep time records as required.

Order supplies on the proper forms giving the proper name and other identifying data as required.

### A FEW DON'Ts FOR THE CUSTODIAN

DO NOT ENTER AREAS RESTRICTED TO USE BY MEMBERS OF THE OPPOSITE SEX WHEN STUDENTS OR OTHER PERSONS ARE PRESENT IN THE BUILDING WITHOUT HAVING THE AREA CLEARED BY THE PRINCIPAL OR SECRETARY.

DO NOT DISCIPLINE STUDENTS. REPORT STUDENTS TO THE PRINCIPAL OR DESIGNEE FOR DISCIPLINARY ACTION.

DO NOT TAKE ORDERS FROM EVERYONE IN THE SCHOOL. POLITELY REFER REQUESTS MADE BY OTHER THAN AN AUTHORIZED PERSON TO THE PRINCIPAL OR YOUR SUPERVISOR.

DO NOT FORGET THAT YOU ARE PART OF AN EDUCATION PROGRAM. A MEMBER OF A TEAM REQUIRING TEAM WORK.

DO NOT ADMINISTER MEDICATION OR MEDICAL CARE TO INJURED OR ILL STUDENTS.

The Board and the Union agree to create a subcommittee to review and revise Appendix C as necessary to serve as a job description for members of the bargaining unit.



## APPENDIX D

### SNOW REMOVAL PROCEDURES FOR WESTPORT CUSTODIANS

1. When a custodian is called in on an inclement weather day before his/her regular shift, he/she is entitled to be paid at time and one-half for the additional hours.
2. On inclement weather days, management will not call employees and offer (or direct) that employees not report for work by using personal days, floating holidays or vacation. If employees are required to report early, management will call them in as set forth in paragraph 1 above.
3. Subject to management approval, individuals may request to start their regular shift early on an inclement weather day, with the understanding that they will receive straight-time pay for the day.
4. If the Town is shut down and custodians are not required to report for work, they will receive their regular pay for that day.
5. Unless the Town is shut down, management expects employees to report for work at the scheduled time.
6. In justified circumstances, an employee may request excusal from his/her scheduled shift because of travel difficulties, with charge to floating holiday, personal leave or vacation leave. Frequent such requests may result in disciplinary action.