

AGREEMENT

between the

WESTFIELD SCHOOL COMMITTEE

and the

WESTFIELD PUBLIC SCHOOL CUSTODIAN ASSOCIATION

July 1, 2007 to June 30, 2010

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This AGREEMENT is made and entered into by and between the WESTFIELD SCHOOL COMMITTEE (hereinafter referred to as the "Committee") and the WESTFIELD PUBLIC SCHOOL CUSTODIAN ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE 1
RECOGNITION

Pursuant to the April 15, 1966, Certification of Representation by the Massachusetts Labor Relations Commission, the Committee recognizes the Association as exclusive bargaining agency with respect to wages, hours, and other conditions of employment for the following employees of the Westfield Public School System and the Westfield Vocational Technical High School:

Senior Building Custodians
Building Custodians
Carpenter/Custodian
Clerk/Laborer/Custodian
Landscaper/Custodian

but excluding:

Supervisor of Custodians
Assistant Supervisor of Custodians
Carpenter
Electrician
Painter
HVAC Specialist
Facility Attendant
Matron
Any and all employees covered by Personal Services Agreements

ARTICLE 1-A
UNION DUES/AGENCY FEE

Section 1. All Employees hired after the execution of this Agreement, as a condition of employment, will become members of the Association or pay the Association an agency fee not later than the thirty-first (31st) calendar day following the date of their employment by the Employer or not later than the thirty-first (31st) day following the execution of this Agreement, whichever is later.

- Section 2. Upon failure of an Employee to tender his/her agency fee or dues to the Union, the Union shall notify the Employer in writing by certified mail of such failure and the Employer shall, not more than thirty (30) days after receipt of such written notice, discharge such Employee subject to the regulations of the Massachusetts Labor Relations Commission (456 C.M.R. § 17.16).
- Section 3. For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.
- Section 4. The Association shall certify the agency fee amount to the City Treasurer annually.
- Section 5. The Association agrees to and does hereby indemnify, defend and save the Employer harmless from and against any and all claims, demands, liabilities, lawsuits, or any other form of action arising from or related to any action taken by the Employer pursuant to this Article.

ARTICLE 2
SENIOR BUILDING CUSTODIAN

Description of Duties

DUTIES:

To have charge of the cleaning and sanitary maintenance of a school building and the care of the building furnishings and equipment, and to be responsible for the operation of the heating and ventilating systems; to supervise the work of assistants, participate in the work, and be responsible for performance of the work in accordance with sanitary standards and laws pertaining to health and safety; to requisition custodial supplies and equipment which he deems necessary to properly maintain his building and be responsible for their proper use, to cooperate with the school principal and other school personnel; to keep written records as required.

Having responsibility for recommending of work assignments and the posting of copies of the schedules in the Custodian's office; instructing assigned personnel and when necessary preparing reports of activities of such personnel; supervising and participating in activities such as sweeping, scrubbing, dusting, waxing, polishing, including the use of manual and mechanical cleaning equipment, as required for the care of all types of floors (terrazzo, asphalt and vinyl tile, wood, and concrete), toilets, sinks, furniture and other building furnishings and equipment; operating low pressure coal, gas, and oil-fired heating boilers (using #4, #5, #6 fuel oil; coal and gas) and hot water boilers, and cleaning and oiling unit heaters and ventilating fans; requisition the repairs necessary for keeping the building and equipment in proper condition; and cooperating in special situations, such as arrangements in connection with the use of the building for all occasions, as approved by the Westfield School Committee.

ARTICLE 3

BUILDING CUSTODIANS

Description of Duties

DUTIES:

To perform the regular duties of a building Custodian in a school or other public building; and to perform related work as required.

Performing duties requiring knowledge, skills, abilities, and personal characteristics such as the following: Knowledge of the methods, materials and equipment used and the safety precautions to be taken in performing custodial work, including knowledge of the proper use of custodial supplies (synthetic detergents, soaps, scouring powders, waxes, etc.) and the proper techniques in using them on various kinds of floors, walls, toilet room equipment, furniture and other building furnishings and equipment, knowledge of the use, operation and care of custodial equipment (vacuum cleaners, floor machines, floor brushes, sweeping mops, etc.), knowledge of the care of the buildings and appurtenances (grounds, walks, lawns, shrubbery, etc.), and knowledge of the operation and care of low-pressure heating systems and ventilating equipment, skill in the use of hand tools and knowledge of the minor adjustment and repair of furniture and other building equipment, including plumbing, heating and electrical fixtures; knowledge of fires and accident prevention in public buildings, including the operation and care of the various kinds of hand fire extinguishes; knowledge of the proper display of the flag of the United States of America; ability to follow written and oral instructions; ability to maintain harmonious working relationship; physical fitness to perform a variety of manual tasks; neat appearance; and good moral character.

The duties and examples of duties set forth for Senior Building Custodians and Building Custodians are meant to be descriptive only, and are not to be considered exclusive; however, they are intended to outline in broad fashion the type of duties to be performed by each classification of employees above set forth.

The Association shall be the exclusive bargaining agent for the employees so listed in this agreement. Absent agreement or notice and opportunity to bargain pursuant to M.G.L. c. 150E, bargaining unit work shall be performed by bargaining unit members, unless such unit members voluntarily relinquish said rights and /or the work cannot be otherwise performed. Should an emergency arise, where no bargaining unit member is available, the Association shall be notified and may discuss the circumstances with Administration. Bargaining unit work shall be defined as such duties listed in Articles 2 and 3 of the agreement.

ARTICLE 4
MANAGEMENT RIGHTS

The Parties agree that the operation of the School Department of Westfield, the supervision of the employees and of their work are the rights of the Committee alone. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to ensure orderly and effective work; to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed; and of employee competency; the hiring, transfer, promotion, demotion, lay-off, recall, discipline or discharge of employees for just cause without discrimination; and the right to discuss terms and conditions of employment with the employees and to inform them concerning employment matters are exclusive rights of the Committee or their agents as designated by law. Pursuant to the provisions of law, the Superintendent is the Appointing Authority, the School Committee is collective bargaining agent pursuant to Chapter 150E, and disciplinary actions by Principals are subject to the just cause provisions of the Agreement.

The foregoing enumeration of the Committee's rights shall not be deemed to exclude other rights not specifically set forth, the Committee therefore retaining all rights not otherwise specifically restricted by this Agreement.

The exercise by the Committee of any of the foregoing rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the bargaining unit.

ARTICLE 5
SUMMERTIME USE OF BUILDINGS FOR EDUCATIONAL PURPOSES

When a school building is to be used in whole or in part by the Westfield School Department for educational purposes during the summertime, the Senior Building Custodian shall be so notified by the Superintendent of Schools or his agent at least two weeks prior to use, if possible. This shall include all federal, state, and city projects. It shall then be the duty of the Senior Building Custodian to prepare a work schedule, subject to the approval of the Superintendent of Schools or his agent, of the number of hours required to provide the services needed by the Westfield School Department.

Subject to need as determined by the School Committee or its designee, schools which have Head Start or Park and Recreation or Summer School programs during the summer may have additional help assigned to complete the necessary cleaning, repair and maintenance work to prepare the schools for September school opening. If summer help is available, then, subject to operational needs, it will be distributed among all the buildings equally.

When summer programs necessitate significant clean up, a Custodian will be assigned, on an overtime bases, a reasonable amount of time to complete such clean up. Where feasible and,

necessary, the Employer will seek funds for custodial services in grant applications. It is deemed desirable, by the parties, that the Senior Custodian or Custodians in a building be consulted, prior to filing a grant application, as to whether additional clean up will be needed because of the use of school buildings by summer programs. The President of the Association shall be given notice of all grant applications.

ARTICLE 6
SNOW REMOVAL

SCHOOL DAYS:

When there is a snowstorm, the snow will be removed by the Custodian on duty. But when, in the judgment of the School Committee or its designee, additional men are required, off-duty Custodians may be called, and except for temporary physical incapacity, the men so called must report for snow removal.

WEEKENDS AND HOLIDAYS:

Overtime for weekends or holiday snow removal should have the approval of the School Committee or its designee.

ARTICLE 7
COMMUNICATIONS

- A. The Association shall be provided with a copy of the official agenda and any attached documents which are provided to the press of each regular School Committee meeting prior to each meeting and minutes of each regular School Committee meeting, after they have been approved by the School Committee.
- B. The School Committee shall comply with any reasonable request by the Association for available information, excluding confidential personnel records, possessed by the School Committee and which is relevant to the processing of any grievance by the Association, or to the negotiation by the Association and the School Committee of any condition of employment.
- C. All communications from the Superintendent's office pertaining to the use of a school building shall be addressed to the principal of that building. Custodians may use principals' mail boxes in the main office for communications.
- D. The Association will be advised of contemplated changes in wages, hours and other conditions of employment that have an impact on the Association or its members.

ARTICLE 8
OVERTIME

- A. Overtime at the rate of time and one-half shall be paid for all hours worked over eight (8) in a day or forty (40) hours in a week.
- B. Overtime at the rate of time and one-half shall be paid for hours worked on the sixth consecutive day of work in a scheduled work week and at double time for all hours worked on the seventh consecutive day in a work week.
- C. Overtime assignments for school Custodians and maintenance work will be made in accordance with the following:
 - 1. Whenever possible, Building Custodians from the Maintenance Department will substitute, with no overtime, for Building Custodians who are absent from their regular duties.
 - 2. Overtime assignments in each building, when possible and practical to do so, will be given to the Custodians regularly employed in that particular building.
 - 3. Overtime assignments where Custodians outside of a particular building are needed, and which are filled by the School Committee or its designee, shall be posted once a month on the Supervisor's bulletin board to ensure equitable distribution among Custodians desiring such overtime.
 - 4. Overtime assignments will be assigned on a rotating basis by seniority in each school. A rotation list will be established by school divided as equally as possible among Custodians, including Senior Custodians.
 - 5. Double time will be paid for all work performed on Sundays and holidays set forth in this AGREEMENT. However, double time on Sundays under this section will not be paid to those employees whose normal schedule includes Sunday as part of their forty (40) hour week.
 - 6. The senior in each building will keep open records of all overtime given to each employee.

7. Temporary assignments for Custodians who are required to fill-in for and assume the duties of a Senior Custodian are subject to the approval of the Superintendent or his designee. Such approval will not be unreasonably withheld. Custodians filling-in for a Senior Custodian will be compensated in accordance with Article 10(E).
8. In addition to overtime assignments for absent building custodians, overtime shall be awarded, consistent with the above provisions of this article, when building custodians perform the duties of facility attendants who are absent from their regular duties.
9. Building checks shall be made on each Saturday, Sunday and holiday (from November 1 through April 1). Building check assignments in each building will be given on a rotating basis to those custodians regularly employed in that particular building who volunteer for such assignments. Custodians will be paid time and one half (1 ½) on Saturdays and double time (2) on Sundays and holidays. This time includes only time spent checking in and immediately around the building. It does not include any commuting time from home to the building for which the employee is not compensated. Time allotted:

Elementary	1 hour
Middle	1 hour
Vocational	1½ hours
Westfield High	1½ hours
Maintenance Barn	1 hour

D. Compensatory time - Custodians performing work in excess of forty (40) hours in a workweek shall be paid time and one half (1.5) times the employee's regular rate. The School District reserves the right to grant employees compensatory time off in lieu of overtime payments under the following circumstances:

1. The overtime work is authorized in advance by the employee's supervisor.
2. Compensatory time will be granted at the rate of one and a half (1.5) times the time worked in excess of forty (40) hours in a workweek. For example, if an employee works forty-two (42) hours in a week and is granted compensatory time off for the overtime worked the employee shall receive three (3) hours of paid compensatory time.

3. Compensatory time must be approved in writing by the Director of Human Resources. The Director of Human Resources will when approving compensatory time off schedule a deadline by which the compensatory time off must be taken. An employee, desiring to use accrued compensatory time off, must submit a written request on an approved form to his/her Supervisor and must schedule the time off within the period designated by the Director of Human Resources.
 4. No employee may accrue more than forty (40) hours of compensatory time.
 5. There shall be no pyramiding of compensatory time or overtime. There shall be no pyramiding of any premium, penalty, or overtime pay under this Agreement for the same hours worked. Where more than one (1) premium, penalty, or overtime rate may apply, the single highest rate only shall be paid.
 6. The School District retains the right to buy out or pay off an employee compensatory time off in lieu of granting the time off.
- E. All overtime, worked and properly reported under any provision of this agreement, shall be paid to the custodian within the next pay period.

ARTICLE 9
REGULATIONS CONCERNING PUBLIC USE OF SCHOOL BUILDINGS

- A. The Association may use school buildings, without cost, at reasonable times for meetings. Arrangements as to time and place will be made with the principal of the building in question.
- B. No facility shall be used except on regular work days prior to 5:00 p.m., without a Custodian being present. This provision excludes school vacation (except summer vacation, which is covered by Article V herein) and holidays. The Custodian must be on duty for the activity for which he/she was engaged and paid by an organization using the facilities. Custodians' rates will be established on the form for rental. Custodians assigned to rental functions will devote full-time to preparation, of the area involved, assisting renters controlling lighting, heating, ventilation and guarding against unauthorized use of facilities and equipment. The Custodian will clean and restore all used areas to proper condition for the next school use. The Custodian will also be responsible for reporting all loss or damage to facilities or equipment.

All non-Westfield Public School related revenue producing functions/activities shall require a Custodian assigned who shall be paid at the rate of time and one-half (1½) and shall receive a minimum of two (2) hours pay at time and a half.

All non-Westfield Public School non-revenue producing functions/activities shall require a Custodian present to perform cleanup. Such cleanup shall be charged for actual time at hour increments. Custodians shall be paid at the rate of time and one-half (1½). If a Custodian's presence is necessary at the function/activity, the Custodian shall be paid a minimum of two hours at time and a half.

- C. The Parties agree to exclude the activities/functions contained in the list appended to this Agreement as Appendix "A" from the above Paragraph B, unless a Custodian is deemed necessary by the School Committee.

Should either Party to this Agreement wish to add or delete from the list, the Parties will meet to discuss such additions or changes. If such agreement cannot be reached the Employer may implement such changes, the Association may grieve such addition. The addition or deletion shall be determined on the basis of whether the activity/function requires some significant additional cleanup. Disputes concerning these matters shall be handled on an expedited basis through the Grievance and Arbitration Clause in the Agreement except it shall be submitted to the arbitrator on the panel hereinbelow first able to handle the matter. This panel for disputes under this Article only shall consist of:

- | | |
|----------------------|--------------------|
| A. Robert O'Brien | B. Nancy Peace |
| C. Joan Dolan | D. Timothy Bucklew |
| E. Richard Boulanger | F. Tim Bornstein |
| G. Mark Grossman | |

- D. A minimum of two (2) hours pay at time and one half or time and one-half for the hours worked, whichever is greater, shall be granted for emergency call-back (after an employee has completed his days' work). Emergency call backs should be made first to persons regularly employed in building, provided, if not enough names are on the list, then calls are made to non-building employees. If an employee refuses a call back three (3) times in a calendar year, then the employee's name is taken-off the list.

ARTICLE 10
VACANCY

A vacancy is an opening caused by promotion, transfer, death, retirement, resignation, discharge, or the availability of a new position. The School Committee shall have thirty (30) days (days being defined as a calendar days from date of School Committee approval) after a promotion, transfer, death, retirement, resignation, discharge, or availability or new position to determine if the vacancy is to be filled.

- A. When a vacancy occurs, a bidding will be held in fourteen (14) days (days being defined as calendar days from School Committee approval), notification of the position shall be posted in each school for not less than two weeks prior to the closing date for applications. The notice shall indicate the name of the school building, the title of the available position, and the general duties of the position.
- B. In filling such vacancy, the following factors will be considered in the following order:
 - 1. Length of service as a permanently-appointed employee.
 - 2. Civil Service mark.
 - 3. Length of service as a provisionally-appointed employee.

If two (2) or more employees have equal lengths of service in their present classification, the one (1) with the highest civil service grade shall be appointed to the vacancy. If all of the above-specified factors are equal for two (2) or more employees, a coin toss will serve as a tiebreaker. Prior to finalization of assignment or transfer, the custodian shall meet with the building principal. The building principal shall approve the transfer, consistent with the terms of this agreement; such approval shall not be unreasonably withheld. Should the building principal have grounds to reject the applicant based upon knowledge, training, skills and ability, the principal shall so state in writing and then move to the next ranked employee in accordance with 1, 2, and 3 above and repeat the process. This notice will be sent in writing to the employee with a copy to the Association President. (See attached side letter for clarification of skills and ability).

In filling the senior custodian and maintenance positions, in addition to the three (3) factors listed above, the experience of the person in a related field may be considered.

- C. No employee shall be restricted from bidding on any position and he may submit a bid in writing to the School Committee or its designee or in person. Notwithstanding the above, employees will-be restricted to one (1) successful and accepted bid per six (6) month period unless specifically authorized by principal or immediate supervisor.
- D. Secondary vacancies resulting from transfers may be filled without additional job postings.

- E. The parties agree to use the following procedures in filling vacancies under A, B, C, and D above:
1. If at the conclusion of a bidding meeting, vacancies or secondary vacancies remain open, and there are individuals present who have not yet bid, those individuals will be required to bid on the remaining vacancies which will be filled in accordance with Article 10 (b) of the contract. The bidding process will remain open until this process is completed.
 2. Bids submitted in writing will be reviewed in accordance with Article 10 of the agreement.
 3. Individuals, following permanent appointment, will be assigned to vacancies on a temporary basis pending the next bidding at which time such positions will go up for bid.
 4. Nothing contained in this procedure will be construed as allowing an individual to avoid the bidding process and leave a position open.
- F. Promotions will be filled in accordance with Civil Service regulations. When an employee is promoted to a higher classification, he shall enter the position at the lowest rate of the highest range which will provide for an increase in pay of at least 5% but no higher than at his present step.
- G. Except as provided in H and job duties and hours of this Article, when an employee receives a position after a vacancy occurs and he has bid on the job and upon being awarded same, the essential job duties of the position shall not be changed without his prior consent.
- H. The Superintendent or his designee may change the hours of members of the bargaining unit provided the following procedures are followed:
1. Need or objective of the department shall be defined.
 2. Every attempt will be made to solicit voluntary cooperation to accomplish the objective or need.
 3. If voluntary arrangements are not possible, changes of hours for members of the bargaining unit shall be made in a manner which disrupts the fewest persons.
 4. No member of the bargaining unit shall have hours changed more than two (2) hours, plus or minus.
 5. No member of the bargaining unit shall have his hours involuntarily changed more than once per calendar year.

- I. For purposes of bidding for a vacancy under this Article, an employee may withdraw his or her bid prior to assignment or appointment.

ARTICLE 11
ABSENCES

- A. When an absence occurs in a building and a replacement is not available to cover the absence or when there is an additional public use of a school building such as described in Article 9 (and the custodians are not receiving additional compensation for it), the custodian(s) on duty in the building shall individually or collectively perform the work of the absent employee. If necessary in the opinion of the appropriate authority (Superintendent and Building Principal), such work shall be on an overtime schedule. In lieu of overtime, the Principal shall have the discretion to grant compensatory time off to those custodian(s) not to exceed five (5) hours per employee to be used within thirty (30) calendar days of the occurrence, at a time mutually agreed by the Principal and employee. This five (5) hour cap shall not be exceeded. The request for additional time shall be presented in advance to the Principal in writing for approval on the appropriate form. Compensatory time will be recorded at a rate of one and one half hours for each hour worked.
- B. The School Committee or its designee shall be responsible for the filling of temporary vacancies, due to promotion, transfer, discharge, resignation, death, personal illness, family illness, vacation or retirement. Temporary vacancies are defined as vacancies which will not normally exceed forty-five (45) days.
- C. Unassigned employees may be temporarily assigned to fill in for Senior Custodians or Building Custodians as the need arises. Such assignment shall not be continued on a permanent basis.
- D. When an employee is upgraded to fill a permanent vacancy, the upgraded employee will receive the rate for the position he is filling, in accordance with Article 10 - Section F.
- E. When an employee is upgraded to fill a temporary vacancy and such upgrading continues for a period of fifteen (15) consecutive days, the upgraded employee will receive the rate for the position he is filling, in accordance with Article 10 - Section F.

ARTICLE 12
HOLIDAYS

1. Holidays occurring on Sunday will be celebrated on Monday.
2. Holidays occurring on Saturday will be celebrated on Friday but only if school is not in session on such Friday. If a holiday is not celebrated under this section, a floating holiday will be designated by the School Committee.
3. Any employee required to work on a holiday shall be paid double time for the hours worked plus a day's pay for the holiday with no compensating day off.
4. Wherever possible, work schedules will be arranged in the holiday-occurring weeks so that employees will work the same number of days, will have the same number of days off and the same number of days paid.
5. Wherever possible, an employee shall be given a day off when a holiday occurs during the employee's regularly-scheduled vacation.
6. For purposes of this AGREEMENT, the following days will be considered holidays, providing, however, that these are days on which there is no school:

New Year's Day
Martin Luther King Day
Washington's Birthday
Patriot's Day
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

The Union will follow City policy with respect to the day before Christmas and the day before New Year's.

ARTICLE 13
JURY DUTY

Absence for attendance in court for jury duty shall not count in calculating absence limitations under other sections. Likewise, attendance in court in response to a lawful subpoena to testify on behalf of the Westfield School Committee or to testify in a criminal case on behalf of the Commonwealth where the testimony arises out of the employee's job duties shall not count in calculating absence limitations. The salary paid by the Westfield Public Schools during such absence shall be at the regular rate less the fee paid for jury duty or for attendance of the witness in response to such a subpoena.

ARTICLE 14
INSURANCE AND ANNUITY PLAN

1. The Committee will pay the maximum percentage permitted by law not to exceed fifty (50) percent of the following types of insurance coverage:
 - a. A \$5,000.00 term life insurance plan of the type presently available to Custodians.
 - b. Effective July 1, 2007 the parties agree that employees should contribute thirty percent (30%) of the HMO-Network Blue plan (individual or family), twenty percent (20%) for HMO Value Plus plan (individual or family), thirty-five percent (35%) for the Blue Choice plan (individual or family), thirty-five percent (35%) for the HNE PPO plan (individual or family). Eligible employees who begin work on or after July 1, 2007 shall be offered two (2) options for health insurance: HNE PPO at the 65/35 percent split and HMO Value Plus at the 80/20 percent split. The parties further agree that the percentage contribution will not be subject to further negotiations during the life of the agreement. A trust account will be established for employees on HMO Value Plus for reimbursement for hospitalization (up to five hundred dollars [\$500] for individual and one thousand dollars [\$1000] for family), the amount to be established each fiscal year upon recommendation by the City's insurance consultant sufficient to meet this obligation.
 - c. Any other health insurance plans which the Committee may desire to provide for Custodians and/or retired Custodians.
 - d. Custodians will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Law No. 87-370. However, the School Committee will not make payroll deductions for this purpose until facilities are available.

ARTICLE 15
VACATIONS

- A. On July 1, a vacation of two (2) weeks, with pay, shall be given to all full-time, permanent employees in the Westfield Public Schools, provided, however, that an employee shall be deemed eligible for vacation within the meaning of this Article only if the employee has been continually employed with the Westfield Public Schools for at least thirty (30) weeks.
- B. For purposes of determining the amount of vacation time, new employees shall be eligible to receive for the period prior to July 1, employees with more than thirty (30) weeks of full-time, permanent employment shall receive one (1) week vacation and shall accumulate an additional one-half (½) day of vacation credit for each additional full calendar month of service.
- C. Requests for vacation time shall be submitted to the designated authority prior to May 1st of each year. Requests will be returned within fifteen (15) working days of submission or a reasonable time thereafter. Where two (2) or more employees seek the same vacation period, consideration will be given to the most senior employee where operating circumstances permit.

If an employee fails to request a vacation period within the above time limits, the above provisions regarding seniority will not apply.

- D. Such vacation requests shall be granted, at the discretion of the Superintendent or his designee, at such time, in his opinion, will cause the least disruption to the interests of the Westfield Public Schools. Employees shall take vacations during school vacation periods. Employees may be granted one week of vacation time outside of school vacation periods, subject to manning and operational needs. The total number of weeks available in any one year shall not exceed the total number of employees eligible for four or five weeks vacation in that year.
- E. Permanent, full-time employees who, as of June 30 of any year commencing June 30, 1987, have completed service listed below, will be eligible for vacations as follows:

<u>Service as of June 30</u>	<u>Vacation Eligibility After July 1</u>
Five Years	3 Weeks
Ten Years	4 Weeks
Twenty Years	5 Weeks

- F. Each employee who, as of June 30, is not eligible for three (3), four (4), or five (5) weeks of vacation but who during the year following June 30 will have completed five (5), ten (10), or twenty (20) years of continuous service, may receive such vacation prior to the completion of the necessary service subject to the approval of the Superintendent or his designee and under the following conditions:
1. Upon the completion of five (5), ten (10), or twenty (20) years of service, or
 2. At any mutually satisfactory time during the year following June 30 in which the five (5), ten (10), or twenty (20) years of continuous service will have been completed, but if taken prior to the completion of the five (5), ten (10), or twenty (20) years of continuous service, such vacation week will be in a non-pay status. An employee will be compensated after the completion of the five (5), ten (10), or twenty (20) years of continuous service. All financial obligations (BC/BS, insurance, credit union, etc.) will be the responsibility of the employee who has elected this option.
- G. Whenever possible time off for vacation will be granted at a time most convenient to an employee. Ordinarily vacations should not be scheduled while school is in session.
- H. Employees who have left the Westfield Public Schools to go directly into the Armed Services, and have returned directly to the Westfield Public Schools, time spent in the Armed Services shall be considered as time worked. However, such, employees must return on or before July 1 to be eligible for vacation in the current year.
- I. Time lost from industrial accidents will be considered time worked provided the employee has actually worked for the Westfield Public Schools between July 1 and the next July 1.
- J. Vacation time authorized in any given year in accordance with the contract shall be taken during the fiscal year (July 1-June 30) period. The custodian may carryover up to five days into the next year.

ARTICLE 16
MILITARY LEAVE

- A. The Committee shall accord to each employee who applies for re-employment after conclusion of his military service with the United States such re-employment rights as he shall be entitled to under then existing statutes.

B. Military Reserve Duty:

While on required annual two (2) weeks' (10 school days) training duty in the military reserves, employees will be paid their school pay for the two (2) weeks only to the extent it exceeds their military pay, including allowances for those two weeks. An affidavit certifying the military pay, including allowances, -and signed by the proper military official will be presented by the employee to the School Department upon his/her return.

If an employee is required to be absent on military reserve duty for more than ten (10) days time in any one school year, his school pay will cease until he returns to school work. Employees should make every effort to discharge their required military reserve duty during the summer vacation period.

In all cases of required reserve military duty, a request for such leave shall be filed by the employee with the Superintendent a reasonable length of time before the absence. This request must be accompanied by an affidavit from the employee's military commander indicating the dates and duration of the training duty.

ARTICLE 17
TUBERCULOSIS REPORTS AND X-RAYS

Employees will be required to follow the provisions of M.G.L. c.71 S 55B.

ARTICLE 18
PERSONAL INJURY BENEFITS

- A. Whenever an employee is absent from school as a result of personal injury occurring out of and in the course of his employment, he may be paid his regular pay, less the amount he receives under Workmen's Compensation Insurance, for a period of such absence not to exceed one (1) year. The payment of full salary will be made in accordance with the provisions of Chapter 152 of the General Laws, and can only be allowed when there is an offset or charge to vacation or sick leave that may be available to the employee.
- B. The Committee will reimburse Custodians for:
1. Any clothing or other personal property damaged or destroyed in connection with such personal injury occurring in the course of his employment less the amount of any insurance reimbursement; and
 2. The cost of medical, surgical or hospital service (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment;
 3. The Committee reserves the right to have an individual examined by a physician of their choosing at the School's expense.

ARTICLE 19
SICK LEAVE

- A. An employee shall receive sick leave pay for an absence due to illness, injury or quarantine regulation of the Board of Health which makes it impossible or unlawful for him to report for work.
- B. Employees will be entitled to eighteen sick leave days each contract year.
- C. New employees and employees, who on July 1, have used up their sick leave from the prior year will be entitled to one and one-half (1½) days for each month worked in the new school year to a maximum of eighteen (18) days. That is:
1. New employees earn sick leave at the rate of one and one-half (1½) days per month to a maximum of eighteen (18) days.
 2. Thereafter, eighteen (18) days a year will be credited to an employee on July 1st unless they have used up all of their sick leave. If they have used up all their sick leave, then they must earn another initial bank of days at the rate of one and one-half (1½) days per month to a maximum of eighteen (18) days.

- D. Sick leave may be accumulated from year to year without limitation. The Committee reserves the right to have an individual examined by a physician of their choosing at the school's expense, after five (5) days of sick leave absence.
- E. In the event of absence of an employee for illness in excess of five (5) consecutive working days, the employee may be required to submit a certificate of personal illness to the Superintendent of Schools or his agent.
- F. Nothing in this section shall be construed to prevent the Superintendent of Schools from authorizing leaves of absence on school business.
- G. In case of merit, the Committee may allow sick leave beyond the above limits, but its decision in this regard is not subject to the grievance procedure.
- H. In cases of merit, the Committee may allow sick leave beyond the above limits. The following criteria are intended to serve as a just cause standard for testing the reasonableness of School Committee action on a request for additional sick leave days;
 - 1. The Custodian has at least three consecutive years of service in the Westfield Schools.
 - 2. The illness or injury is of long-term duration.
 - 3. The number of additional days granted will not exceed the number of days accumulated at the start of the illness, but in no event will exceed one hundred eighty-two (182) days.
- I. All employees will be required to complete in detail an employee absence reporting form for each absence due to illness.

Employee absence reporting forms will be submitted to Custodians within fifteen (15) working days of termination of absence for completion and if submitted within fifteen (15) working days returned within five (5) working days for processing.

- J. Effective July 1, 2008 each employee, who is actively working and who does not use any sick leave during the period July 1 through September 30, shall receive four hours personal time to be used during the ensuing three (3) month period (October 1 through December 31).

Each employee, who is actively working and who does not use any sick leave during the period October 1 through December 31, shall receive four hours personal time to be used during the ensuing three (3) month period (January 1 through March 31).

Each employee, who is actively working and who does not use any sick leave during the period January 1 through March 31, shall receive four hours personal time to be used during the ensuing three (3) month period (April 1 through June 30).

Each employee, who is actively working and who does not use any sick leave during the period April 1 through June 30, shall receive four hours personal time to be used during the ensuing six month period (July 1 through September 30).

Scheduling of personal days is subject to the approval of the employee's supervisor.

- K. An employee shall be granted up to five (5) total working days per year, subject to approval of the Superintendent in the event of serious illness requiring bedside or household attention by the employee's spouse, child, stepchild or parent. Of those five days, an employee may be granted up to three (3) working days off at the discretion of the Superintendent in the event of the serious illness requiring bedside or household attention of other members of the employee's family or persons who are as close as family. If the bargaining unit has exhausted this benefit, an employee may request up to five additional days from their individual sick leave accrual, subject to the approval of the Superintendent. With respect to the provisions of this article, the approval of the Superintendent shall not be unreasonably withheld, but appropriate medical documentation may be required to corroborate the serious medical condition of the individual receiving care. Any employee who takes time off pursuant to this article and fails to meet the requirements of providing said appropriate documentation within five working days after being notified that the documentation is required shall have pay, equivalent to the amount of hours off work, deducted from his or her next paycheck.

ARTICLE 20 DEATH IN THE IMMEDIATE FAMILY

An employee shall be allowed five (5) working days off in the event of death of a spouse, parent, child or stepchild. An employee shall be granted up to three (3) working days off in the event of death of other members of the employee's family or persons who are as close as family.

ARTICLE 21
PAYROLL DEDUCTION OF DUES

- A. The Committee agrees, once a month, to deduct from the salary due each employee, who authorized such deduction by a written authorization to be delivered to the Superintendent of Schools by the Association, the monthly Association dues for the current month and to transmit the amount so deducted to the Financial Secretary of the Association. The Association agrees to certify to the Superintendent the name of the Financial Secretary, and the Superintendent will be justified in making payments to the person thus certified until he receives a written notice from the Association to the contrary, in which case he shall make remittance to his successor as certified by the Association.
- B. Any Custodian desiring to have the Superintendent discontinue deductions he has previously authorized must notify the Superintendent and the Association in writing and upon such notification, no further deductions will be made for the remainder of the contract year, or until a new authorization card is signed, whichever is later.
- C. The Union agrees to and does hereby indemnify, defend and hold harmless the School Committee from and against any and all claims, demands, liabilities, suits or any other form of action arising from or relating to any action taken by the School Committee in reliance upon information furnished by the Union to the School Committee for the purpose of complying with any of the provisions of this Article.
- D. Any member not wishing to belong to the Association, but who benefits by the contract that the Association negotiates, shall pay an agency's fee to the Association. This fee shall be proportionately commensurate with the cost to the Association of collective bargaining and contract administration.

ARTICLE 22
LEAVES OF ABSENCE

Leave to attend Union Conventions:

An employee may be granted a leave of absence with pay and without loss of vacation pay while attending a convention of this Union as an officer, delegate, or alternate delegate. The above leave of absence may be granted in the discretion of the Superintendent of Schools or his agent. All requests must be submitted in writing to the Supervisor of maintenance two weeks in advance of the scheduled meeting.

Leave to attend Veterans' Conventions:

An employee may be granted a leave of absence with pay and without loss of vacation leave, while attending a state or national convention of a veterans' organization chartered by the Congress of the United States if he is a delegate or an alternate. The above leave of absence may be granted in the discretion of the Superintendent of Schools or his agent.

Absence from duty - Association Business:

Association officers or designated employees shall be granted necessary time to conduct Association business during working hours. It shall not be subtracted from sick leave, or vacation time. The employer shall be notified in advance as to when these absences shall take place.

Personal Leave:

Two days leave of absence for religious, personal, legal, business - household or family matters which require absence during school hours with prior approval of the Superintendent of Schools, may be granted. This does not preclude the Superintendent from granting additional days should circumstances warrant. A personal day under this section will not normally be considered the day before or after a holiday or vacation.

An employee who is going to use an earned "attendance" day will notify his/her supervisor in writing. Whenever possible, these attendance days will be granted at a time that is most convenient to the employee subject to operational and staffing needs. When two (2) or more employees in the same building seek the same day off, consideration will be given to the most senior employee.

Any personal day not used in a given school year will be transferred to the individual member's sick leave accruals.

Leaves of Absence:

The Superintendent may grant an employee employed for one year or more, a leave of absence, without pay, for a period not to exceed 12 months for good cause, upon written request therefor, made at least 30 working days prior to the requested commencement of the leave of absence, stating the reason for the period of time requested for such leave.

If the Superintendent grants such leave of absence relying on the reason given, it shall give written approval thereof, setting forth the conditions governing said leave of absence. An employee shall not be entitled to contractual benefits during said leave of absence. The computation of seniority for a returning employee shall be computed in accordance with Civil Service, M.G.L. Chapter 31.

All benefits, including accumulated sick leave, will be restored to the employee upon return from leave. If the employee, in accordance with c. 31 § 33, retains his/her seniority during

said leave, the employee will be assigned to the same position which he/she held at the time his/her leave commenced, if available, or if not, to a substantially equivalent position. The position shall be defined as “available” if that position has not been abolished or substantially modified by the Superintendent. If the employee’s seniority is affected by such leave, he/she shall return to any vacant position in the unit or shall be placed in accordance with his/her position on the seniority list.

Maternity Leave:

Every female employee is entitled as a matter of law (see M.G.L. Chapter 149, Section 105D as amended) to maternity leave for a period of eight (8) weeks, if she complies with the following conditions:

- A. She has been employed by the Westfield Public Schools for six (6) consecutive months; and
- B. She gives two (2) weeks notice of her expected departure date and her intention to return.

She will be able to return to the same or a similar position, without loss of employment benefits, for which she was eligible on the date her leave commenced, provided that nothing has occurred during her leave, which would have otherwise terminated her employment with the Westfield Public Schools under existing law, rule or regulation. An employee shall not accrue any benefits for any period of unpaid leave.

Accrued sick leave may be used during maternity leave purposes for any medically certified period of disability.

Family Medical Leave Act:

Section 1. Employees who have worked for the Westfield Public Schools for at least twelve (12) months and who have worked at least one thousand two hundred fifty (1,250) hours during the year preceding the start of the leave shall be eligible for leave in accordance with the Family Medical Leave Act of 1993. The twelve (12) month period for leave under this Article shall be from July 1 through June 30 of each year. Any leave granted under any other provision shall count towards the one (1) year period provided herein. Eligible Employees may take up to twelve (12) weeks of leave in a fiscal year for the following purposes:

- A. for the birth of the Employee's child [within twelve (12) months of the birth];
- B. to care for the Employee's newborn child [within twelve (12) months of the birth];
- C. to place a child with the Employee for adoption or foster care [within twelve (12) months from adoption or placement];
- D. to care for the Employee's spouse, the Employee's parent or the Employee's child who is under eighteen (18) years of age or eighteen (18) years of age or older and is incapable of self care because of a mental or physical disability, provided said spouse, parent or child has a serious health condition;
- E. for a serious health condition which renders the Employee unable to perform the essential duties of his/her job.

Nothing in the section is intended to limit or reduce employee rights provided under the General Laws of Massachusetts or other provisions of this agreement.

Section 2. Leave under the first three (3) reasons (A, B or C) shall be taken on a full-time, consecutive basis. Leave under the last two (2) reasons cited above (D or E) may apply for leave on an intermittent or reduced leave schedule provided the Employee submits a written request for intermittent leave or leave on a reduced leave schedule with supporting documentation on the approved leave and medical certification forms indicating that such leave is medically necessary.

Section 3. Employees desiring to use leave under this Article shall submit a written request for leave with supporting medical documentation on the approved leave and medical certification forms to the School Department as far in advance as possible and no less than thirty (30) days before the commencement of the requested leave whenever the need for such leave is foreseeable. If the need for such leave is not foreseeable at least thirty (30) days before the scheduled leave, the Employee shall notify the School Department and submit his/her written leave request with supporting documentation on the approved forms as soon as possible upon learning of the need for the leave.

Section 4. Employees must first use any earned time off with pay (e.g., sick time when applicable, vacation time, personal time or other accrued time off) upon commencement of the leave. After the expiration of all applicable earned time if any, the remainder of the leave shall be without pay. The School Department shall continue to pay its contribution towards the Employee's group health insurance premium provided the Employee makes timely payments of his/her share of the premium. Such obligation to continue paying the Employer's portion of the group health insurance premium shall terminate if the Employee fails to make timely payments of his/her share of the premium or the Employee indicates that he/she will not return to work for the Westfield Public Schools, or the Employee is terminated for staying out after the expiration of the approved leave period or such termination is otherwise proper under the Family Medical Leave Act of 1993.

Section 5. Employees shall be entitled to whatever benefits they had earned as of the date of the leave (and not exhausted thereafter), but Employees shall not accrue vacation time, sick time, personal time or other benefits (except seniority) while out on leave.

Section 6. Failure to return to work at the end of an approved period of leave shall constitute a voluntary quit by the Employee.

ARTICLE 23 GRIEVANCE PROCEDURE

SECTION ONE:

The purpose of this Article is to provide an orderly method for the settlement of a dispute between the Parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Agreement and must be presented within twenty-one (21) working days after the alleged violation arises or knowledge thereof and be processed in accordance with the following steps, time limits and conditions here set forth.

The parties agree that step one of the process will be informal step with the building principal, which will require a face to face meeting between the employee, Association representative (if requested) and Building principal/immediate supervisor. Should a resolution not be forthcoming, within five (5) working days after meeting, the grievance may be moved to step two of the process.

Informal: The employee shall first take up his grievance with his immediate superior, and the Association Representative shall be given an opportunity to be present at a time to be fixed by the immediate superior.

Level One: If the grievance is not settled, it shall, within three (3) working days, thereafter, be set forth in writing, signed by the Employee and given to the immediate superior, who shall, within five (5) working days after receipt thereof, meet with the employee and Association Representative. The immediate supervisor and the Associate representative shall sign the written grievance form when it is presented to the immediate supervisor and the

Association Representative shall be provided a copy of the signed written grievance. The immediate supervisor shall respond in writing within five (5) working days after the meeting.

Level Two: If the grievance is not settled in Level One, the Association and aggrieved employee may appeal it by giving a written notice of such appeal within five (5) working days after receipt of the immediate superior's written answer, to the Superintendent of Schools, who shall discuss it with an Association Representative and the aggrieved employee within a reasonable time. The Superintendent of Schools, or his designated representative, shall give his written answer to the grievance within five (5) working days after the close of the discussion.

Level Three: If the grievance is not settled in Level Two, the Association may appeal it by giving a written notice of such appeal, within seven (7) working days after such receipt of the answer to the Superintendent of schools or his designated representative, to the School Committee, who shall discuss it with the Association Representative and aggrieved employee at a time to be fixed by the School Committee.

The School Committee shall give their written answer to the grievance within fourteen (14) working days after the close of the discussion, but in no event more than thirty (30) days. If more than thirty (30) days elapse, the grievance will be automatically moved to the next step.

SECTION TWO:

- A. The Parties agree to follow each of the foregoing steps in the processing of the grievances; and if at any step, the School Committee's representative fails to give his written answer within the time therein set forth, the Association may appeal the grievance to the next step at the expiration of such time limit.
- B. If the School Committee claims that the Association has violated any provision of this AGREEMENT, in writing; and if the Parties fail to settle it, the School Committee may appeal it to arbitration, in accordance with the arbitration clause hereinafter set forth.
- C. An employee may elect only one (1) forum for the processing of a grievance. That is, employees may elect an administrative forum, as provided by law, or the grievance arbitration forum of the agreement or statutory arbitration in cases of dismissal pursuant to G.L. c. 71, § 42D and suspension pursuant to G.L. c. 71, § 42D. Once a proceeding is started through an alternate forum, the grievance arbitration forum of this agreement shall not be available.
- D. Any grievance or dispute not filed or processed by the employee and the Association within the number of days set forth in Article 23 or 24 shall be considered as waived unless the time or period for filing or processing same has been extended or waived by mutual agreement of the parties in writing.
- E. An employee with a grievance shall be provided with a union steward upon request for the purposes of investigation and representation.

- F. An employee shall have the right to have a union steward present when the employee is being questioned concerning the employee's work performance, alleged violation of work rules, or at any time the employee reasonably believes that the interview may result in disciplinary action.
- G. The School Committee and administration will cooperate with the Association in its investigation of any grievance and will furnish the Association with any information reasonably required for the investigation and processing of any grievance.

ARTICLE 24
ARBITRATION

1. If the Association is not satisfied with the disposition of the Grievance at Level Three or if the time limit designated at level Three has elapsed without the committee's written answer, the Association may submit the grievance to final and binding arbitration by filing a written demand with the American Arbitration Association. If the demand for arbitration is not filed within thirty (30) days of the Committee's written answer or the expiration of the Committee's Level Three time limit to answer, the grievance will be deemed withdrawn.
2. The arbitrator has no authority to amend, delete, or add to the terms of this Agreement, but his authority is limited to construing and interpreting the rights of the parties under the terms of the Agreement.
3. The expenses, if any, of such arbitrator shall be shared equally by the Committee and the Association.

4. The authority of the Arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The Arbitrator shall be bound by the provisions of this Agreement and he shall not have any authority to establish salaries or wage rates or any other form of compensation or to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement or to establish or change any terms or conditions of employment. The Arbitrator shall have no jurisdiction to infringe upon or to limit the managerial functions, rights and responsibilities of the School Committee. The Arbitrator may not award back pay or any other form of compensation beginning earlier than twenty-one working days prior to the filing of the written grievance. The Arbitrator shall not be empowered and shall have no jurisdiction to substitute his judgment or discretion for the judgment or discretion of the Committee in any case where the judgment or discretion is retained by or given to the Committee under a provision of this Agreement or under a provision of law. Subject to the provisions of this Article, the Arbitrator shall have the authority to reinstate employee with or without full back pay and/or restoration of lost privileges.
5. The award shall be final and binding on the School Committee, the Association and the Grievant.

ARTICLE 25
SEVERANCE PAY

- A. A Custodian upon retirement or his estate upon his death will be paid for accumulated unused sick leave days up to a maximum of sixty-five (65) days. In lieu of the above, if the custodian upon retirement or upon death has one hundred and eighty (180) days of unused accumulated sick leave, he or his estate shall be paid for one hundred (100) days.
- B. Should a Custodian contemplate retirement, he shall specify to the Superintendent his intent, at least one year prior to his retirement. He may, in lieu of the above, receive a salary adjustment for the last year before his retirement which will be determined by his annual salary at the time the School Committee officially accepts his request. Should an employee not give adequate notice in advance of the budget process, his request for severance pay will be deferred until the subsequent budget year.

ARTICLE 26
NO STRIKE CLAUSE

No employee or the Union shall engage in a strike, and no employee or the Union shall induce, encourage or condone any strike, work stoppage, slowdown, or withholding of service by any employees.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons) (or other employers or association) who are not signatory parties to this Agreement.

ARTICLE 27
SAVINGS CLAUSE

If any provision of this Agreement is contrary to any state or federal law then that law shall apply, and no other provision of this Agreement will be deemed invalid or affected.

ARTICLE 28
INDEMNIFICATION

If criminal or civil proceedings are brought against a Custodian, the matter will be handled in accordance with the provisions of M.G.L. Chapter 258.

ARTICLE 29
CLOTHING ALLOWANCE

The Employer will issue a check for the sum of two hundred and sixty dollars (\$260) effective July 1, 2005 and the School department will issue foul weather gear to the bargaining unit employees. If any bargaining unit in the City having same or similar custodial positions, reaches agreement on a clothing allowance in excess of \$260 dollars, the parties agree to reopen the contract and discuss the issue. During the month of October, the clothing allowance will be used for the purchase of suitable work clothing: work shirts, work pants, shorts and a pair of work shoes. In addition, the clothing allowance may be used for such items as pre-approved personal safety equipment and other job-related clothing. Each employee making such purchase shall provide the Employer with a receipt from the store or stores from which suitable work clothing and work shoes were purchased within ninety (90) days of the issuance of said check. If the employee attempts to purchase work clothing at a store which has a back order, he may present the Employer with a written statement by that store that the clothing is on order. If a receipt or backorder statement is not received by the Employer within ninety (90) days of the issuance of said check, the Employer will notify the employee that the amount of the check will be deducted from the employee's paycheck within ninety (90) days of said notice.

Any employee not expending the amount of the check within ninety (90) days of its issuance will have the excess deducted from his paycheck. The receipt presented to the Employer shall contain the name of the store(s) at which the purchase(s) were made, the date of purchase, the item(s) purchased, the monetary amount of the purchase(s) and the name and signature of the store's sales clerk.

For the purpose of this Article, suitable work clothing shall consist of a light blue button down shirt with collar, short sleeve or long sleeve; navy blue trousers or shorts which are not of the denim or jean material; and, a sturdy pair of work shoes, which shall not be of the sneaker type. Standardized work wear will be established through the Superintendent or designee working in conjunction with the Association with the changes to be effective upon agreement between the parties.

An employee's failure to wear the above specified work clothing and shoes at all times, unless excused in writing by the Supervisor of Custodians, shall subject the employee to disciplinary action.

ARTICLE 30 ZIPPER

The Parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to re-open negotiations on any subject matter covered by this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement, even though the subjects or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement. However, this will not preclude the parties from mutually agreeing to amend this Agreement any time.

ARTICLE 31
REDUCTION IN FORCE

- A. In the event that a reduction in force becomes necessary, it shall be determined solely by seniority within classification who is to be laid off, seniority being defined in accordance with Civil Service Regulations (M.G.L. Chapter 31), and in the event of a tie in seniority, seniority shall be defined as length of service as a permanently appointed employee, then civil service mark, and then, length of service as provisionally appointed employee.
- B. When the next vacancy occurs, said employee shall have the right to return to work if he/she so chooses, with no loss of seniority or benefits for previous time worked, in accordance with the provisions of M.G.L. Chapter 31.
- C. All of the provisions of this clause must be in conformity with the M.G.L. Chapter 31 or M.G.L. Chapter 31 will prevail.
- D. If a permanent position is eliminated by a reduction in force, then any and all open jobs in this classification or lower will go up for bid. This includes all provisional and thirty (30) day jobs that are available.

ARTICLE 32
EMERGENCY CLOSINGS

- A. Mayor is to determine and call an emergency closing.
- B. In said circumstances, a delayed opening will normally occur wherein if bargaining unit members are called in to “open up” and “clear out” the schools, they will be paid for a full day’s work even though they may not be in for the full day due to a delayed opening, so long as they report within a reasonable time after notice to report.

ARTICLE 33
VOIDABLE WAIVER

The failure of the School Committee or the local Association to insist, on any one or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of any such term or condition, and the obligations of the Association or the School Committee shall continue in full force and effect.

ARTICLE 34
EVALUATION PROCEDURE

Effective July 1, 1994, each employee will be evaluated at least once annually by the Building Principal in consultation with the Supervisor of the Maintenance and Senior in the building, if applicable, prior to March 31st. In addition, each employee shall receive at least one (1) evaluation during their probationary period. During this transition period of evaluators, the parties agree to use the same instrument and criteria through June 30, 1996. If a Custodian is rated poor in any area, reasons shall be provided, in writing.

Each evaluation will include a follow-up conference between the employee and Building Principal. If the employee agrees with the evaluation, the evaluation shall be signed and placed in his/her file. After conference, should an employee disagree with the evaluation, he or she shall file a written response stating the areas in which they allege they were improperly evaluated to the Director of Human Resources of the Westfield School Department. Within twenty (20) work days of receiving such a request, the Director of Human Resources shall schedule a meeting with that Custodian's Principal, the Director of Maintenance and the Building Senior Custodian. Within ten (10) working days of that meeting, the Director of Human Resources may either order a reevaluation by the principal or other evaluator designated by the Director of Human Resources, order other remedial actions or find the evaluation satisfactory. An employee who is still aggrieved by their evaluation may, within the time periods provided in Articles 23 and 24, file a grievance at step 1 of the grievance procedure contained in those articles. Appeals to arbitration shall be on the question of whether there is just cause for the evaluation's results.

ARTICLE 35
DURATION

This AGREEMENT shall be effective July 1, 2007, and shall remain in full force and effect up to and including June 30, 2010. The Associate may request to reopen negotiations by written notification no later than April 1, 2010. If no written notification is given by April 1, 2010, this Agreement remains in full force and effect for one (1) year periods and may be reopened for negotiation by written notification given by April 1 of the year in which renegotiation is desired. The parties agree to reconvene in September 2008 to discuss operational issues related to Articles 5, 8 and 15.

ARTICLE 36
SALARY SCHEDULE

2007-2008 2% increase effective July 1, 2007 for all employees on Step 5 or higher and an additional 1% at Step 5 or higher at the midpoint of the contract year (mid-year).

2008-2009 – 2% increase effective July 1, 2008 with 1% increase at mid-point contract year (mid-year).

2009-2010 – 3% increase effective July 1, 2009.

SENIOR CUSTODIAN

Effective:	July 1, 2007	Dec. 31, 2007	July 1, 2008	Dec. 29, 2008	July 1, 2009
1 st Year	34,201	34,201	34,891	35,245	36,310
2 nd Year	34,640	34,640	35,329	35,684	36,749
3 rd Year	35,099	35,099	35,809	36,164	37,250
4 th Year	35,538	35,528	36,248	36,603	37,709
5 th Year	36,686	37,062	37,814	38,190	39,338
After 10 th Year	37,981	38,357	39,129	39,525	40,737
After 15 th Year	38,879	39,275	40,069	40,465	41,677
After 20 th Year	39,714	40,111	40,904	41,322	42,553
After 25 th Year	40,612	41,008	41,823	42,240	43,514
After 30 th Year	41,489	41,906	42,741	43,159	44,454

SENIOR CUSTODIAN
HOURLY RATE

Effective:	July 1, 2007	Dec. 31, 2007	July 1, 2008	Dec. 29, 2008	July 1, 2009
1 st Year	16.38	16.38	16.71	16.88	17.39
2 nd Year	16.59	16.59	16.92	17.09	17.60
3 rd Year	16.81	16.81	17.15	17.32	17.84
4 th Year	17.02	17.02	17.36	17.53	18.06
5 th Year	17.57	17.75	18.11	18.29	18.84
After 10 th Year	18.19	18.37	18.74	18.93	19.50
After 15 th Year	18.62	18.81	19.19	19.38	19.96
After 20 th Year	19.02	19.21	19.59	19.79	20.38
After 25 th Year	19.45	19.64	20.03	20.23	20.84
After 30 th Year	19.87	20.07	20.47	20.67	21.29

BUILDING CUSTODIAN

Effective:	July 1, 2007	Dec. 31, 2007	July 1, 2008	Dec. 29, 2008	July 1, 2009
1 st Year	29,316	29,316	29,900	30,193	31,090
2 nd Year	30,193	30,193	30,798	31,111	32,051
3 rd Year	31,090	31,090	31,717	32,030	32,990
4 th Year	32,844	32,844	33,492	33,826	34,849
5 th Year	34,410	34,744	35,433	35,788	36,853
After 10 th Year	35,809	36,164	36,895	37,271	38,398
After 15 th Year	36,665	37,041	37,772	38,148	39,296
After 20 th Year	37,542	37,918	38,670	39,067	40,236
After 25 th Year	38,419	38,795	39,568	39,964	41,154
After 30 th Year	39,296	39,693	40,468	40,883	42,115

BUILDING CUSTODIAN HOURLY

Effective:	July 1, 2007	Dec. 31, 2007	July 1, 2008	Dec. 29, 2008	July 1, 2009
1 st Year	14.04	14.04	14.32	14.46	14.89
2 nd Year	14.46	14.46	14.75	14.90	15.35
3 rd Year	14.89	14.89	15.19	15.34	15.80
4 th Year	15.73	15.73	16.04	16.20	16.69
5 th Year	16.48	16.64	16.97	17.14	17.65
After 10 th Year	17.15	17.32	17.67	17.85	18.39
After 15 th Year	17.56	17.74	18.09	18.27	18.82
After 20 th Year	17.98	18.16	18.52	18.71	19.27
After 25 th Year	18.40	18.58	18.95	19.14	19.71
After 30 th Year	18.82	19.01	19.39	19.58	20.17

ARTICLE 37 MISCELLANEOUS

1. Any Custodian who is hired to less than a full time position or whose assignment is diminished to less than full time will be compensated on a pro rata basis for the time actually worked. Responsible effort will be made to consolidate hours which result in full time positions for members of bargaining unit.
2. The following positions will receive a stipend of \$2,000 in addition to their regular salary: Carpenter, Landscaper and Storekeeper.

3. Senior Custodian will receive additional pay in the amount of \$150 for each Custodian or Matron under his/her direction.
4. Longevity Pay - Custodians who as of July 1st of each year have completed the following number of complete years of service in the Westfield Schools will receive the following additional compensation:
 - 15 - 19 years \$900
 - 20 - 24 years \$1250
 - 25 - 29 years \$2000
 - 30 or more years \$2700
5. Two (2) in-service training sessions will be scheduled per year, at the discretion of the Director of Maintenance.
6. A Building Custodian who performs the work of a Senior Building Custodian who is absent for fifteen (15) consecutive working days shall be compensated as a Senior Custodian from the sixteenth day forward, retroactive to the first day assuming duties. This provision shall be applicable to absences due to vacation periods.

ARTICLE 38
LIGHT DUTY

In the event that an employee is disabled, as a result of a work or non-work related injury, from performing his/her normal duties, the employee may be required to perform such light duty work, within the employee's medical limitations, as directed by the Employer. Light duty work, when available, is provided on a temporary basis to facilitate the employee's return to his/her regular duties. Generally, light duty will consist of a normal work day with attention given to reduced workload due to the nature of the injury. Light duty will normally be provided for up to sixty (60) calendar days after which time the employee will be reevaluated by his/her physician to determine whether he/she can return to regular duties or go back out of work. Where medical documentation supports an extension, the Superintendent may grant an extension of light duty for up to fourteen (14) days. The Employer reserves its rights to terminate employees who cannot return to regular duty within a reasonable period of time subject to the employees' preferential right of rehire pursuant to G.L. Chapter 152, Section 75A.

The Employer, in determining whether such light duty work may be provided to the employees, shall consider the need for an availability of work within the employee's medical limitations, the cost to the Employer, the impact on other employees, any contractual restrictions, the employee's disability and the resulting undue hardship to the Employer as a result of providing said light duty work, among other relevant factors based on the particular facts and circumstances of each case.

Employees with disabilities are invited to submit a written request for potential accommodation of their condition to the Employer.

Other employees will not be severely impacted as a result-of the reduced workload assigned to an employee on light duty. Attempts will be made to compensate for limitations of the employee on light duty by reassigning specific job duties so as not to overly burden other employees. In the event an employee, in the opinion of the Director of Human Resources, is capable of performing light duty work but cannot perform a substantial part of his or her duties, then the custodian assigned to perform the duties of the employee on light duty shall receive a minimum of two (2) hours overtime for performing such extra duties and the distribution of such overtime work shall be equitable, voluntary and be assigned on a rotating basis.

ARTICLE 39 FOUR DAY SCHEDULE

The Parties agree to allow Building Custodians to work a weekly schedule of four (4) ten (10) hour days rather-than a regular schedule of five (5) eight (8) hour days under the terms outlined below.

The Custodians agree that, for those Custodians who elect to participate and are approved by the Supervisor of Maintenance, the following provisions apply:

1. The work week shall consist of four (4) ten (10) hour days at a straight time basis.
2. The employee must request either a Monday-Thursday or Tuesday-Friday schedule and maintain that daily schedule for the entire period unless deviation is approved by the Supervisor of Maintenance.
3. Coverage of the building must be maintained for five (5) days per week in instances where due to vacation schedules, a building would otherwise be unmanned during one (1) day in a given week, a remaining Custodian will revert to a five (5) day eight (8) hour schedule for that vacation period.
4. Paid holidays and sick leave will be calculated on an eight (8) hour day. The Custodian will be required to make up additional hours to constitute a forty (40) hour week during any week where absence due to illness or a holiday occurs on a straight time basis.

5. Requests to participate in this pilot shall be received in writing by the Supervisor of Maintenance no later than June.

Any contrary or conflicting provisions of the collective bargaining agreement [e.g., overtime after eight (8) hours in a day] will be superseded by this Agreement for the duration of this Agreement.

ARTICLE 40
AUTOMOBILE VANDALISM

The Committee will, upon receipt of a documented claim and evidence of an insurance company payment, contribute a maximum of three hundred dollars (\$300) to offset the deductible costs incurred by the custodian of vandalism to the custodian's personal vehicle. The documentation must establish the vandalism act occurred while the custodian was on the job and executing the assigned duties of his/her job.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals this _____ day of _____, 2009.

WESTFIELD SCHOOL COMMITTEE

BY: _____
Chairman

WESTFIELD PUBLIC SCHOOL CUSTODIANS
ASSOCIATION

BY: _____
President

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