

AGREEMENT BETWEEN

THE WESTPORT BOARD OF  
EDUCATION

AND

THE WESTPORT ASSOCIATION OF  
EDUCATIONAL SECRETARIES,  
UNITED PUBLIC SERVICE  
EMPLOYEES UNION

July 1, 2020- June 30, 2023

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This agreement is made and entered into by and between the Westport Board of Education (hereinafter referred to as the "Board") and the Westport Association of Educational Secretaries, United Public Service Employees Union (hereinafter referred to as the "Union" or "WAES").

ARTICLE I  
RECOGNITION

A. 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 fulltime on a regular basis (more than twenty hours per week) in clerical or secretarial work in the public school system of the Town of Westport, excepting the secretary to the Superintendent, the secretary to the Assistant Superintendent for Curriculum, the secretary to the Assistant Superintendent/Director of Human Resources and General Administration, the secretary to the Chief Financial Officer, for the purposes of, and with all rights and privileges as provided by, Public Act No. 159 of the 1965 General Assembly, in accordance with the recognition agreement executed between the Board and the Union on October 3, 1966.

ARTICLE II  
SALARY SCHEDULE

A. The salary ranges for each classification in the bargaining unit are attached hereto as Appendix A. All wages shall be paid as hourly rates, on an hourly basis. Each employee shall be paid every two (2) weeks by direct deposit.

B. Overtime. Payment for overtime work shall be made in accordance with the following provisions:

1. Straight Hours: All hours worked in excess of thirty-five (35) but less than forty-one (41) hours in any one (1) week shall be paid for at the regular hourly rate of pay. A "week" for purposes of this Agreement shall commence on Sunday and end on Saturday.

2. Excess Hours: All hours worked in excess of forty (40) hours in a week shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.
3. Work on Saturdays: Work performed on Saturday shall be paid at the rate of two times (2x) the employee's regular hourly rate of pay.
4. Sunday Work: Work performed on Sunday shall be paid for at the rate of two times (2x) the employee's regular hourly rate of pay.
5. Authorization of Overtime: All overtime set forth in subparagraphs 1, 2, 3 and 4 above shall be approved in advance by the employee's immediate supervisor.
6. Compensatory Time. Any employee, in his or her discretion may be granted compensatory time off in lieu of payment for overtime worked. Such compensatory time shall be calculated and granted in the same manner as overtime pay, must be approved in advance by the employee's immediate supervisor, and must be taken during the same pay period that the additional hours were worked.

### ARTICLE III INSURANCE

#### A. Medical Insurance.

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 \$2000 for individuals and \$4000 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.

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 July 1, 2020, the Board shall pay for all full-time Employees seventy-nine percent (79%) of the premium cost, and the Employee shall pay twenty-one percent (21%) of such cost. Effective July 1, 2021, the Board shall pay for all full-time Employees seventy-eight and one half percent (78.5%) of the premium cost, and the Employee shall pay twenty-one and one half percent (21.5%) of such cost. Effective July 1, 2022, the Board shall pay for all full-time Employees seventy-eight percent (78%) of the premium cost, and the Employee shall pay twenty-two percent (22%) of such cost. Premium contribution rates will be based upon the cost of coverage elected by the secretary, 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 this the HDHP shall be provided through a prescription benefits manager (PBM), designated by the Board through a formulary established by the Board. For the HDHP, co-payments under the formulary plan will apply after the deductible is met up to an additional out-of-pocket maximum of \$1000 (individual)/\$2000 (family). 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.

The Board may reopen negotiations over the provisions of this Article in accordance with Conn. Gen. Stat. Section 7-473c(b) if the cost of the medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, *inter alia*, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Such reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

B. Life Insurance. The Board shall provide and pay group life insurance policy in an amount equal to one and one-half times the annual salary for each regular full-time employee.

C. Disability Insurance. Each employee who is eligible under the Town of Westport Pension Plan is entitled to elect to participate in long-term disability benefits offered by the Town of Westport through such Plan. Such plan shall be funded by each participating employee through payroll deduction.

D. Pension Plan. The parties agree that the document entitled "Retirement Plan for the Town of Westport" dated July 1, 1966, as amended as of the date of the execution of this agreement, and including all subsequent amendments, shall be provided to members of the bargaining unit pursuant to the rules of the plan. 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 Union will be elected each year to represent the Union on the pension board. Deductions for pension contributions shall commence with the first paycheck, provided, however, that such deductions shall be refunded if employment is terminated during the probationary period.

E. Voluntary Waiver of Health Insurance Coverage.

1. Any bargaining unit member employed prior to July 1, 2012 may elect on a completely voluntary basis to waive Board-provided health insurance coverage. Bargaining unit members electing to do so shall sign a voluntary waiver of coverage form prior to the beginning of any contract year. Bargaining unit members hired during a contract year shall be eligible for this benefit on a prorated basis. Any bargaining unit member hired on or after July 1, 2012 shall not be eligible for the provisions of this section (voluntary waiver of health insurance coverage).

2. In consideration of such voluntary waiver of insurance coverage, the Board will pay a total of two thousand dollars (\$2,000.00) per year to each such bargaining unit member in semiannual installments each year that the waiver is in force.

3. Any bargaining unit member who, because of changed circumstances, wishes to revoke his or her insurance waiver may do so by notifying the Superintendent of Schools in writing. Upon receipt of such notification, the Superintendent or his or her designee will contact the applicable insurance carriers and request reinstatement of the bargaining unit member under Board-provided health insurance coverage.

4. Insurance coverage waivers are subject to any limitations or restrictions which may be imposed by the applicable insurance carriers. Bargaining unit members who waive coverage and subsequently apply for reinstatement shall be subject to all reinstatement provisions imposed by the applicable insurance carriers including any waiting period or periods. The terms of this waiver provision must also be acceptable to the underlying carriers.

F. Insurance Carriers.

The Board will provide the medical, dental and/or prescription drug benefits as set forth in this agreement through a properly licensed insurance company in the state of Connecticut, or through an alternative self-insured arrangement. If benefits are self-insured by the Board, employees shall have all claims adjudicated in conformance with applicable confidentiality standards, along with the same internal rights of appeal extended by the service provider as if the benefits were insured. In no event shall the coverages and benefits provided through an alternative insurance carrier, managed care vendor, either self-insured or self-administered be less than the benefits and coverages currently provided. The plan or benefits shall be amended as deemed necessary to conform with state insurance law. The administration of the plan of benefits shall be in accordance with the standard practices of the insurance carrier or vendor. The size and scope of a preferred provider network of physicians, hospitals, dentists, optometrists, etc. shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. It is agreed that an alternative insurance carrier or managed care vendor can be selected by the Board provided that the new insurance carrier or managed care vendor network satisfied industry standard of accessibility. The Board retains the sole and exclusive right to select and/or change insurance carriers or managed care vendors. The Board shall review all proposed changes with the Union prior to implementation, and if there is a disagreement on the level of benefits, coverages or services provided with the proposed insurance carrier and/or managed care provider, the Union may submit this issue to binding arbitration.

All benefits described in this section of the agreement will be effective on the first day of the month following the employees date of hire. Benefits shall terminate as of the last day of the calendar month the individual is employed as a full time employee of this bargaining group.

G. The Board shall make available a flexible spending account as permitted in accordance with federal regulations.

H. Subject to the conditions set forth below, effective September 1, 2018, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits in lieu of the medical benefits described in Section A of this Article III. Dental benefits shall continue (with the employee premium cost sharing rates set forth in Section A of this Article III) as currently provided herein. The medical benefits shall be as set forth in the SPP effective on September 1, 2018, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. The premium rates shall be set by the SPP.
- b. Effective September 1, 2018, the Board shall pay for all full-time employees eighty-two and one half percent (82.5%) of the premium cost, and the employee shall pay seventeen and one half percent (17.5%) of such cost. Effective January 1, 2021, the Board shall pay for all full-time Employees eighty-two percent (82%) of the premium cost, and the Employee shall pay eighteen percent (18%) of such cost. Effective July 1, 2021, the Board shall pay for all full-time Employees eighty-one and one half percent (81.5%) of the premium cost, and the Employee shall pay eighteen and one-half percent (18.5%) of such cost. Effective July 1, 2022, the Board shall pay for all full-time Employees eighty-one percent (81%) of the premium cost, and the Employee shall pay nineteen percent (19%) of such cost.
- c. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- d. In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b)(1) as to the sole issue of medical benefits, including plan design and plan funding, premium cost share, and/or introduction of a replacement medical benefits plan in whole or in part.
  - i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical benefits offered herein. Reopener negotiations shall be limited to medical plan design and funding, premium cost share, and/or introduction of an additional optional medical benefits plan; and/or
  - ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would



substantially increase the cost of the medical benefits offered herein. Reopener negotiations shall be limited to medical plan design and funding, premium cost share, and/or introduction of an additional optional medical benefits plan; and/or

iii) If the cost of medical benefits plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share, and/or introduction of an additional optional medical benefits plan; and/or

iv) If the Board reaches agreement with another bargaining unit or units to introduce a replacement medical benefits plan in whole or in part. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share, and/or introduction of an additional optional medical benefits plan.

e. In any negotiations triggered under subparagraph d above as well as negotiations for a successor to this Agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account (as well as the premium cost-sharing amounts) set forth in Section A of this Article III to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in medical insurance plan design outside of the SPP;
- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

ARTICLE IV  
WORKING CONDITIONS

A. Selection. Applicants shall be selected on the basis of training, experience, references and interview. An applicant shall not be denied a position on the sole basis that his/her child or children attend the school to which he/she has applied. Notice of vacancies to be filled or new positions covered by this Agreement shall be posted on the District Conference and sent to the President of WAES via electronic mail five (5) working days prior to any other public announcement. Such notice shall include proposed job category and salary range. Present employees may apply for transfer at the time of announcement of vacancies. Interviews of WAES applicants will take place before any non-bargaining unit applicants are interviewed. In filling vacancies, the Board will give priority to current WAES members provided that WAES applicants possess the skills, training, experience (including history of job performance) and other relevant characteristics to fulfill the job responsibilities. Internal candidates not selected for a vacant position will be notified by the Administration. Each such internal candidate may request a meeting with the Director of Human Resources and General Administration with the understanding that the purpose of the meeting is to provide human resources counseling regarding the individual's skills, training, experience, and other relevant characteristics. After a vacancy or new position has been filled, the Board agrees to notify the WAES through its President of the date of hiring, termination, permanent transfer, or promotion of all employees covered by this Agreement within ten (10) working days of such occurrence; such notification shall also include classification and rate of pay. New hires shall be placed on the salary schedule by the Assistant Superintendent or his or her designee commensurate with the employee's training and experience. Secretaries hired from outside the Westport Public Schools will be placed on Step 4 unless s/he possesses prior secretarial experience working for a public school. Additional step credit may be provided in the discretion of the Administration subject to the following: (i) credited work experience must have been earned within six (6) years of the date of hire; (ii) credited work experience must be in a secretarial or administrative support position for a public school; and (iii) step placement shall not exceed step 6 on the salary schedule unless the job requirements require unique skills related to experience with unique computer systems or other unique job requirements. Any placements above Step 6 will need to be discussed with the Union President prior to making such appointments. Any appointments above Step 6 are subject to the Grievance Procedure of this Agreement. All appointments shall be subject to a probationary period of six (6) months' duration.

When any secretary is promoted to a position in a higher salary category, the employee shall be placed on the salary schedule at the lowest step of the schedule for the new position which provides for an increase of at least \$1,500 over the employee's current salary. Thereafter, such employees will receive adjustments to their salaries in the new category, in accordance with the general salary increase provisions of this Agreement.

B. Promotion. Promotion shall be based on required qualifications and satisfactory past performance as well as interview with the prospective supervisor. All promotions are subject to a probationary period of six (6) months.

C. Transfer. Present staff of the unit may apply for transfer at the time of announcement of vacancies. Transfers shall be based upon required qualifications and satisfactory past performance, as well as an interview with the prospective supervisor.

D. Seniority. Each September 1 the Board shall submit to the Union a list of all the employees in the bargaining unit and their date of hire by the Town of Westport, the Board of Education, and/or within the bargaining unit, as applicable. Such list may be transmitted electronically. Seniority shall be considered in making promotions and filling vacancies, but shall not be the sole factor in making any such decisions. Seniority shall be determined on the basis of continuous service with the Board of Education and/or with the Town of Westport. Seniority for employees hired on or after July 1, 2014 shall be determined on the basis of continuous service with the Board of Education. Seniority for employees hired on or after July 1, 2020 shall be determined on the basis of continuous service within the bargaining unit.

E. Workday. The workday for all full-time employees shall be seven (7) hours and workweek thirty-five (35) hours. The workday is expected to span a minimum of eight (8) hours, with a minimum unpaid lunch break of one (1) hour. The workday shall be established by the building principal, or in the case of system wide employees, the administrator in charge of the department. In no event shall the workday begin prior to 7 A.M except for Staples High School (6:45 AM start time permitted). The workday schedules will be designed to ensure secretarial coverage 45 minutes prior to and after the end of the regular school day.

F. Training. The Board or the Superintendent may require any member of the bargaining unit to attend courses, at the Board's cost, to improve skills or learn new skills. The Board shall not be required to pay extra compensation to employees while they are being trained if such training occurs during the bargaining unit member's workday. A bargaining unit member whom the Board requires to attend training outside such bargaining unit member's workday, and which training increases such bargaining unit member's hours of work, shall be compensated for any such additional hours of work in accordance with applicable law.

G. Holidays. The members of the bargaining unit who work a twelve-month work year shall be eligible for the following holidays with pay provided that the holiday falls within the regular work week and school is not in session that day. When a holiday falls on a Saturday or Sunday after consultation with the Union, the Board shall designate either the contiguous Friday or Monday or a different day as the substitute holiday:

- Independence Day
- Labor Day
- Rosh Hashanah
- Yom Kippur
- 1/2 day prior to Thanksgiving
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Years' Eve
- New Years' Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Floating Holiday\*

\* The Floating Holiday shall be scheduled with the agreement of the employee's immediate supervisor and notification to the Director of Human Resources and General Administration.

If employees are scheduled to work on a school holiday, the Union and the Administration shall select a mutually agreeable alternate date.

H. In-Town Travel. An employee who is authorized by the Administration to travel in town on school business in his/her personal vehicle shall be entitled to reimbursement at the rate per mile established by the IRS.

I. Vacation. All twelve month employees will be eligible for vacation in accordance with the following schedule:

<u>Length of Employment</u>	<u>Monthly Earning Rate</u>	<u>Vacation Entitlement</u>
Six (6) Months		Three (3) Days
One (1) Year	0.83	Ten (10) Days
Two (2) Years	1.25	Fifteen (15) Days
Ten (10) Years	1.66	Twenty (20) Days

Vacations may be taken in increments ranging from one (1) day to the maximum amount which the employee has accrued provided that employees who work in elementary, middle and high schools cannot take two (2) consecutive weeks during the times when school is in session. This provision shall not apply to employees working at the central office or at school buildings supporting special programs (special education, preschool, continuing education). All vacation requests must be approved by the supervisor.

Upon termination of employment for any reason, employees or their surviving beneficiary will receive pay for all unused vacation time, up to the maximum applicable vacation entitlement for the fiscal year in which the termination of employment occurs (e.g., ten vacation days for employees who have been employed for one year; twenty vacation days for employees who have been employed for ten years). Notwithstanding the foregoing, employees who are discharged for cause will not be entitled to vacation or payment of unused vacation time.

J. Notice of Termination. In the event an employee elects to terminate employment with the Board of Education, notice shall be given in writing to the immediate supervisor at least two (2) weeks prior to termination. No secretary shall be reprimanded in writing, suspended and/or discharged except for just cause. Secretaries will be notified in writing of the subject of any disciplinary meeting (ex: meeting regarding sick leave use; meeting regarding tardy arrivals; meeting regarding work performance); notification of the subject matter of the meeting will not be provided for investigation meetings. The written notification will also inform the secretary that s/he may bring an Union representative to the meeting.

K. Snow Days.

1. School Closing (schools are closed at the start of the day)

Secretarial staff is expected to report to work on days when school is cancelled due to inclement weather.

Secretarial staff who make every effort to report to work within two (2) hours of their normal start times and complete the workday will not be penalized for reporting late to work, provided that the time missed (up to 2 hours) is made up during the same pay period.

A secretarial staff member who fails to report to work when the schools are closed due to inclement weather shall be charged with an absence according to the following guidelines:

Sick Day -- will be charged only if the staff member is ill;

Emergency Day -- such leave may be used but shall be limited to one (1) day per school year; or

Personal/Vacation Day -- will be charged if the staff member is uncomfortable with, or concerned about, driving or otherwise traveling to work in the inclement weather.

A secretarial staff member failing to report to work when schools are closed due to inclement weather without excusal by the Superintendent of Schools or his/her designee who is not ill and/or does not have any available emergency, personal or vacation leave shall lose one day's pay per occurrence.

2. Snow Days (schools and District offices are closed all day)

Secretarial staff is not expected to report to work when both the schools and District offices are closed prior to the start of the regular workday. Such closure will be announced on the District's snow hotline (203-341-1766) and/or on the local radio station.

3. Early Dismissal Days (schools closed early due to weather)

When weather conditions force an early school closing, the District's paramount concern is safety. The District must ensure the safe return of students to their homes before dismissing District staff, such as secretarial staff. The District will not close its offices until all school principals have reported that all students have safely arrived home.

Secretarial staff assigned to the central District office must remain at work until all students, district-wide, have safely reached home.

Secretarial staff working in school building offices must remain at work until the principal of the school determines that all students have safely arrived home (i.e. the last school bus has dropped off its last student) and thereafter closes the school building.

Secretarial staff assigned to Pupil Services, Continuing Education, Maintenance and/or other District-wide services located in school buildings must

remain at work until the school building is closed by the building principal (i.e. the last school bus for the school building has dropped off its last student).

4. Delayed Arrival Days (schools open late due to weather)

When weather conditions force a delayed opening of the schools, it is important to have secretarial coverage at the District offices and each school building. Accordingly, all secretaries are expected to report to work on time if weather conditions permit. Secretaries who report within 1 hour of their normal start time will not be penalized or reprimanded for reporting late to work and will be permitted to make up the time missed. Secretaries who report to work more than 1 hour after their normal start time will not be permitted to make up the time missed.

L. Sick Leave. All twelve-month employees shall be entitled to an allowance of full salary not to exceed fifteen (15) days each year, cumulative to a maximum of one hundred fifty (150) days, for absence due to personal illness. The Board shall annually notify, through payroll stub or otherwise, each employee of his/her accrued but unused sick days. Employees may use up to three (3) days of accrued sick leave per year for the illness of an employee's spouse, child, or other family member who resides in the employee's home. The Board currently provides such notification through its paycheck/paystub. All employees are expected to ensure the accuracy of the information and promptly notify the Business Office in writing of any inaccuracies.

The Board shall provide a bonus of \$500 per year to each bargaining unit member who does not use any sick days during the prior school year (an employee is eligible for the bonus if s/he has used personal or emergency leave days during the prior school year). The Board shall provide a bonus of \$600 per year to each bargaining unit member who does not use any sick days or personal days during the prior school year (an employee is eligible for the bonus if s/he has used emergency leave days during the prior school year). Eligible employees will receive payment by September 1 of each applicable school year.

M. Personal Leave. Employees shall be entitled to receive three (3) personal leave days in each contract year for pressing personal business which requires the presence of the employee and cannot reasonably be conducted outside working hours. A personal day, except with the approval of the Superintendent or his/her Designee, cannot fall on the day immediately preceding or following a school holiday or vacation. All employees shall receive their respective salaries for approved personal leave. Employee shall request such leave, in writing, at least forty-eight (48) hours in advance wherever possible, and shall indicate the reason for the leave in such request with sufficient specificity to indicate compliance with the above standard. When such advance request is not possible, the employee shall submit his or her written request as soon as possible,

and shall indicate the reason for the leave in such request with sufficient specificity to indicate compliance with the above standard. Any unused personal leave shall be added to the employee's accumulated sick leave. Each application for personal leave shall be submitted to the principal or immediate supervisor describing the need in specific terms.

The following is intended as a guide for the interpretation of personal leave.

1. Personal - property (e.g., emergency repair)
2. Personal - family (e.g., family problem other than illness)
3. Personal - schooling (e.g., personal or family graduation)
4. Legal - (e.g., a house closing).

N. Emergency Leave. In the event of serious illness or death of a relative or close friend, or a home emergency, an employee shall be allowed emergency leave, without loss of pay, not to exceed three (3) days per year. Extensions of emergency leave of up to two (2) days may be granted with full pay by the employee's immediate supervisor in a case of death or serious illness within the immediate family.

O. Other Leaves of Absence. With respect to any child-bearing leave, child-rearing leave, adoption leave, disability leave, and/or family medical leave, the Board shall comply with the requirements of any Board of Education personnel policies and applicable laws.

P. Jury Duty. Any secretary 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 proof of jury duty service (documentation from the court system of actual jury duty service) together with any and all payments from the State of Connecticut or the United States Government for such service.

Q. All bargaining unit positions have been classified in their appropriate categories as a result of negotiations. Such classifications are set forth in Appendix B and are in effect for the term of this Agreement. The Board, in its discretion, may establish new bargaining unit positions. The category classification for any such new position is subject to negotiation with the Union.



ARTICLE V  
GRIEVANCE PROCEDURE

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 and excludes complaints regarding the classification of a particular bargaining unit position in a particular category for purposes of establishing the position's wage rate. Any member of the Union is to have the right to discuss a grievance or potential grievance informally with the appropriate member of the administration. No member of the Union will be subject to discipline or retaliation for exercising rights granted by this Agreement, or for participating, in any respect, in the grievance procedures set forth herein.

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

2. Level II – Director of Human Resources and General Administration. 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) days after presentation of the grievance, such aggrieved member may file a written grievance with the president of 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) days after receiving such written grievance, refer it to the Director of Human Resources and General Administration.

The Director of Human Resources and General Administration shall represent the administration at this level of the grievance procedure. Within five (5) days after receiving the written grievance, the Director of Human Resources and General Administration 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 within thirty (30) days after the member is aware of the act or condition on which the grievance is based, then the grievance shall be waived.

3. Level III - Superintendent of Schools. If the aggrieved member of the Union is still not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within five (5) school days after the joint meeting with the assistant superintendent or designee of the superintendent, the aggrieved member may file a written grievance with the president of the Union indicating 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.

4. Level IV - Board of Education. Should the grievance not be resolved to the satisfaction of the member and the Union at Level III, the member may request that the president of the Union refer the written grievance to the Board of Education. Within five (5) school days, a representative of the Board of Education shall meet with the aggrieved member for the purpose of resolving the grievance. The Board's representative will submit the grievance to the Board of Education if the grievance is not resolved, and within fifteen (15) school days the Board shall arrange a meeting with the aggrieved member for the purpose of adjusting or resolving the grievance. The Board shall hear and act upon the grievance and render a decision within-five (5) days.

5. Level V- Impartial Arbitration. Should action at Level IV fail to resolve the grievance to the satisfaction of the employee and the Union, the aggrieved member may request that the president of the Union submit the grievance to binding arbitration with the American Arbitration Association, pursuant to the rules of that body.

The aggrieved member and one (1) representative from the Union's grievance committee shall be granted leave from duty with full pay to attend meetings called by the Board or administration in Levels II, III, IV and V of the procedure when such meetings take place during the scheduled working day.

Cost for services of the arbitrator shall be borne equally by the Board and the Union.

6. Rights of Employees to Representation. Any member of the Union may be represented by a person of choice in the Union. When a member of the Union is not so represented, the Union shall have the right to be present and to state its view at all stages of the procedure.

7. Rendering of Decisions. Decisions rendered at Levels II, III, IV and V 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.

8. Separate Filing. All communications dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.

9. Nothing in this Agreement shall be construed as requiring the WAES to submit a grievance to arbitration.

ARTICLE VI  
LAYOFF AND RECALL

A. The Board of Education may create and eliminate positions in accordance with its statutory authority.

B. Except as provided below, seniority will determine the order of layoff within job category for employees in the bargaining unit. An employee whose position is eliminated may displace the least senior employee within the same job category, except that there shall be no intra-category displacement in Categories 4 and 5. Seniority shall be determined on the basis of continuous service with the Board of Education and/or with the Town of Westport. Seniority for employees hired on or after July 1, 2014 shall be determined on the basis of continuous service with the Board of Education. Seniority for employees hired on or after July 1, 2020 shall be determined on the basis of continuous service within the bargaining unit. An employee whose position is eliminated may also displace the least senior employee in the next lower category under the following circumstances:

- i) There are no employees with less seniority retained in the affected employee's category; and
- ii) There is a less senior employee retained in the next lowest category.

Should this procedure not result in assignment to a lower category, the affected employee may follow this procedure for the next lower category, etc. to determine whether there is a position held in a lower category held by a less senior employee to which the affected employee may be displaced. Notwithstanding the foregoing, no employee assigned to Category 5 may displace the Benefits Assistant from his/her position in Category 4.

For purposes of this Section, the job categories shall be as set forth in Appendix B and as follows:

Category 1

[No current positions]

Category 2

Courier/Central Office Support Technician  
Department Secretary - Attendance - SHS

Category 3

School Secretary  
Office Secretary  
School/Department Secretary - Split Position  
Department Secretary

Category 4

Executive Secretary  
Department/Program Secretary  
Program Secretary/Bookkeeper  
Payroll Assistant/Facilities Secretary

Category 5

Office Coordinator for Continuing Education  
Office Coordinator for Facilities  
Office Coordinator for Pupil Personnel Services  
Benefits Coordinator  
Payroll/Absence Management Coordinator

C. The names of all secretaries on layoff shall be placed on a recall list to be maintained by the Superintendent of Schools or his/her designee. Former (laid off) secretaries shall be entitled to recall for a period of twelve (12) months from the date of their layoff, except as provided below. During this time, former (laid off) secretaries shall be entitled to be recalled in the order of most senior secretary to least senior secretary into Category 1 through Category 3. Former secretaries will be recalled to the first available position in Category 1 through Category 3 if they are qualified to fulfill the position. Reinstatement shall be made if the former secretary possesses the skills, training, experience and personal characteristics to fulfill the job requirements. Selection shall include an interview by the appropriate supervisor. If the former secretary declines the available position, s/he shall forfeit his/her right to further recall. Except as set forth above, no secretary shall be guaranteed a job under this Agreement.

Former (laid off) secretaries shall be responsible for keeping the Board informed as to their current email addresses. The Board's obligation shall be fulfilled upon the emailing of the recall notice to the former secretary's last known email address which s/he has maintained on file with the Board of Education. For purposes of this Article, it shall be assumed that the employee shall have received such notice when the recall notice has been sent via email by the Board of Education. An employee notified that an opening exists shall have five (5) calendar days from receipt of notice in which to notify the Superintendent's office of his/her availability and must report to work within

fourteen (14) calendar days from the date s/he is notified that an opening exists. In the event the employee fails to notify the Board of his/her availability, the employee shall no longer be eligible for recall.

Secretaries laid off during a school year (not in connection with an upcoming school/fiscal year due to budget impact) will be permitted to continue his/her health insurance benefits at active employee rates for three (3) months from the date of layoff or until the secretary secures equivalent health insurance, whichever occurs first.

## ARTICLE VII 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 VIII NO STRIKE - NO LOCKOUT

The parties agree that during the life of this Agreement there shall be no strike, slowdown, suspension of work, work stoppage or work interference of any kind by any employee or group of employees; nor shall there be any lockout by the employer.

## ARTICLE IX WORKERS' COMPENSATION

A. In the event that an employee is injured or disabled in the performance of duty, and as a result thereof has been determined to be entitled to workers' compensation payments pursuant to the state statute, as a result of a determination of compensability such employee shall be entitled to injury leave with 80% full pay 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.

B. Absence from work due to injury or disability in the performance of the employee's duties and covered under the workers' compensation statute shall not be charged to earned sick leave allowance.

ARTICLE X  
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. This provision shall not affect the Board's obligation to negotiate over changes that relate to mandatory subjects of bargaining.

ARTICLE XI  
PAYROLL DEDUCTIONS

A. The Board agrees to deduct from the paycheck of each employee who is a member of the Union and who has voluntarily signed an authorized payroll deduction card a sum certified in writing by an authorized official of the Union as the amount for monthly Union dues. Employees whose employment commences after the start of any year of this Agreement (July 1 - June 30) shall pay a prorated amount equal to the percentage of the remaining contract year. These deductions shall be made on dates agreed to by the Board and the Union and sent directly to a Union representative whose identity shall be stated in writing to the Board. Other payroll deductions may be provided for, as agreed in cooperation with the Superintendent or designee(s).

B. The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which arise out of or by reason of actions taken against the Board as a result of the enforcement or administration of this article. The Board reserves the right to be represented by counsel of its choice and the Board shall be reimbursed for its reasonable legal fees. The Union agrees that it will not contest the provisions of this paragraph and further agrees that they are valid and enforceable by the Board.

ARTICLE XII  
PRESERVATION OF RIGHTS

Except as otherwise provided herein, 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 III, Insurance, for the period through June 30, 2023.

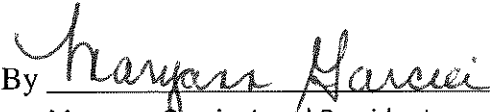
IN WITNESS WHEREOF, the parties have caused their names to be signed on this 3<sup>rd</sup> day of December, 2020.

WESTPORT BOARD OF EDUCATION

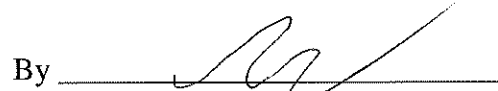
By   
Candice Savin, Chairperson

Dated: 12-3-20

WESTPORT ASSOCIATION OF  
EDUCATIONAL SECRETARIES,  
UNITED PUBLIC SERVICE EMPLOYEES  
UNION

By   
Maryann Garcia, Local President

Dated: 12-1-20

By   
Kevin E. Boyle, UPSEU President

Dated: 11/24/20

By   
Daniel Bonfiglio  
Labor Relations Representative

Dated: 12-1-2020

# APPENDIX A

## WESTPORT PUBLIC SCHOOLS

### 2020-2021 WAES SECRETARIAL HOURLY RATE SALARY GRID

1.00% GENERAL WAGE INCREASE FOR EMPLOYEES BELOW MAXIMUM STEP (RETROACTIVE TO JULY 1, 2020 FOR ACTIVE EMPLOYEES ONLY)  
 2.25% GENERAL WAGE INCREASE FOR EMPLOYEES AT MAXIMUM STEP (RETROACTIVE TO JULY 1, 2020 FOR ACTIVE EMPLOYEES ONLY)  
 EMPLOYEES NOT AT THE MAXIMUM STEP WHO HAVE BEEN EMPLOYED FOR AT LEAST SIX MONTHS AS OF JULY 1, 2020  
 SHALL ADVANCE ONE STEP EFFECTIVE AND RETROACTIVE TO JULY 1, 2020

Category	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
I	\$22.97	\$23.52	\$24.10	\$24.71	\$25.34	\$25.96	\$26.60	\$27.23	\$27.89	\$28.92
II	\$26.60	\$27.16	\$27.93	\$28.62	\$29.31	\$30.06	\$30.78	\$31.51	\$32.28	\$33.46
III	\$28.17	\$28.88	\$29.58	\$30.32	\$31.05	\$31.84	\$32.60	\$33.39	\$34.19	\$35.44
IV	\$30.66	\$31.44	\$32.21	\$33.02	\$33.81	\$34.66	\$35.49	\$36.35	\$37.23	\$38.58
V	\$35.02	\$35.90	\$36.76	\$37.67	\$38.59	\$39.56	\$40.53	\$41.51	\$42.47	\$44.06

### 2021-2022 WAES SECRETARIAL HOURLY RATE SALARY GRID

1.00% GENERAL WAGE INCREASE FOR EMPLOYEES BELOW MAXIMUM STEP  
 2.25% GENERAL WAGE INCREASE FOR EMPLOYEES AT MAXIMUM STEP  
 EMPLOYEES NOT AT THE MAXIMUM STEP WHO HAVE BEEN EMPLOYED FOR AT LEAST SIX MONTHS AS OF JULY 1, 2021  
 SHALL ADVANCE ONE STEP EFFECTIVE JULY 1, 2021

Category	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
I	\$23.20	\$23.76	\$24.34	\$24.96	\$25.59	\$26.22	\$26.87	\$27.50	\$28.16	\$29.57
II	\$26.87	\$27.43	\$28.21	\$28.91	\$29.60	\$30.36	\$31.09	\$31.83	\$32.60	\$34.21
III	\$28.45	\$29.16	\$29.88	\$30.62	\$31.36	\$32.15	\$32.93	\$33.72	\$34.53	\$36.24
IV	\$30.97	\$31.76	\$32.53	\$33.35	\$34.15	\$35.01	\$35.85	\$36.71	\$37.60	\$39.45
V	\$35.37	\$36.25	\$37.13	\$38.05	\$38.98	\$39.96	\$40.94	\$41.93	\$42.90	\$45.05



**2022-2023 WAES SECRETARIAL HOURLY RATE SALARY GRID**

1.00% GENERAL WAGE INCREASE FOR EMPLOYEES BELOW MAXIMUM STEP

2.25% GENERAL WAGE INCREASE FOR EMPLOYEES AT MAXIMUM STEP

EMPLOYEES NOT AT THE MAXIMUM STEP WHO HAVE BEEN EMPLOYED FOR AT LEAST SIX MONTHS AS OF JULY 1, 2022  
SHALL ADVANCE ONE STEP EFFECTIVE JULY 1, 2022

Category	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
I	\$23.43	\$24.00	\$24.58	\$25.21	\$25.85	\$26.48	\$27.14	\$27.78	\$28.45	\$30.23
II	\$27.14	\$27.70	\$28.49	\$29.20	\$29.90	\$30.66	\$31.40	\$32.15	\$32.93	\$34.98
III	\$28.74	\$29.46	\$30.18	\$30.93	\$31.67	\$32.48	\$33.26	\$34.06	\$34.88	\$37.05
IV	\$31.28	\$32.07	\$32.86	\$33.68	\$34.49	\$35.36	\$36.20	\$37.08	\$37.98	\$40.33
V	\$35.72	\$36.62	\$37.50	\$38.43	\$39.37	\$40.36	\$41.35	\$42.35	\$43.32	\$46.06

Newly-employed bargaining unit members must work for at least six months to move a step in years in which step movement is negotiated.

## APPENDIX B

<u>Position</u>	<u>Category</u>
[No current positions]	1
Courier/Central Office Support Technician Department Secretary - Attendance - SHS	2
School Secretary Office Secretary School/Department Secretary - Split Position Department Secretary	3
Executive Secretary Department/Program Secretary Program Secretary/Bookkeeper Payroll Assistant/Facilities Secretary	4
Office Coordinator for Continuing Education Office Coordinator for Facilities Office Coordinator for Pupil Personnel Services Benefits Coordinator Payroll/Absence Management Coordinator	5