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AGREEMENT

between

THE WESTPORT BOARD OF EDUCATION

and

WESTPORT SCHOOL MAINTENANCE EMPLOYEES
LOCAL 1303-225 OF CONNECTICUT COUNCIL #4
AFSCME, AFL-CIO

July 1, 2025- June 30, 2028

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AGREEMENT is made and entered into between the WESTPORT BOARD OF EDUCATION (hereinafter "Board") and WESTPORT SCHOOL MAINTENANCE EMPLOYEES UNION LOCAL 1303-225 OF CONNECTICUT COUNCIL #4 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter "Union").

ARTICLE I
RECOGNITION

Section 1.0 - Recognition

The Board hereby recognizes the Union as the sole and exclusive representative and bargaining agent for the employees of the Board covered by this Agreement (hereinafter "employee(s)") with respect to all matters concerning wages, hours and conditions of employment.

Section 1.1 - Bargaining Unit

The employees covered by this Agreement are all employees performing grounds and maintenance work for the Board excluding supervisory positions and seasonal employees.

ARTICLE II
UNION DUES

Section 2.0 -

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 Union dues. These deductions shall be made on dates agreed to by the Board and the Union and sent directly to the person and place designated by an authorized official of the Union.

Section 2.1 - Save Harmless

The Union agrees to defend and save harmless the Board from any and all claims, actions, liabilities, lawsuits or other costs which may arise from the Board's enforcement of and compliance with Article II.

Section 2.2 - Dues Reports

Every one hundred twenty calendar days, the Board will provide to the Union via a secure upload site provided by the Union an Excel spreadsheet containing the following information: Each bargaining unit employee’s name, job title, worksite location, work telephone number, date of hire, work electronic mail address, home address and, if

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authorized by the employee via written authorization provided to the Union, the employee's home telephone number, personal cellular mobile telephone number, and personal electronic mail address if on file with the Board. Any written authorization required under this subsection may be revoked by the employee at any time and such authorization or revocation shall be provided to the Union. The Board shall provide the Union such information, if possible, with real-time electronic transmission of new hire data but in no event later than ten days after such employee is hired or the first pay period of the month following the hiring of such employee, whichever is earlier.

Section 2.3 – Orientation

All newly hired employees within the bargaining unit, within thirty (30) calendar days after the employee's date of hire, shall be released from work for one (1) hour without loss of pay to attend a Union orientation. Management shall not be present during the Union's orientation unless invited by the Union to attend.

ARTICLE III
SENIORITY

Section 3.0 - Seniority Defined

Seniority is defined as the employee's total length of continuous service in a position or positions covered by this Agreement as specified in Section 1.1.

Section 3.1 - Seniority Lists

The Board shall prepare and maintain a seniority list which shows the seniority order and date of entry for the seniority of all employees.

Section 3.2 - Probation

A newly hired employee will be on probation for the first one hundred and eighty (180) days of his or her employment. During the probationary period the Board may discipline or discharge the employee and such action shall not be subject to grievance arbitration. Upon completion of the probationary period the employee's seniority shall be established as of the employee's date of hire.

Section 3.3 - Job Posting

All bargaining unit vacancies shall be posted electronically for at least five (5) work days prior to filling the job, and a copy of such posting shall be emailed to the Union President. Any employee interested in applying for the job shall follow the job application process specified in the posting.

Section 3.4 - Vacancies

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In the event of a reduction in force, an employee who wishes to do so may apply for a vacant bargaining unit position by notifying the Superintendent or designee in writing of his/her desire to fill the position provided such notice is given within ten (10) days of the date that the notice of vacancy was posted. The Superintendent or designee will review the experience and qualifications of all the applicants using uniform objective criteria. The Board will seek to provide upward mobility for its employees wherever possible, the Board will give weight to the seniority of each applicant in making its decision as to which applicant to promote. It is expressly understood that the Board is under no obligation to consider any applicant who is not qualified to perform the required work.

Section 3.5 - Layoff and Recall

An employee with the least seniority within each classification shall be laid off, providing the Board cannot use him/her in another classification and further providing that in the event that an employee possesses unique skills which are necessary for the continued operation of the Board facilities, the Board may retain such an employee regardless of the employee's seniority rank. Laid-off permanent employees with the most seniority shall be rehired first, and no new employees shall be hired until all laid-off employees have been given an opportunity to return to work provided the employee recalled is qualified to fill the vacancy. The Union President shall be copied on any written correspondence notifying laid-off employees of the opportunity to return to work. In the event of layoff, an employee shall retain his/her seniority status for eighteen (18) months from the date of his/her layoff. Any employee who is laid off is entitled to bump any employee with less seniority in an equal or lower job classification provided that the employee is qualified to perform the required work.

Section 3.6 - Superseniority

In the event of a layoff, the local Union Chapter President shall be deemed to have the most seniority in the bargaining unit for the limited purpose of determining the order of layoff and recall.

ARTICLE IV
HOURS OF WORK AND OVERTIME

Section 4.0 - Work Day and Work Week

The normal work week for all employees shall consist of five (5) consecutive days, Monday through Friday. The work day shall consist of eight (8) hours of work each day, forty (40) hours of work each week. The Board shall have the right to hire new employees with a Tuesday through Saturday work week. Employees with the Tuesday through Saturday work week shall not be entitled to one and one-half (1½) times pay for Saturday hours, except for hours worked over forty (40) in the week.

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Section 4.1 - Work Schedule

A. Day Shift

Each day shift shall consist of eight (8) hours worked between 7:00 a.m. and 4:00 p.m. each day with a paid one-half (½) hour lunch break.

B. Evening Shift

Each evening shift shall consist of eight (8) hours worked between 2:00 p.m. and 11:00 p.m. each day with a paid one-half (½) hour meal break. Any employee working this evening shift shall be paid a shift differential of forty cents ($0.40) per hour.

C. Scheduling Hours and Shifts

The Board, through the Superintendent or designee, shall have sole discretion to determine the hours of each employee's shift within the time periods set forth in Subsections A and B above. For example, an employee working a day shift may be assigned to work 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m., and an employee working an evening shift may be assigned to work 2:00 p.m. to 10:00 p.m. or 3:00 p.m. to 11:00 p.m.

Except as provided in Section 4.7 (Call Back), the Board shall not change the hours of an employee's shift for any period less than a full contract year unless the parties mutually agree otherwise, and employees shall be notified of any change in hours that will take effect July 1 by the preceding May 31.

It is understood that the Board retains the management right to change an employee's assignment from a day shift to an evening shift (or vice versa), provided that the Board must negotiate the impact of any such change with the Union.

If there is more than one employee who may be considered for an hours or shift change as described above, employees shall be given the option to accept or decline any such change in order of seniority (most senior to least senior) except in cases where the Board determines that a specific employee is required to change because of that employee's skills, qualifications, and/or licensure.

Section 4.2 - Lunch Schedule

Each employee is entitled to a daily paid lunch period of thirty (30) minutes. Each employee is expected to remain at his/her assigned worksite for the lunch period. Lunch periods will normally be scheduled as close to midshift as possible, but an employee may take a lunch break at another time subject to the approval of the supervisor.

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Section 4.3 - Breaks

Each employee is entitled to a paid fifteen (15) minute break each during the first half of his or her shift and a second paid fifteen (15) minute break during the second half of his or her shift.

Section 4.4 - Overtime

An employee who works in excess of his or her regularly scheduled work day or regularly scheduled work week or on Saturday as such shall be paid for all such work at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. Such Saturday rate shall not apply to any employee hired for the Tuesday through Saturday shift pursuant to Section 4.0 above. Such employees shall be paid their regularly hourly rates for all hours worked up to forty.

Section 4-5 - Double Time

An employee who works on Sunday shall be paid for all such work at the rate of two (2) times the employee's regular rate of pay.

Section 4.6 - Holiday Overtime

An employee who works on a day which is designated as a holiday pursuant to Section 5.0 of this Agreement shall be paid for all such work at the rate of two (2) times the employee's regular rate of pay in addition to the regular holiday pay.

Section 4.7 - Call Back

An employee who is called back to work after he or she has left for the day or is called to work before the start of his or her shift or called in on a weekend or holiday shall receive a minimum of three (3) hours of pay at the applicable overtime rate.

An employee who is off-duty and called at home by Westport Public Schools staff to discuss a work-related maintenance issue shall be paid overtime for the amount of time, rounded to the nearest fifteen minutes, s/he spent discussing the maintenance issue. The employee shall follow the ordinary procedure in submitting such overtime for payment (i.e., supervisor approves the overtime).

Any employee who is called back to work in accordance with this Section shall receive reimbursement for round trip mileage at the I.R.S. business rate in effect on the day of the call back.

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ARTICLE V
HOLIDAYS

Section 5.0 - Holiday Schedule

Bargaining unit members shall have not less than fifteen paid holidays per year during the term of this Agreement. Holidays will be scheduled annually by the Board not later than August 31, and a copy of the annual schedule for the year will be given to the Union President and posted in each school not later than September 1 of each contract year. It is agreed that Independence Day will be celebrated in each year on July 4 or the day actually designated as the official date for the holiday observance.

When any of the above holidays fall on a Sunday, the following Monday will be observed as a holiday, provided that schools for students in the district are closed on the Monday. When any of the above holidays fall on a Saturday, the preceding Friday will be observed as a holiday, provided that schools for students in the district are closed on the Friday.

Section 5.1 - Leave Before and After a Holiday

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

Section 5.2 - Holidays During Vacation

When a holiday falls during an employee's vacation, that day will not be charged against the employee's accumulated vacation.

Section 5.3 - Holidays During Sick Leave

An employee who is on paid sick leave on a holiday will receive no deduction against his or her sick leave accrual.

ARTICLE VI
VACATIONS

Section 6.0 - Vacation Benefit

Each employee will be eligible for vacation in accordance with the following schedule:

Length of Continuous	Monthly Earning Rate	Maximum Vacation

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Employment		Entitlement
Six (6) Months		Five (5) Days
One (1) Year	0.83 day per month worked	Ten (10) Days
Two (2) Years	1.25 days per month worked	Fifteen (15) Days
Ten (10) Years	1.66 days per month worked	Twenty (20) Days

For example, an employee who has completed one (1) year of continuous employment will earn vacation time at the rate of 0.83 day for each full month the employee has worked continuously following completion of the employee's first year of employment. After completion of two (2) years of continuous employment, the employee will earn vacation time at the rate of 1.25 days for each full month the employee has worked continuously until the employee has completed ten (10) years of continuous employment, whereupon, beginning in the employee's eleventh (11^{th}) year of continuous employment, the employee will earn vacation time at the rate of 1.66 days for each full month the employee has worked continuously. All such accruals of vacation time are subject to the maximum vacation entitlements set forth above.

As used in this Section, a "month worked" is any calendar month in which the employee worked at least one-half (½) of the available regular workdays. Time during the month for which the employee is paid under a provision of this Agreement (*e.g.*, sick days, vacation days, holidays) shall be considered days worked for purposes of this Section.

The Board shall frontload in the electronic absence management system provided by the Board the applicable vacation time set forth in this Section, provided that employees may access such vacation time only in accordance with the accrual provisions set forth above unless an exception is granted by the Superintendent or designee. Payment for any vacation time that an employee has used but not accrued under this Section prior to the employee's separation from employment with the Board shall be deducted from the employee's final paycheck.

Section 6.1 - Selection

Vacations may be taken in increments ranging from one-half (1/2) day to the maximum amount which the employee has accrued. An employee on workers compensation leave (also known as "injury leave") for more than 120 days will accrue vacation days at one-half of the applicable rate of accrual starting on the 121^{st} day of injury leave. All vacation requests must be approved by the supervisor. Vacation requests shall not be unreasonably denied.

Section 6.2 - Vacation Carry-Over

Employees shall be entitled to carry-over a maximum of one week's vacation each year, with prior approval of the Supervisor. Such approval shall not be unreasonably withheld.

Section 6.3 - Payment of Unused Vacation

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An employee who terminates his or her employment shall be paid for all unused vacation. If the employee dies, his or her estate will be paid for all unused vacation.

ARTICLE VII
LEAVE PROVISIONS

Section 7.0 - Sick Leave

Each employee shall accumulate sick or injury leave at the rate of fifteen (15) days per year. Unused sick leave will accumulate to a maximum of one hundred ten (110) days.

In the event that employees are covered by Connecticut General Statutes §§31-57r *et seq.*, as it may be amended from time to time, the Board shall permit employees to use their first forty (40) hours of contractual paid sick leave in each fiscal year for the same purposes and under the same conditions as the conditions described in Connecticut's Paid Sick Leave Law, notwithstanding any provisions in this section to the contrary (the "Statutory Sick Leave"). Any contractual paid sick leave accrued and used in excess of the Statutory Sick Leave shall be subject to the requirements of this collective bargaining agreement and applicable Board policy requirements.

Section 7.1 - Emergency Leave

In the event of serious illness or death of a relative or a home emergency, employees shall be allowed emergency leave, not to exceed three (3) days per year. "Relative" shall mean the employee's spouse, parent, grandparent, child, grandchild, stepchild, aunt, uncle, brother, sister and the mother or father of the employee's spouse. "Spouse" shall mean the current spouse of the employee at the time the leave provisions of the section dealing with the employee's spouse may come into effect. In the event that an employee requires extended bereavement leave (due to religious observance or extended travel circumstances), the employee may utilize accrued but unused personal leave and vacation.

Section 7.2 - Jury Duty Leave

An employee shall be entitled to full pay at the current base rate for absence due to jury duty provided that reimbursement for same and regular pay rate together does not exceed employee's regular wage rate and further provided that the employee timely remits to the Business Office any and all payments from the State of Connecticut or the United States Government for such jury duty service.

The employee shall give adequate notice of the jury call so that an appeal to be excused from jury duty can be made.

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Section 7.3 - Military Leave

An employee who is a member of the armed forces of the United States will be granted a leave of absence for military service, training or related obligations in accordance with applicable State and Federal law. At the conclusion of the leave, upon the satisfaction of certain conditions (set forth in applicable federal and/or state law), an employee generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the employee is qualified to perform. An employee who is on military leave shall receive any differential between the employee's regular pay and that received by the employee for military duty for the first thirty (30) days of military leave. An employee whose military leave of absence exceeds thirty (30) days shall be placed on an unpaid military leave for the duration of the leave.

An employee shall continue with all benefits for up to thirty (30) days of military leave. During such time, the employee shall only be required to pay the required contribution paid by active employees for such benefits (i.e. health insurance, etc.) An employee who exceeds thirty (30) days of military leave and is placed on unpaid leave may elect to continue "COBRA-like" group medical, prescription and dental benefits for a period of up to twenty-four (24) months.

Section 7.4 - Union Business Leave

Not more than one (1) Union official per day, per year shall be allowed the required time with pay to attend official Union conventions and conferences. The maximum time per year afforded to Union officials in the aggregate (i.e., not per person) shall be limited to two (2) days off.

Section 7.5 - Personal Leave

Absence for personal reasons shall be left to the discretion of the supervisor, but shall not exceed three (3) days per year. Personal leave is defined as involving family, schooling or legal problems and legal appointments. Personal days may only be used for pressing personal business which requires the presence of the maintainer and which may not be conducted with reasonable convenience outside the school day or year. For example, personal days may be used for legal appointments, children's weddings, and other pressing personal business. Each application for a personal day will be accompanied by a completed Request for Leave form to demonstrate compliance with the above. The principal or supervisor may require additional explanation, provided all information shall be kept confidential. Personal days may not be granted on days immediately before or after school holidays or vacations except in the absolute discretion of the Superintendent or designee. Any unused personal days will be added to the cumulative unused sick days of any employee.

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Section 7.6 - Perfect Attendance

Each employee who does not use any sick, personal and emergency leave days during an entire school year, from July 1 through the following June 30, shall receive a perfect attendance bonus of one thousand five hundred dollars ($1,500). Each employee who uses less than three sick, personal and emergency leave days during an entire school year, from July 1 through the following June 30, shall receive an attendance bonus of one thousand dollars ($1,000). The perfect attendance bonus shall be paid in the first pay period of August of each year. Notwithstanding the foregoing, no perfect attendance bonus shall be paid to an employee who is absent from work due to disciplinary reasons, such as suspension, an unpaid leave of absence, and/or injury leave of more than 60 days.

ARTICLE VIII
WAGES

Section 8.0 - Wage Schedule

Effective July 1, 2022, each employee will be paid in accordance with the schedule attached hereto as Appendix A and made part of this Agreement.

Section 8.1 - Temporary Work at Higher Classification

An employee who performs the work of a higher classification shall be paid for all such work from the first day of such work at the rate of pay for the higher classification provided that the employee has performed the work for one (1) week.

Section 8.2 - Damage to Property

In the event that an employee's personal property is damaged or destroyed during the performance of his or her work, the Board will reimburse the employee for the full value of the loss not to exceed five hundred dollars ($500.00) per loss. All such losses are subject to verification by a supervisor.

Section 8.3 - Vehicle Reimbursement

A. Effective July 1, 2003, an employee who regularly uses his or her vehicle in the service of the Board and who has 150 miles or more documented each month will receive two hundred and fifty dollars ($250) in reimbursement each month. An employee who regularly uses his or her vehicle in the service of the Board and who has less than 150 miles documented shall receive the current I.R.S. rate for all documented miles. An employee who regularly uses a Board and/or Town of Westport vehicle in the service of the Board shall not be eligible for reimbursement under this provision.

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B. An employee who uses his or her personal vehicle in service of the Board shall be reimbursed at the I.R.S. rate for all documented miles. Should the employee using his or her personal vehicle in service of the Board incur 150 or more documented miles in a month, the employee shall also receive a payment of $250 for each month that the employee incurs 150 or more documented miles (in addition to the I.R.S. rate for all documented miles). Should an employee using his or her personal vehicle in service of the Board incur less than 150 miles in one month but 150 or more documented miles in one year (July 1 – June 30), the employee shall receive a one-time payment of $250 in addition to the I.R.S. rate for mileage. It is expressly understood and agreed that these payments are subject to appropriate state and/or federal tax treatment (Form 1099 and/or wage withholdings).

Section 8.4 - Pay Period

Employees will be paid every two (2) weeks for work performed in the preceding two (2) week period. The current practice concerning the cashing of checks shall continue for the duration of this Agreement. The annual rate of compensation shall cover the period from July 1 to June 30.

Section 8.5 - Uniforms

The Board shall provide a minimum of one uniform (waist up) per year and related clothing (pants) for each full-time employee, up to a maximum of $500.00. This amount shall be increased by $200 in the first year of employment for any new Maintainer. There shall be no payment to employees for clothing worn on the job.

Section 8.6 - Safety Gear

The Board shall provide and pay for rain gear, gloves, boots, outer wear, and such other gear as is necessary, in the reasonable judgment of the Facilities Manager, to adequately protect the employees from inclement weather. Upon presentation of a receipt, the Board shall provide and pay up to a maximum of two hundred dollars ($200) for safety shoes for any employee who is required to wear them during the performance of work for the Board.

Section 8.7- License Renewals

The Board shall reimburse employees possessing job-related trade licenses for the actual cost of (1) any license renewals required by state statute and/or (2) any courses or classes necessary to obtain such license renewals.

Section 8.8 - Tool Allowance

Upon presentation of a receipt, the Board shall pay up to a maximum of one hundred ($100.00) per year per employee for tools used by the employee in the performance of work for the Board.

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ARTICLE IX
INSURANCE AND PENSION

Section 9.0 - Medical/Life Insurance Coverage

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. Effective July 1, 2024, the Board will contribute fifty percent (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. Such quarterly contributions by the Board to the HDHP deductible shall in all events be the baseline for negotiations for a successor to this Agreement.

There will be no cost for preventative care. Once the HDHP deductible is met, medical 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, 2023 through June 30, 2025, the Board will pay for all full-time employees eighty-two percent (82%) of the cost of all premiums and the employee shall pay eighteen percent (18%) of such costs.

Premium contribution rates will be based upon the cost of coverage elected by the employee, i.e. individual, individual plus one, family (the employee premium share contributions shall be computed on the basis of actual expenditures in the prior year). Employee premium share contributions shall be made pursuant to an I.R.C. Section 125 Plan (pre-tax contribution) implemented by the Board.

Prescription benefits under the HDHP plan shall be provided through a prescription benefits manager (PBM), designated by the Board through a formulary established by the Board. The co-payments under the formulary plan will apply after the deductible is met up to the combined out-of-pocket maximum of $4,000/$8,000. The co-payments shall be $5.00 for generic, $25.00 for preferred brand, and $40.00 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

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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. A summary of the benefits of these plans shall be set forth for informational purposes in Appendix B, provided that the actual benefit shall be determined in accordance with the insurance contract(s).

Subject to the conditions set forth below, effective July 1, 2024, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for medical benefits in lieu of the medical benefits set forth above in this Section A. Dental benefits shall continue (with the same employee premium cost sharing) as currently provided in this collective bargaining agreement. The medical benefits shall be as set forth in the SPP effective on July 1, 2024, 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. The Board and each employee participating in the SPP shall contribute toward the premium cost as follows:

- For the period July 1, 2025 through June 30, 2026: Full-time employees shall contribute nineteen percent (19%) and the Board shall contribute eighty-one percent (81%).

- For the period July 1, 2026 through June 30, 2027: Full-time employees shall contribute twenty percent (20%) and the Board shall contribute eighty percent (80%).

- For the period July 1, 2027 through June 30, 2028: Full-time employees shall contribute twenty and one-half percent (20.5%) and the Board shall contribute seventy-nine and one-half percent (79.5%).

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. In the event there are any changes to the terms and provisions of the HEP resulting in increased costs for non-participation and/or non-compliance, any non-participating and/or non-compliant employee shall remain

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responsible for paying 100% of such costs, and no portion or percentage shall be paid by the Board.

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 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

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 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

iii) If there is any material amendment to The Patient Protection and Affordable Care Act that would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits 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 the current collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in this Section A above (as well as the premium cost-sharing amounts as set forth above, as may be subsequently negotiated between the parties) to be the baseline for such negotiations, and the parties shall consider the following additional factors:

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- Trends in health 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.

B. Dental Insurance

A dental plan shall be provided, effective July 1, 1996, for each enrolled regular full-time employee and his or her enrolled eligible dependents. Dental benefits shall reimburse preventive expenses at 100% co-insurance, with a $50.00 deductible ($150.00 family maximum) for general services, and with an 80% co-insurance (50% co-insurance for major services). This benefit is subject to a $2,500 calendar year maximum per covered individual.

C. Change of 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-administrated be less, when considered as a whole, than the benefits and coverages in effect during the term of this Agreement. The plan of 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 satisfies 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. Notwithstanding the foregoing, the Board and the Union agree that the Union shall be deemed to have reviewed and agreed to the Board's selection of the insurance carrier and/or administrator with an implementation effective date of July 1, 2022, and any disagreement by the Union regarding such selection shall not be subject to arbitration.

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Section 9.1 - Term Life Insurance

The Board shall provide term life insurance of fifty thousand dollars ($50,000.00) for each employee.

Section 9.2 - Retired Employee Medical Insurance

An employee who retires from the Board will receive medical insurance in accordance with the terms for such insurance as set forth in the Retirement Plan for Municipal Employees of the Town of Westport, Connecticut (hereinafter referred to as the "Pension Plan").

Section 9.3 - Retirement Plan

The "Retirement Plan for Municipal Employees of the Town of Westport, Connecticut (as amended) (herein referred to as "Pension Plan") is the retirement plan for all employees. Disagreements over the Pension Plan shall be resolved in accordance with the Pension Plan.

Section 9.4 - Tax Sheltered Annuity Plan

The Board agrees to continue to offer a Section 457 and/or Section 403b plan(s) for the duration of this Agreement.

ARTICLE X
DISCIPLINARY PROCEDURE

Section 10.0 - Discipline and Discharge

No employee shall be discharged or otherwise disciplined except for just cause; except that the Board shall have the right in its sole discretion to discharge any employee during such employee's probationary period.

Section 10.1 - Progressive Discipline

Discipline shall be administered in a fair and equitable manner. Discipline shall be progressive and shall normally include the following actions:

1) oral warning;
2) written warning;
3) suspension;
4) discharge.

In the event that an employee commits a severe infraction (e.g., stealing), the Board may terminate the employee immediately.

Section 10.2 - Notice of Discipline

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Notice of all disciplinary actions except oral warnings will be given to the employee in writing at the time that the disciplinary action is instituted. The notice shall state the reason or reasons for the actions taken. The Union will be promptly notified of all disciplinary actions taken against any employee.

ARTICLE XI
WORKING RULES

Section 11.0 - Negotiations

Time off with pay shall be granted to two (2) employees for purposes of negotiations with the Board.

Section 11.1 - Bulletin Boards

The Board shall provide the Union access to one bulletin board in an area where the employees regularly congregate.

Section 11.2 - 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.

Section 11.3 - Prior Practice

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

Section 11.4 - Non-Discrimination

The Board shall not discriminate against any employee on the basis of the employee's sex, sexual orientation, color, race, religion, creed, age, national origin, marital status, disability (including pregnancy), genetic information, veteran status, gender identity or expression, or any other basis prohibited by law.

Section 11.5 - Copies of Agreement

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

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Section 11.6 - Workers' Compensation

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

Section 11.7 - Subcontracting

In the event that any employee is laid off or suffers a partial reduction in hours worked as a result of the sub-contracting of bargaining unit work, the Board will provide the employee(s) other employment within the Board with wages and benefits equal to or greater than the employee's(s') current wages and benefits. Alternatively, the board may secure employment for such employee(s) with the Town of Westport provided that such employment provides wages and benefits equal to or better than the employee's(s') current wages and benefits.

In the event that the alternative employment is not covered by the Pension Plan under which such employee(s) is participating, the Board will secure such employee(s) the right to transfer his/her pension accrual so that the time the employee(s) has accrued toward retirement will not have diminished.

Any positions now covered by this Union remain covered by this Union and will not be deemed to have been relinquished by the Union as a result of the subcontracting.

Section 11.8 - Productivity

The Union agrees to cooperate with representatives of the Board in the development and implementation of:

1) job descriptions which accurately reflect work expected of employees and the knowledge, skills and abilities required to qualify for unit positions;

2) a system for evaluating employees' performance and productivity in accordance with standards established by the Board.

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ARTICLE XII
GRIEVANCE PROCEDURE

Section 12.0 - Purpose

The purpose of this procedure is to secure an equitable solution to grievances which may arise, with the proceedings to be kept as informal and confidential as may be appropriate at any level of the procedure. A grievance is defined as any complaint concerning the interpretation or application of the terms of this Agreement. As used in this article, the terms "day", "working days" and "school days" shall be defined as those days on which the Board of Education's central office is open for business. Any member of the Union has the right to discuss a grievance or potential grievance informally with an appropriate member of the administration.

Section 12.1 - Level I - Immediate Supervisor

A member of the Union with a grievance or dispute shall first discuss it with his/her immediate supervisor directly with the objective of resolving the grievance informally.

Section 12.2 - Level II - Director of Human Resources or Designee of the Superintendent

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

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

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

Section 12.3 - Level III - Superintendent of Schools

If the aggrieved member of the Union is still not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within five (5) school days after his/her joint meeting with the Director of Human Resources or designee of the Superintendent, he/she may file his/her written grievance with the President of the Union indicating his/her dissatisfaction and requesting that it be referred to the Superintendent for

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the purpose of resolving the grievance. The Superintendent shall render a decision within ten (10) school days of receipt of the written grievance.

Section 12.4 - Arbitration

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

Section 12.5 - Decision Final and Binding

The decision of the arbitrator(s) of the CSBMA or AAA shall be final and binding upon both parties but shall not contravene or alter the specific terms of this Agreement. Nothing herein shall be construed as a waiver by either party of such statutory rights as either party may have to judicial review or enforcement.

Section 12.6 - Costs of Arbitration

The costs of arbitration shall be borne by the electing party.

Section 12.7 - Union Representation

One (1) steward and the grievant shall be granted time off with full pay for grievance hearings at Level I and Level II of the grievance procedure. One (1) steward, one (1)

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officer and the grievant shall be granted time off with full pay for grievance hearings at all subsequent steps if the grievance is not settled at Level I or Level II.

Section 12.8 - Rendering of Decisions

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

Section 12.9 - Separate Filing

All communications dealing with the proceedings of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE XIII
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 XIV
DURATION

Section 14.0 - Effective Date - Termination

Unless otherwise provided within the body of this Agreement, this Agreement shall become effective upon execution and shall remain in full force and effect without reopening of any kind except as provided in Article IX until June 30, 2028. Negotiations for a successor Agreement shall be governed by applicable law.

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IN WITNESS WHEREOF, the parties have caused their names to be signed on this ____ day of 7/31/2025 2025.
8/4/2025

WESTPORT BOARD OF EDUCATION

DocuSigned by:
Lee Goldstein 8/4/2025
7415010BAA844CD...
Chairperson

WESTPORT SCHOOL MAINTENANCE EMPLOYEES LOCAL 1303-225 OF CONNECTICUT COUNCIL #4, AFSCME, AFL-CIO

DocuSigned by:
Paul Lavallee 7/31/2025
0C9AE84F217644C...
Paul Lavallee
Staff Representative
Connecticut Council #4,
AFSCME, AFL-CIO

DocuSigned by:
8/4/2025
0FBE450E56034C4...
Negotiating Team Member

Signed by:
David Cavallaro 8/4/2025
23E6C67241BA4E4...
Negotiating Team Member

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APPENDIX A
WESTPORT SCHOOL MAINTENANCE EMPLOYEES
WAGE SCHEDULE

BASE SALARY

Effective July 1, 2003, there shall be three classifications of employees with differentiated hourly rates of pay: Master Mechanic (an employee who possesses a license in a skilled trade, *e.g.*, electrical, HVAC, plumbing); Master Carpenter; and Building Maintenance Mechanic.

The hourly rates for the life of the Agreement shall be as follows:

	Master Mechanic	Master Carpenter	Building Maintenance Mechanic
2025-2026	$43.70	$42.51	$36.78
2026-2027	$45.01	$43.78	$37.88
2027-2028	$46.36	$45.10	$39.02

The above wage rates reflect the following general wage increase applied as follows:

2025-2026: 3% general wage increase

2026-2027: 3% general wage increase

2027-2028 3% general wage increase

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APPENDIX B

WESTPORT BOARD OF EDUCATION
DESCRIPTION OF HEALTH BENEFITS

Effective July 1, 2022
Administered by Aetna

High Deductible Health Plan

Plan Features	In-Network	Out-of-Network
Deductible (September 1 through August 31st) Cross accumulation between in and out-of-network and prescription drugs.	$2,000 Individual $4,000 Family	Same as In-Network
Co-insurance Limit	100%	80%
Out-of-Pocket Maximum Cross accumulation between in and out-of-network and prescription drugs. The amount you pay for any services counts towards both your in-network and out-of-network out-of-pocket maximums.	$4,000 Individual $8,000 Family	Same as In-Network
Lifetime Maximum	Unlimited	Unlimited
Preventative Care	Paid in full	Paid in full
Prescription Drug Participating Retail Pharmacy	Participating Retail Pharmacy $5 co-payment – generic $25 co-payment – preferred brand name $40 co-payment - non-preferred brand name Maximum 30 day supply or 100 doses, whichever is less Subject to substitution unless DAW	N/A
Mail Order	$12.50 co-payment – generic $62.50 co-payment – preferred brand name $100.00 co-payment – non-preferred brand name Maximum 90-day supply Subject to substitution unless DAW	N/A

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APPENDIX B-1

WESTPORT BOARD OF EDUCATION

DENTAL BENEFITS
As of July 1, 2007

Administered by Delta Dental

Deductible Per calendar year	$50 deductible applies to Basic and Major Services Maximum family deductible per calendar year is $150
Individual Maximum Benefit	Individual maximum benefit paid per calendar year is $2,500
Covered Charges	If utilizing a Delta Dental participating dentist, the dentist has accepted the reimbursement level. Non-participating dentist outside Delta Dental's network can charge amounts greater than the covered allowance for any procedure and the patient is liable for the balance.
Preventive & Diagnostic **(Type A Services)** Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person); Fluoride Treatment (for children to age 9)	100% reimbursement of usual, customary and reasonable charges Not subject to deductible
Remaining Basic **(Type B Services)** Fillings, Extractions & Root Canals (Endodontics); Periodontal & Oral Surgery; Sealants (to age 16)	80% reimbursement of usual, customary and reasonable charges Subject to deductible
Crowns & Prosthodontics **(Type C Services)** Crowns & Gold Restorations; Repair of Dentures & Removable Prosthodontics; Bridgework, Full & Partial Dentures	50% reimbursement of usual, customary and reasonable charges Subject to deductible
Orthodontia (Adults & Dependent Children) Coinsurance Lifetime Maximum	 50% $2,000

Dependent children are covered to age 25 if enrolled as a full time student in an accredited school or university or living at home with parents and primarily financially dependent upon the employee for support.)

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MEMORANDUM OF AGREEMENT

WHEREAS, the Westport Board of Education (the "Board") and the Westport School Maintenance Employees, Local 1303-225 of Connecticut Council #4, AFSCME, AFL-CIO (the "Union") (together, the "parties") are parties to a collective bargaining agreement covering the period July 1, 2025 through June 30, 2028 (the "Contract"); and

WHEREAS, the Board has approved the closure of Board offices on Juneteenth in honor of the Juneteenth holiday; and

WHEREAS, Article V, Section 5.0 of the Contract provides, in relevant part:

> Bargaining unit members shall have not less than fifteen paid holidays per year during the term of this Agreement. Holidays will be scheduled annually by the Board not later than August 31, and a copy of the annual schedule for the year will be given to the Union President and posted in each school not later than September 1 of each contract year. . . .; and

WHEREAS, the Board wishes to add Juneteenth as a paid holiday for bargaining unit members but does not wish to increase the number of paid holidays to which bargaining unit members are entitled under the Contract in the event Juneteenth is removed from the holiday schedule for any reason; and

WHEREAS, the parties wish to memorialize their understanding regarding these matters.

NOW, THEREFORE, the parties agree as follows:

1. Effective beginning in the 2025-2026 contract year, in any year during the term of this Memorandum of Agreement in which the Board decides to close Board offices in honor of Juneteenth, Juneteenth shall be a paid holiday for bargaining unit members.

2. The Board shall have sole and complete discretion with respect to the decision to close Board offices in honor of Juneteenth, thereby rendering Juneteenth a paid holiday for bargaining unit members.

3. Any decision by the Board to close Board offices in honor of Juneteenth, thereby rendering Juneteenth a paid holiday for bargaining unit members, shall not create a past practice or precedent with respect to (a) the status of Juneteenth as a paid holiday for bargaining unit members and/or (b) the number of paid holidays per year to which bargaining unit members are entitled under Article V, Section 5.0 of the Contract.

4. In the event the Board does not close Board offices in honor of Juneteenth in any given year, Juneteenth shall not be treated as a "floating holiday" that bargaining unit members are permitted to make up which would thereby increase their number of paid holidays from fifteen to sixteen per year. For example, if bargaining unit members are entitled to fifteen paid holidays without the addition of Juneteenth, they would continue to be entitled to fifteen paid holidays in the event the Board does not close Board

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offices in honor of Juneteenth in any given year.

5. All provisions of the Contract (including, but not limited to, Article V) shall remain in effect except to the extent such provisions have been modified by this Memorandum of Agreement.

6. This Memorandum of Agreement shall sunset on June 30, 2028 and thereafter shall have no further force or effect.

WESTPORT BOARD OF EDUCATION

By: DocuSigned by: Lee Goldstein 7415010BAA844CD...

Date: 8/4/2025

WESTPORT SCHOOL MAINTENANCE EMPLOYEES, LOCAL 1303-225

By: DocuSigned by: Paul Lavallee 0C9AE84F217644C...

Date: 7/31/2025

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter "MOA") is made by and between the Westport Board of Education (the "Board") and the Westport School Maintenance Employees Local 1303-225 of Connecticut Council #4 AFSCME, AFL-CIO (the "Union"), both of which are sometimes hereinafter referred to as "the parties."

WHEREAS, the Board and the Union are parties to a collective bargaining agreement covering the period July 1, 2025 through June 30, 2028 (the "CBA"); and

WHEREAS, the parties acknowledge that, for any year during the term of the CBA, the Westport Public Schools Calendar may provide for an early release day for students and staff on the day before Winter Recess (a "Winter Early Release Day"); and

WHEREAS, the Board wishes to acknowledge the efforts of Union members by adjusting the workday, as outlined in Article IV, Section 4.1-A, of the CBA, on a Winter Early Release Day.

NOW THEREFORE, the parties hereby agree as follows:

1. The "Whereas" clauses above are incorporated herein by reference.

2. On a Winter Early Release Day, Union members will receive a full day's compensation but work the equivalent of a 5.5 hour day inclusive of a 30 minute lunch.

3. On a Winter Early Release Day, the Union member's immediate supervisor will develop a work schedule to ensure adequate coverage for District needs. Should a Union member need to work beyond 5.5 hours on a Winter Early Release Day, as approved by their supervisor, the parties agree that the impacted Union member will receive compensatory time up to two hours beyond the 5.5 hour day. Should the additional work time extend beyond a 7.5 hour day, the impacted member will receive additional paid compensation according to overtime rules as defined in Article IV, Section 4.4, of the CBA.

4. This Memorandum of Agreement shall not be used as precedent or cited as practice by either the Board or the Association in any proceeding whatsoever except to enforce the terms of this Agreement.

5. This MOA shall sunset on June 30, 2028 and thereafter shall have no further force or effect.

DocuSigned by:
Paul Lavallee
0C9AE84F217644C...
Union

7/31/2025
Date

DocuSigned by:
Lee Goldstein
7415010BAA844CD...
Board

8/4/2025
Date