

WORKING AGREEMENT

BETWEEN

WESTON BOARD OF EDUCATION

AND

**LOCAL 1303-110 OF
COUNCIL 4 AFSCME, AFL-CIO**

(NON-CERTIFIED EMPLOYEES)

EFFECTIVE

JULY 1, 2017 – JUNE 30, 2020

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WITNESSETH

This Agreement is entered into by and between the Weston Board of Education (hereinafter referred to as the "Board") and Local 1303-110 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I RECOGNITION

- 1.0 The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in respect to wages, hours and other conditions of employment for all regular full-time and regular part-time non-certified employees in the custodial department, maintenance department, office personnel (administrative assistants, clerks, aides) instructional and non-instructional aides, computer and library technicians, school health assistants, nurses, and security specialists; excluding the supervisor of building and grounds; administrative assistant(s) to the Superintendent, the director of finance and operations, the director of digital learning and innovation, the director of facilities, the assistant superintendent, the director of human resources, and the director of pupil personnel services; the finance coordinator; the payroll coordinator; the purchasing coordinator; the food service bookkeeper; the staff accountant; the student activities bookkeeper; the school bookkeeper; the accounts receivable/accounts payable coordinator; the energy education coordinator; the transportation coordinator; the network administrator; the district data coordinator; the systems administrator, the district-wide school security coordinator, all other central office employees, the nurse supervisor; supervisors within the meaning of the Municipal Employees Relations Act (MERA); all employees working less than twenty (20) hours per week; and all employees outside the scope of MERA.
- 1.1 The term "Board of Education" or "Board", as used in this Agreement, shall mean the Board of Education or its designee.
- 1.2 The term "Superintendent of Schools" or "Superintendent" as used in this Agreement shall mean the Superintendent of Schools or his/her designee.

ARTICLE II UNION SECURITY

- 2.0 All employees in the bargaining unit shall, as a condition of employment, become members of the Union in good standing, or pay a service fee for the duration of this Agreement or any extension thereof, within thirty (30) days of the employee's date of hire or the effective date of this Agreement, whichever is later. Employees may discontinue membership in the Union at any time but shall, as a condition of continued employment, pay a service fee. Said fee shall be no greater than the existing Union dues and shall be an amount determined by the Union in accordance with applicable law.
- 2.1 The Board agrees to deduct dues or service fees as noted above from an employee's pay upon receipt of a signed authorization card by the employee involved.

- 2.2 Deductions will be made on one (1) payday of each month, as determined by the Board, and transmitted to a person designated in writing by the Union not later than ten (10) days following the deduction. The Board shall deduct dues and service fees in the amount certified in writing by a duly designated officer of the Union as the dues payable under the constitution and bylaws of the Union.
- 2.3 The Union agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, actions taken by the Board for the purpose of complying with the provisions of this article.

ARTICLE III HOURS OF WORK AND OVERTIME

- 3.0 Hours of work shall be determined by the Board consistent with operational requirements in the interest of education in the Weston school system. The normal workweek shall be from Monday through Friday in accordance with the existing schedule, provided however that the Board reserves the right to establish Tuesday through Saturday shifts for custodial and/or maintenance employees employed after July 1, 2004. The Board further reserves the right to establish Sunday through Thursday work shifts ("Alternative Shift Schedule") for groundskeepers employed after July 1, 2012. Employees will be given two (2) weeks' notice prior to any changes in any schedule.
- 3.1 Meal periods and compensation therefor, if any, shall be as follows: (a) full-time, day employees shall receive a thirty (30) minute lunch period, with pay, to be taken at a time determined by the Superintendent or his/her designee; and (b) full-time, eight (8) hour night employees, who are scheduled to start work at 2:30 p.m. or later, will receive a thirty (30) minute meal period with pay.
- 3.2 All hours worked and paid for by the Board of Education in excess of eight (8) hours in any one (1) day shall be paid at the rate of time and one half.
- 3.3 All hours worked and paid for by the Board of Education in excess of forty (40) hours in one (1) week shall be paid at the rate of time and one half.
- 3.4 All hours worked on Sunday, except as part of an Alternative Shift Schedule as described in Section 3.0 above, shall be paid at the rate of double time (2x). Hours worked as part of an Alternative Shift Schedule shall be paid at straight time unless they constitute overtime as provided under Sections 3.2 or 3.3 above.
- 3.5 All hours worked on a date actually celebrated as a contractual holiday under the provisions of Article V and paid for by the Board of Education shall be paid at the rate of double time (2x) plus the normal holiday pay.
- 3.6 When it is necessary to close school because of emergencies such as inclement weather, power loss, flooding, etc., fifty-two (52) week employees who report to work no later than two (2) hours beyond normal starting time shall be paid for their first two (2) scheduled hours of work and each additional hour worked. Fifty-two (52) week

employees who are unable to get to work may charge the day to personal leave or an earned vacation day or will be granted a leave of absence without pay. Early Dismissal - in the event that it is necessary to close school before the completion of a normal school day (early dismissal), all non-fifty-two (52) week employees who are at work at that time will be paid for their complete normal working day, provided they leave after being released by the principal or his/her designee no earlier than one-half hour after the last school bus has left their school. Such employees assigned to work in the central office shall leave after being released by the Superintendent or his/her designee no earlier than one-half (1/2) hour after the last bus in the system has departed. Delayed Opening - in the event that it is necessary to delay the opening of school for any reason, all non-fifty-two (52) week employees who report to work at the prescribed delayed time will be paid for their complete normal working day. The foregoing provisions do not apply to custodial and maintenance staff, who are required to report to work as assigned for snow removal.

- 3.7 The Board shall determine when overtime shall be worked. Employees shall be required to work such reasonable amounts of overtime as scheduled by the Board on a rotating schedule established by the Board. Failure to accept an overtime assignment shall place that employee on the end of the overtime assignment list, provided that repeated failure to accept overtime assignments (more than two (2) failures in a row or four (4) failures in any sixty (60) calendar day period if the employee was given at least twenty-four (24) hours' notice of the overtime assignment) shall result in disciplinary action. Overtime for facilities employees (custodian/groundskeepers and maintenance) due to snow removal or storm clean-up ("Storm Overtime") is mandatory. Any refusal to accept Storm Overtime of up to eight (8) hours per calendar day will result in disciplinary action. Storm Overtime shall not be mandatory for a particular employee when 100% of the refused Storm Overtime shift occurs on either; (i) the employee's approved vacation day, (ii) a school holiday listed in Article V, Section 5.0 of this Agreement in which the employee is not otherwise scheduled to work, or any other day during which the employee is not otherwise scheduled to work. However, employees refusing Storm Overtime will otherwise be subject to the requirements listed in this section. Employees absent from work on a Friday shall not be eligible for that weekend's overtime assignments, and employees absent from work on a Monday shall not be eligible for work on the following weekend. The Board will endeavor to give employees advance notice of overtime work whenever possible, but nothing herein will require the Board to provide a specific amount of notice of overtime work. In the event that a facilities employee refuses Storm Overtime as a result of being sick, that employee will be required to provide a note from his/her health care provider stating (1) that the employee was ill at the time of the Storm Overtime shift refused and (2) that the employee is able to return to work.
- 3.8 Any employee who has left the Board's premises and who is called back to work in extenuating circumstances for a period not contiguous to his or her regular shift, shall receive a minimum of three (3) hours pay at the applicable rate. Multiple callbacks occurring within the same three (3) hour period shall be considered the same call and the employee will not receive the guaranteed minimum of three (3) hours for the second call.

3.9 At the direction of the administration, Security Specialists will be required to work on all teacher and/or staff professional development days. Security Specialists will also be required, at the direction of the administration, to work during the time of such professional development when there is a delayed opening or early dismissal scheduled for that purpose. Notwithstanding any provision in Article III to the contrary, any hours worked by Security Specialists during professional development will be paid at straight time unless the total hours worked in a given work week exceed forty (40) hours or in any one day exceed eight (8) hours. Security Specialists will be notified of when they will be required to work the additional time described in this Section by the August 15 preceding the date(s) on which they will be required to work such additional time.

3.10 Before using any help from outside of the bargaining group during school hours for custodial work, the Board shall first offer such opportunities to any other custodial employees whose shifts permit them to perform the work in addition to their scheduled shift. The Board will notify the custodial employees who are available for the assignment of the length of the needed assignment. If no other custodial employee is available and interested in the assignment as described by the Board, the Board may use an outside contractor(s) to perform the work. If the Board determines that the assignment is projected to last more than five (5) working days, and there is insufficient availability and interest from other custodial employees to cover all shifts within the assignment, the Board may use an outside contractor(s) for all remaining shifts of the needed assignment. Notwithstanding the foregoing, the Board reserves the right to continue to utilize bargaining unit employees from other classifications to work custodial shifts and to determine the length of shifts. The Board further reserves its right to choose whether to fill shifts or any part of shifts, and otherwise reserves all of its management rights.

3.11 Certain 182 day employees may be required to work an additional day for a total of 183 days in any school year. If certain employees will be required to work an additional day in a school year for a total of 183 days, those employees will be notified of the date they will be required to work by the July 1 preceding the school year in which they will be required to work such additional day.

3.12 The language in this section will supersede the Memorandum of Understanding between the parties ratified by the Board on May 15, 2017

1. In accordance 3.7 above, overtime for facilities department employees will be assigned on a rotating schedule. Facilities department employees include custodians, groundskeepers, maintenance employees, and security specialists. The Board will establish lists of each classification of facilities department employees to be assigned overtime which will be in seniority order ("District List"). In addition, the Board will establish a list of custodians, and a list of security specialists, at each of the four (4) school buildings in seniority order ("Building List").

2. When assigning overtime for custodial work in a particular school building, the Board will follow this process:

- (a) The overtime assignment will be offered to the individual on the custodian Building List for that school whose name appears immediately after the last individual on such custodian Building List who was offered an overtime assignment in the building.
- (b) If the employee in subsection (a) above does not accept the assignment, the Board will offer the overtime assignment to the next person on such custodian Building List, and so on.
- (c) If no custodian on such custodian Building List accepts a given overtime assignment, then the same process will be followed using each of the other facility department District Lists in the following order: (1) custodians; (2) groundskeeper; (3) maintenance; (4) security.
- (d) If no one on any of the facilities department District Lists accepts the overtime assignment, the Board may (i) use individual(s) from outside the bargaining group to perform the overtime assignment and/or (ii) assign mandatory overtime to custodians in reverse seniority order.

3. When assigning overtime for grounds-keeping work, the Board will follow this process:

- (a) The overtime assignment will be offered to the individual on the groundskeeper District List whose name appears immediately after the last individual on the groundskeeper District List who was offered an overtime assignment.
- (b) If the employee in subsection 4(a) above does not accept the assignment, the Board will offer the overtime assignment to the next person on the groundskeeper District List, and so on.
- (c) If no groundskeeper on the groundskeeper District List accepts a given overtime assignment, then the same process will be followed using each of the other facility department District Lists in the following order: (1) custodians; (2) maintenance; (3) security.
- (d) If no one on any of the facilities department District Lists accepts the overtime assignment, the Board may use individual(s) from outside the bargaining group to perform the overtime assignment and/or assign mandatory overtime to groundskeepers in reverse seniority order.

4. Overtime for security specialists shall only be offered to security specialists as follows:

- (a) The overtime assignment will be offered to the individual on the security Building List for that school whose name appears immediately after the last individual on such security Building List who was offered an overtime assignment in the building.
- (b) If the employee in subsection (a) above does not accept the assignment, the Board will offer the overtime assignment to the next person on such security Building List, and so on.
- (c) If no security specialist on such security Building List accepts a given overtime assignment, then the same process will be followed using the security District List.
- (d) If no one on the security District List accepts the overtime assignment, the Board may use individual(s) from outside the bargaining group to perform the overtime assignment and/or assign mandatory overtime to security specialists in reverse seniority order.

5. As the work performed by maintenance department employees is often specialized (plumbing, electrical, carpentry, etc.), the Board may assign overtime for specialized work to the individual maintenance employee with the specialized skill.

6. Except as provided in Section 8 below, non-specialized overtime work for maintenance shall be offered as follows:

- (a) The overtime assignment will be offered to the individual on the maintenance District List whose name appears immediately after the last individual on the maintenance District List who was offered an overtime assignment.
- (b) If the employee in subsection 7(a) above does not accept the assignment, the Board will offer the overtime assignment to the next person on the maintenance District List, and so on.
- (c) If no maintenance employee on the maintenance District List accepts a given overtime assignment, then the same process will be followed using each of the other facility department District Lists in the following order: (1) custodians; (2) groundskeepers; (3) security.
- (d) If no one on any of the facilities department District Lists accepts the overtime assignment, the Board may use individual(s) from outside the bargaining group to perform the overtime assignment and/or assign mandatory overtime to maintenance employees in reverse seniority order.

7. In the event that non-specialized overtime work for maintenance is on a special project, the Board may continue to use the same employee assigned overtime in accordance with Section 6 above until the special project is complete. If such employee(s) is unavailable to work the

overtime due to illness or other permitted absence, the District will assign the overtime work in accordance with this Agreement to another maintenance employee pursuant to Section 6 above. Non-specialized maintenance special project work is work assigned within a regular or overtime shift that has not been completed within the shift, or which lasts for two or more consecutive days, so long as the work does not continue indefinitely on a regular basis.

8. If overtime is scheduled for non-maintenance special project work, the employee(s) assigned to the project will be scheduled to work the overtime on the project. If such employee(s) is unavailable to work the overtime due to illness or other permitted absence, the District will assign the overtime work in accordance with this Agreement to an employee(s) in the same classification as the employee(s) who is unavailable to work the overtime. Special project work is work assigned within a regular or overtime shift that has not been completed within the shift, or which lasts for two or more consecutive days, so long as the work does not continue indefinitely on a regular daily basis.
9. The determination of whom to call from a Building List or District List as described above shall be made by an individual outside of the Union bargaining group. Following such determination, other employees, including bargaining unit employees, may contact the employees on the Building List or District List regarding overtime assignments. When an employee is contacted for an overtime assignment, the individual contacting the employee will record whether or not the employee accepted the assignment and the length of the assignment. Notwithstanding the foregoing, the Board is not required to offer overtime assignments on an equal time basis. Rather, assignments will be offered on a rotating basis regardless of the length of the assignments, consistent with the provisions of the Contract and this Agreement.
10. The Board reserves the right to assign overtime, to determine whether overtime will be assigned, and the length of any overtime assignment.
11. Notwithstanding the foregoing, the provisions of Article III, Section 3.7 of the Contract remain in force. Further, the Board reserves its rights to use outside services to perform specialized projects and functions in keeping with past practice.
12. An employee will be considered unavailable for overtime when they are on an approved vacation and during any contiguous holiday or weekend. Unavailability for this reason shall not be considered a “failure to accept overtime” as that terminology is used in Article III, Section 3.7 of the Contract. Notwithstanding the foregoing, this Section shall not amend the language of Article III, Section 3.8 (re: call backs).

ARTICLE IV SENIORITY

- 4.0 Seniority shall be defined as the length of an employee's continuous service with the Board in a position covered by the bargaining unit since that employee's last date of hire, unbroken by discharge, unauthorized absence, voluntary termination or layoff in excess of the call-back period defined elsewhere herein.
- 4.1 No employee shall attain seniority or other rights under this Agreement until he/she has been continuously on the payroll of the Board of Education for a period of sixty (60) working days when schools are in session. This period shall be extended by one day for each day an employee is absent from work for illness or other cause. During such period, that employee shall be on probation and may be terminated by the Board at its sole discretion for any reason whatsoever, and neither the employee nor the Union, on the employee's behalf, shall have recourse to the grievance procedure provisions of this Agreement.

Medical and life insurance benefits as described in Article VII will commence no later than on the first day of the first full calendar month after the date of employment (provided that employment commences at least fifteen days before the first day of the next calendar month). The accrual of sick leave benefits as described in Article VIII will commence on the first day of the first full calendar month after thirty (30) continuous calendar days. Five (5) sick leave days shall be advanced to a new employee on his/her first day of employment. If the employee leaves the Board's employ before he/she has accrued sick leave taken, he/she shall repay any such advanced and unearned sick leave days upon termination of employment.

- 4.2 Vacation selection and shift selections shall be made on the basis of seniority.
- 4.3 Upon request, the Board will annually furnish the Union with a seniority list showing the length of service of each employee in the bargaining unit and the position assigned to such employee.
- 4.4 Seniority will be one factor considered in making job assignments, including but not limited to, transfers, non-disciplinary demotions, and promotions, along with such other factors as skill and ability, past performance and the needs of the Weston school system. A promoted employee shall be subject to a sixty (60) work day test period in his/her new position when schools are in session. At any time prior to the conclusion of this test period, the administration may determine that the employee is not appropriate for the new assignment. In such a case, the employee shall return to his/her previously held position or a job in the same pay category.
- 4.5 In the event of layoff, the employee with the least seniority within the affected job classifications as listed in Appendix A shall be laid off first. Notwithstanding the foregoing, in its discretion the Board reserves the right to deviate from seniority to retain a less senior employee within the classification based on district needs, and/or special training or experience of potentially-affected employees, provided that the Board shall not exercise this discretion in an arbitrary manner. Employees shall have the right to

bump the least senior employee in the same or lower pay grades within the categories they work (i.e., custodial and/or maintenance, secretarial, paraprofessional, nurse) provided that they are capable of performing the work required for the position into which they would bump. Employees shall not be permitted to bump into a higher job classification.

Whenever a bargaining unit position becomes available while any bargaining unit employee who previously held the position is on layoff, it shall be offered to the laid off employee(s) within the applicable category (custodial/maintenance, secretarial, paraprofessional, nurse) in order of their seniority provided that such new assignment does not constitute a promotion. If no such laid off employee accepts the position, the Board may fill the position from other sources in accordance with Section 12.5.

Employees shall retain recall rights for eighteen (18) months from the date of layoff, and, upon reinstatement during this eighteen month period, shall be credited for all previously accrued seniority. Notice of recall shall be sent to the individual employee's last known address. It shall be the laid off individual's responsibility to notify the Superintendent of Schools of his/her current address. An individual who declines an offer of re-employment shall forfeit recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after mailing thereof shall be deemed a refusal to accept re-employment. Returning individuals must return to work within fourteen (14) calendar days from the date of the mailing of the notification or the date the position becomes open, whichever occurs later.

- 4.6 Whenever a custodian opening becomes available, the opening shall first be offered to current employees within the classification whose shift begins after 2:30 p.m. In order for such employee to be eligible for the opening, he/she must have received an overall "satisfactory" evaluation on his/her last evaluation and must not have had any documented disciplinary incidents within the last twenty-four (24) months.
- 4.7 Seniority lists will be provided in accordance with Section 4.3. Whenever two (2) or more employees have been hired effective the same day, seniority between those employees shall be determined as follows:
 - (a) The birthdates (month and day only) will be identified for the affected employees.
 - (b) Twelve (12) slips will be prepared with each slip bearing the name of one of the months of the year and the specific date (January 1, February 1, March 1, etc.). The slips will be placed in a container.
 - (c) A staff member outside of the bargaining group will pull a slip from the container in the presence of representatives from the administration and the Union.
 - (d) Seniority will be established using each birthdate with the birthdate soonest after the selected date indicating the highest seniority, the next soonest after the selected date having the second highest seniority, and so on.

ARTICLE V HOLIDAYS

5.0 For employees who are employed on a 12 month or fifty-two (52) week-per-year basis, the following holidays shall be observed as days off with full pay:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
	Day before New Year's Day

5.1 Employees working a schedule corresponding to the school year (182 days) shall be entitled to the following paid holidays:

Labor Day	Martin Luther King, Jr. Day
Columbus Day	Good Friday
Day after Thanksgiving	Memorial Day
Veterans Day	Thanksgiving Day

Employees working a two hundred (200) day calendar shall be entitled to the following paid holidays:

Labor Day	Martin Luther King, Jr. Day
Columbus Day	Day after Thanksgiving
Veterans Day	Good Friday
Thanksgiving Day	Memorial Day

5.2 The above holidays shall be celebrated on the date declared by the state or federal government, or in lieu thereof, by the Board of Education, as the official day of celebration and only when schools are not in session. In the event school is in session on the above holidays, the Superintendent of Schools or his/her designee shall be solely responsible for determining when such day may be taken, consideration being given to the schedule and work load in each building.

5.3 In order to qualify for holiday pay, an otherwise eligible employee shall have worked on the first regularly scheduled workday prior to and the next regularly scheduled workday following the holiday within the workweek except when specifically excused by the Superintendent of Schools or his/her designee.

5.4 Employees scheduled to work on holidays deemed to be essential to their religious beliefs may, after appropriate notice to the Superintendent or his/her designee, receive time off for the observance of such holidays by charging the time to available personal leave under Section 8.1. An employee's request for unpaid leave for religious reasons shall be governed by Title VII of the Civil Rights Act of 1964.

ARTICLE VI PENSIONS

6.0 All Weston Board of Education employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement Fund, Plan B.

ARTICLE VII HEALTH AND LIFE INSURANCE

7.0 All eligible employees and their families shall be provided with medical insurance, including riders currently provided, for health and medical benefits. Except as provided below, each eligible employee and his or her eligible dependents will participate in a High Deductible Health Insurance Plan with Health Savings Account (HD-HSA) with a combined in-network deductible of \$2,000/\$4,000, of which the Board will contribute sixty-five percent (65%) effective July 1, 2015. Effective July 1, 2016, the Board will contribute sixty-percent (60%) of the in-network deductible for all job classifications listed in Article XVII Sections 17.0, 17.1, and 17.2 in two equal installments. Effective July 1, 2016, the Board will contribute fifty-five percent (55%) of the in-network deductible for all job classifications listed in Article XVII Sections 17.3 and 17.4 in two equal installments. In order to be eligible for the HD-HSA plan each employee must make a premium cost contribution through payroll deductions as noted in Section 7.4 below.

7.1 HRA. Employees who are not eligible for the HD-HSA can participate in an HRA with the same terms as the HD-HSA except as otherwise provided by law. Employer funding to the HRA shall include a rollover feature allowing any unused HD-HSA deductible funds to be rolled over up to the amount of the deductible

Employees who are eligible for the HD-HSA may also choose instead to participate in an HRA with the same terms as the HD-HSA except as provided by law. In the event that such an employee chooses an HRA, the Board's contribution to the deductible will be governed by the terms of Section 7.0 above and Appendix C except as otherwise provided by law. However, the Board's contribution toward the deductible will be made on the first business day of July.

7.2 The Board shall provide dental insurance with an annual calendar year maximum of \$1500 for all staff and their dependents. The amount of coverage will be as follows:

Diagnostic and Preventative Services	100%
Basic Service	80%
Major Service	50%

The employee dental insurance contribution shall be equal to the HD-HSA percentage of contribution as stated in Section 7.4 below.

7.3 The Board shall provide life insurance for employees with premiums paid by the Board, in the amount of \$10,000 or the employee's annual salary, whichever is greater.

7.4 The premium cost sharing for participating employees is as follows:

HD-HSA

Employees' rate of contribution to the HD-HSA for individual, two (2) persons, and family coverage shall be

a. 13.5% of applicable plan cost.

7.5 To be eligible to receive these benefits, each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his or her share of the cost of benefits set forth above. Each employee will be informed of the amount of the increase in writing prior to the first or any revised deduction. An employee may forego or withdraw from full coverage rather than pay his or her share of the cost of benefits. An employee who forgoes or withdraws from full coverage rather than pay his or her share of the cost of benefits must satisfy any existing reentry conditions or limitations of the plan.

7.6 Basic provisions of the insurance plan are described in Appendix C.

7.7 The Board shall have the right, upon thirty (30) days prior notice to the Union, to change carriers and/or administrators so long as equivalent coverage is maintained.

7.8 For employees hired prior to July 1, 2004, the Board shall provide and pay 35% of the premium costs for the health insurance benefits specified in Sections 7.0, 7.1, and 7.2 of this Article for all employees who retire under the provisions of Article VI (Pensions) with a combination of age + service years equal to a numerical sum of 70 and who are immediately eligible to receive benefits from the pension plan at the time of retirement. However, the Board will provide this benefit only until the retiree reaches age 65. The benefit described in this paragraph will only be available to those Eligible Employees who retire prior to December 22, 2016.

Employees hired subsequent to July 1, 2004, are covered by MERF Plan B as listed in Article VI only.

7.9 As used in this Article, "premium cost" shall mean the "projected cost" for self-funded plans and the premium cost for fully funded plans.

7.10 The parties shall establish a Health Insurance Issues Study Committee ("the Committee"), composed of three (3) members appointed by the Superintendent and of three (3) members appointed by the Chairperson/President of the Union, and co-chaired by the Director of Human Resources/Internal Counsel and the Chairperson/President of the Union. The charge of the

Committee shall be to study and report back to the Board and the Union on current developments in employer-provided health insurance plans, including alternative delivery models (e.g., private exchanges, public exchanges) as may be permitted by law. The Committee shall commence its work no later than June 2, 2016, and it shall report back to the Board and the Union no later than October 15, 2016. Establishment of such Committee is subject to the exclusion of the Committee's proceedings from the requirements of the Freedom of Information Act.

Subject to agreement between the Board and the other bargaining groups, the Committee will include an equal number of members from each bargaining group and will be co-chaired by the Director of Human Resources/Internal Counsel and the Chairperson/President of each union.

ARTICLE VIII LEAVES OF ABSENCE

8.0 Sick leave shall be defined as an employee's absence from duty with pay for reasons of personal illness or injury which renders the employee unable to work, except where such illness or injury arises in the course of employment by an employer other than the Board or where such illness or injury is compensable under State law. Except as provided in the third sentence of the second paragraph of Article IV, Section 4.1, each eligible employee will be granted five (5) sick days at the beginning of each fiscal year (July 1). Sick leave shall be earned by each employee at the rate of one and one-quarter (1-1/4) days per month of annual service to an annual maximum total of ten (10) additional sick days. The yearly accrued maximum will not exceed fifteen (15) days. Non-fifty-two (52) week employees will earn a pro-rated maximum total based upon the full year (52 week) maximum of fifteen (15) days. Sick leave not used in any year shall be accumulated to a maximum of one-hundred (100) days. Upon application, the Board may, in its sole discretion, grant additional sick leave days to any employee who has accumulated one-hundred (100) sick days and who has an extended illness or injury that exceeds one-hundred (100) working days. For employees hired prior to July 1, 1994, upon termination after three (3) years of continuous employment, for any reason other than discharge, the employee shall receive the accumulated sick leave days in a lump-sum payment to a maximum of forty (40) days. In the event of the death of an employee who has been employed by the Board for at least three (3) continuous years, the family or the estate of the individual shall receive the accumulated sick leave as a lump-sum payment.

For employees hired to commence work on or after July 1, 1994 and on or before June 30, 2012, upon termination after six (6) years of continuous employment, for any reason other than discharge, the employee shall receive the accumulated sick leave days in a lump-sum payment to a maximum of forty (40) days. In the event of the death of an employee who has been employed by the Board for at least fifteen (15) years, the family or the estate of the individual shall receive the accumulated sick leave as a lump-sum payment.

Employees hired on or after July 1, 2012 shall not be entitled to receive payment for accumulated sick days.

Employees may use up to five (5) of their sick leave days accrued during the contract year for family illnesses. Family shall be defined as: spouses, relatives or other persons living in the same household, and parents.

Employees shall continue to have access to sick time in one quarter (1/4), one half (1/2), three quarter (3/4) and full day (1) increments.

- 8.1 Regularly employed personnel hired prior to July 1, 1987 will be accorded two (2) personal leave days per calendar year for pressing personal reasons that cannot be conducted outside of the regular work day. Application for such leave must be made as far in advance as is possible, and shall be in writing to the Superintendent or his/her designee. Employees must include a reason for personal leave requests for time taken on or after May 1st of each contract year. Such leave shall be granted in whole or half-day increments, and it must be approved in advance by the Superintendent or his/her designee in a timely manner. Time off under this Section shall be with full pay. Regularly employed personnel hired on or after July 1, 1987 will be accorded ~~one~~ two (2) personal leave days per calendar year for pressing personal reasons that cannot be conducted outside of the regular work day. For all employees, one (1) unused personal day may be carried over each year to a maximum accumulation of three (3) days. Under this Section, absence for personal reasons shall not be granted for the day immediately preceding or following any holiday or vacation day listed in the school calendar unless approved by the Superintendent or his/her designee in his/her sole judgment and shall be requested in writing on an application filed with him/her at least one (1) calendar week in advance of the day requested. Upon the prior approval of the Superintendent, employees shall be allowed up to two (2) days with pay per year for the observance of religious holidays when these days come on a scheduled school day.
- 8.2 Regularly employed personnel shall be entitled to emergency leave with pay during the school year as follows:
 1. Up to five (5) days for a death in the immediate family (spouse, child, mother, father, sister, brother, stepchild, stepmother, stepfather, stepsister, and stepbrother).
 2. Up to three (3) days for the death of another relative who is a member of the staff's household or a grandparent, grandchild or in-law (daughter-in-law, son-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law).
 3. One day for the death of a relative not listed above.
 4. Additional time, dependent upon circumstances, may be granted at the discretion of the Superintendent or his/her designee.
- 8.3 Employees required to serve on jury duty shall be compensated for the difference between their regular salary and the amount received from the court after serving jury duty. It shall be the responsibility of the employee to provide records to the Superintendent or his/her designee to verify such service.

8.4 For those employees hired prior to July 1, 1987, the Board shall, for a period not to exceed fifty two (52) weeks, supplement workers' compensation for employees injured on the job as a result of an injury determined under the Workers' Compensation Act to have been a job-related injury by the difference between workers' compensation and their normal weekly earnings, excluding overtime and premium pay. Employees hired on or after July 1, 1987 shall receive the supplemental benefits of this Article for a period not to exceed thirty-nine (39) weeks.

8.5 Childbearing leave shall be provided consistent with federal and state law.

8.6 Sick leave as provided above under Section 8.0 shall be used only for sickness or off-the-job injury. Employees who are absent for more than three (3) consecutive scheduled workdays or on any day immediately before or after a paid holiday or vacation period shall be required to produce a physician's certificate at their own expense upon request. Further, the Board may request, and employees shall be required, to produce a physician's certificate in cases where sick leave is being abused. In such cases, the Board will reimburse the employee for the expense of the physician's certificate. During the course of any paid or unpaid leave granted for medical reasons (including leave due to work-related injuries or illness) which extends for more than ten (10) work days, the Superintendent of Schools may periodically require an employee to provide a statement from his/her physician indicating the anticipated date the employee will return to work and either the nature of the illness or the disability or the fitness of the employee to return to work. The Superintendent may require the employee to undergo an examination by a Board appointed physician to verify this information.

Employees who hold more than one (1) assignment, and who report, on any given day, that they are sick for one (1) assignment but not the others will be required to provide a physician's certificate for the portion of the day in which they report sick.

8.7 Upon request, the Superintendent or his/her designee may, in his/her sole discretion, grant an employee a leave of absence without pay, and neither the employee, nor the Union on the employee's behalf, shall have recourse to the grievance procedure provisions of this Agreement as a result of any action taken or not taken by the Superintendent under this Section. An employee granted such a leave for medical reasons, verified in writing by a physician, shall receive insurance benefits provided under Article VII for a period of one year from the commencement of the leave. An employee granted an unpaid leave due to an illness in the family shall receive insurance benefits set forth in Article VII for a period of sixty (60) days from the commencement of the leave. An employee granted an unpaid leave for other reasons shall receive insurance benefits for a period of thirty (30) days from the commencement of such leave.

8.8 Sick leave benefits will commence in accordance with the provisions of Section 4.1.

8.9 With regard to any leave of absence granted to an employee under any Section of this Article (excluding sick leave), the following rules shall apply: An employee intending to return from a leave at the commencement of a school year shall file a notice of such intention with the Superintendent of Schools on or by April 1, preceding the scheduled date of return. Employees required to return on a date other than at the commencement of

a school year shall file a notice of intent to return on or by the date established by the Superintendent of Schools at the commencement of the leave. An employee who fails to file a notice of intent to return with the Superintendent of Schools by the required date shall be deemed to have resigned from the employ of the Board of Education effective on the date established for the filing of the notice.

ARTICLE IX VACATIONS

9.0 Each full-time 12-month employee, upon completion of the following service as of August 31, shall receive vacation leave as follows effective July 1 of that year:

- (a) Newly hired 12-month employees, shall accrue vacation days at the rate of one (1) day per two (2) months of employment in their first year of employment. Such accrued vacation days shall not exceed five (5) days. For the purposes of this subsection, the accrual of vacation days during an employee's first year of employment will begin on the employee's actual date of hire.
- (b) Employees with seven (7) or more months of service by the August 31 following their date of hire shall be credited with one year of service for purposes of determining vacation days and will be eligible for ten (10) vacation days effective July 1 of that year.
- (c) Employees with less than seven (7) months of service by the August 31 following their date of hire shall continue to accrue vacation days at the rate of one day per two months of employment to a maximum of six (6) vacation days in their first full (12 months) calendar year. (Example: An employee hired in March shall accrue two vacation days by June 30th and will accrue six vacation days effective July 1st through the remainder of the full 12-month work year.)
- (d) In all cases, employees in these categories are not eligible to carry over vacation days into the next contract year, until they are credited with the full year ten (10) days vacation allotment.

Thereafter, vacation accrual shall be as follows.

1 year	-	10 days
5 years	-	15 days
11 years	-	20 days
16 years	-	21 days
17 years	-	22 days
18 years	-	23 days
19 years	-	24 days
20 years	-	25 days

9.1 All vacations are subject to the written approval of the school administrator and the Superintendent of Schools or his/her designee. Approval of requested vacations shall be

based upon the best interests of the Weston school system. Vacations shall be taken only during times specifically approved by the Superintendent of Schools or his/her designee. Vacations shall not be capriciously or arbitrarily denied. All requests for vacations during the months of July and August shall be made no later than April 30 and shall be acted upon by the Superintendent of Schools or his/her designee no later than May 31. All other requests for vacation shall be made no later than forty-five (45) days in advance of the requested vacation and shall be acted upon by the Superintendent of Schools or his/her designee no later than thirty (30) days in advance of the requested vacation. The Superintendent of Schools shall designate consecutive weeks, normally during the months of July and August or during school vacations, as the vacation period for all employees eligible for vacation benefits under this Agreement. If conflicts exist concerning vacation, seniority within the building shall take preference. If conflict exists concerning vacation for custodial, maintenance, and grounds employees, seniority within the district shall take preference. The foregoing schedules may be modified by the Superintendent or his/her designee if operational needs require, or in case of compelling personal hardship.

- 9.2 Holidays which fall within the vacation period shall be counted as holidays rather than vacation days. Days on which a staff member has an approved vacation day, and on which the Superintendent has closed school and instructed the staff member not to report to work, shall be counted as emergency closing days and not charged as vacation days.
- 9.3 Up to five (5) days vacation leave may be carried over for one (1) additional year, upon the prior approval of the Superintendent or his/her designee.
- 9.4 Subject to the provisions of Section 9.0 above, length of service for the purpose of vacation eligibility shall be computed from the employee's date of hire.
- 9.5 Employees who are entitled to receive vacations shall receive vacation pay based upon their normal straight-time earnings.
- 9.6 Upon termination of employment, for any reason other than discharge, employees shall be paid at their then rate of pay for all unused accrued vacation days.
- 9.7 Vacation days will only be granted in half-day increments and will not be approved during the five (5) work days after the close of the school year and during the ten (10) work days before the opening of the new school year unless otherwise approved by the Superintendent of Schools or his/her designee as a special exception.

ARTICLE X DISCHARGE AND DISCIPLINE

- 10.0 No employee shall be discharged or disciplined without just cause.
- 10.1 Disciplinary actions shall normally include: (a) verbal warning, (b) written warnings, (c) suspension without pay, and (d) discharge. Such actions shall normally be applied in a progressive disciplinary fashion. However, it is also recognized that the specific nature or

seriousness of the offense may render progressive discipline inapplicable to the situation. In those situations the Board shall apply discipline appropriate to the infraction.

10.2 Any employee who is absent without notice for a period of three (3) consecutive workdays will be considered to have voluntarily resigned, unless the employee can demonstrate that the giving of such notice was impossible.

ARTICLE XI GRIEVANCE PROCEDURE

11.0 A grievance is hereby defined as a claimed violation of the meaning, application or interpretation of this Agreement. A grievance must be in writing and in addition may be discussed orally and must set forth the specific section(s) of the contract alleged to have been violated, a short statement of facts and the relief requested.

11.1 The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues that may arise from time to time with respect to the provisions of this Agreement. It is therefore urged that the parties attempt to resolve informally all disputes. All grievances shall be in writing and must be filed with the building principal or the employee's non-bargaining unit supervisor, whomever the Superintendent designates, within twelve (12) workdays of the time the grievant knew of or should have known of the act or omission registered in the complaint.

11.2 Grievances shall be processed in accordance with the following steps and time limits.

11.3 Step I. The written grievance shall be taken up between the employee and/or his/her steward and the principal or non-bargaining unit supervisor within ten (10) workdays of the submission of the written grievance. The principal or supervisor shall answer the grievance in writing within ten (10) working days after the meeting with the employee and/or Union representative.

11.4 Step II. If the employee is dissatisfied with the answer at this level, the employee or Union may file a written appeal within five (5) working days of the receipt of the answer at Step I with the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall hold a meeting with the grievant, steward and one (1) Union officer within eight (8) workdays of the receipt of the written appeal and shall issue an answer in writing within five (5) work days of the meeting.

11.5 Step III. If the employee or the Union is dissatisfied with the response of the Superintendent of Schools or his/her designee, the employee may file a written appeal within five (5) working days of the receipt of the answer in Step II with the Board of Education. The Board of Education or its designated committee shall hear the grievance within fifteen (15) days from receipt of the employee's written appeal and shall issue a written answer to the grievance within ten (10) working days of hearing the grievance.

11.6 Step IV. If the employee is dissatisfied with the response of the Board of Education, the grievance may be submitted by the Union to the Connecticut State Board of

Mediation and Arbitration (CSBMA) for mediation and, if the grievance is not settled in mediation, the grievance may be submitted by the Union for arbitration to the CSBMA or, at the Board's option, the American Arbitration Association (AAA). In cases where the Board has elected to have the grievance submitted for arbitration to the AAA, it will pay any additional costs which may be incurred as a result of using the services of the AAA rather than the CSBMA. Any request for mediation or arbitration shall be in writing and a copy submitted to the Superintendent of Schools. The request for mediation shall be made within ten (10) days of the Board's decision in Step III. The arbitration decision of the CSBMA or the AAA as the case may be, shall be final and binding on both parties.

- 11.7 It is agreed that time is of the essence in the grievance procedure. All time limits, however, may be extended by written agreement between the parties on a case-by-case basis, except for the time of the original filing of the grievance. Any step of this grievance procedure may be omitted by written mutual agreement of the parties. Any grievance not taken to a higher step in the grievance procedure in accordance with the above time limitations shall be deemed settled on the basis of the last decision rendered by the Board and shall not be subject to further processing.
- 11.8 Except as otherwise provided in Section 11.6 any costs arising as a result of arbitration shall be borne equally by both sides.
- 11.9 The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasonings and conclusions on the issue submitted. The arbitrator shall not have the authority to modify, change or amend this Agreement.
- 11.10 The procedure established in this Article shall be the exclusive means for determining whether a breach of this Agreement has occurred.
- 11.11 Nothing herein shall be construed as prohibiting an aggrieved party from handling his/her own grievance if he/she so desires through Step III of the grievance procedure in Section 11.5, but no agreement shall be made that is contrary to any of the terms of this Agreement.
- 11.12 If the employee so desires he or she may be represented by the Union at any step of these proceedings.

ARTICLE XII MISCELLANEOUS

- 12.0 In cases where the Superintendent or his/her designee has reason to believe that an employee's physical or mental health may be harmful to himself/herself, to the students, to other employees or staff or to school property, the Superintendent or his/her designee may require the employee to submit to a medical or psychological examination and any follow-up consultation at the Board's expense. The Board will make reasonable efforts to schedule such examination and/or follow-up consultations during day time working hours. If the examination takes place during working hours, the employee shall be compensated for the actual time lost. Copies of any examination report shall be provided to the

Superintendent or his/her designee upon request, with copies to the employee and the Union. At the request of the Board, employees shall also be subject to a TB skin test.

- 12.1 In the event any article, section or portion of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof directly specified in the court's decision. Upon issuance of such a decision and upon request by either party, the parties agree to meet as soon as possible for the purpose of negotiating a substitute for the invalidated article, section or portion thereof.
- 12.2 Employees who work a second shift which is scheduled to begin after 2:30 p.m. shall receive an hourly night-shift differential of fifty cents (\$.50) per hour.
- 12.3 This Agreement constitutes the entire agreement between the Board of Education and the Union and settles all demands and issues for the term of this Agreement with respect to any and all matters subject to negotiation.
- 12.4 An employee who uses his/her vehicle for a school-related purpose, with the prior approval of the Superintendent or his/her designee, shall receive compensation at the established IRS rate per mile traveled.
- 12.5 Vacancies in the bargaining unit shall be posted for five days before an appointment is made. Appointment shall be at the discretion of the Board.

- 12.6 The terms and conditions of this Agreement supersede the terms and conditions in any other side letters in effect as of July 1, 2015 to the extent such side letters contradict the provisions of this Agreement.

ARTICLE XIII SAFETY AND SANITATION

- 13.0 The Board of Education will issue the following items of clothing to all custodial and maintenance personnel upon employment:

1 pair work boots	1 winter jacket
1 pair rain boots	5 T-shirts
5 shirts	1 rain gear
5 pants	5 pair/assorted gloves
1 belt	2 sweatshirts

In addition, maintenance staff shall receive five additional shirts, and grounds personnel shall receive one pair of coveralls. Clothing will be replaced once a year on an as needed basis. The staff member shall present the clothing to be replaced to the Supervisor of Buildings and Grounds, who will determine the serviceability of the clothing and its need for replacement. All staff who are provided uniforms are required to maintain them in a

good state of repair and cleanliness and to wear them at all times while working for the Weston Public Schools.

- 13.1 The Board of Education reserves the right to contract with a uniform service to provide uniforms for custodians, maintenance and security workers in lieu of the purchase of uniforms elsewhere identified.
- 13.2 The Superintendent or his/her designee and the Union representatives may meet from time to time to discuss safety conditions at the workplace.
- 13.3 Pre-Employment Physical and Human Performance Evaluation – Candidates for employment in job classifications as designated by the Board shall be required to successfully pass a pre-employment physical examination and other Board-designated evaluation(s) as a condition of employment. Such physicals and evaluations are at the expense of the Board and as defined by the Board.
- 13.4 The Board of Education will issue the following items of clothing to all security staff upon employment:

- 1 pair work shoes
- 3 long sleeve shirts
- 2 short sleeve shirts
- 2 pair pants
- 1 winter jacket
- 1 light weight jacket
- 1 rain gear
- 1 rain boots

Clothing will be replaced on an as needed basis. The staff member shall present the clothing to be replaced to the Director of School Facilities, who will determine the serviceability of the clothing and its need for replacement. All staff who are provided uniforms are required to maintain them in a good state of repair and cleanliness and to wear them at all times while working for the Weston Public Schools.

ARTICLE XIV WAGES

- 14.0 When the Board establishes a new job, it shall notify the Union for the purpose of negotiating the wage rate for such job, and such job will be posted for five (5) days. Appointment shall be at the discretion of the Board. Any such new rates shall apply retroactively to the date the job went into effect.
- 14.1 All jobs have been classified in their appropriate grades as a result of negotiations. Job descriptions, grades and rates of pay, therefore have been prepared and established and are in effect for all present jobs. Where conditions require, the Board will establish new job classifications and the job description therefore, subject to negotiation with the Union. Disagreement between the parties is subject to resolution under the grievance procedure of this Agreement. The parties shall endeavor to update job descriptions

during the term of the contract at the request of the local Union president. Such discussions shall be with the president and a bargaining unit member selected by the Union, who may be from the department to be discussed, who shall meet at no loss of pay during regular work hours with administrator(s) selected by management.

14.2 On July 1, 2017, the wage scale set forth in Appendix B for the listed job classifications in Appendix A shall become effective for all employees covered by this Agreement through June 30, 2020 without change. The parties shall negotiate over changes in Appendix B in accordance with statute for the period commencing July 1, 2020. General wage increases for the duration of the contract are as follows:

2017-18	2.5%	2018-19	2.25%	2019-20	2.25%
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14.3 Provided that an employee has served at least one-half of the year on that step, each July 1, an employee will advance one step for each continuous year of service until the highest step in the employee's grade is attained. New employees will be placed on Step 1. If an employee is promoted to a higher grade he/she will be placed in the same step level as in the employee's previous grade.

When a new information technology employee is hired (Computer Technician A, Computer Technician B, Computer Maintenance Technician, and District Data Technician), the Superintendent will, in his/her sole discretion, determine the step on which the employee should be placed. When determining the appropriate step for a new employee, the Superintendent will consider factors such as past work experience, educational background, and life experience.

14.4 The Lead Person in the Maintenance Department and Working Grounds Foreperson shall receive a salary differential of 12.5% for all hours worked in consideration for additional duties determined by the Director of School Facilities. The amount shall be added to the employee's base salary, but shall not be used to calculate overtime.

The Lead Person position in the Maintenance Department shall be posted annually for five days and the successful candidate shall be appointed on an annual basis at the Board of Education's discretion.

14.5 The Lead Custodian and Evening Cleaning Supervisor are district-wide positions, which provide a salary differential of 12.5% of the pay Grade and Step commensurate to the individuals occupying the positions. This amount shall be added to the employees' base salaries, but shall not be used to calculate overtime rate.

14.6 The Lead Security Specialist and Utility System Mechanic are district-wide positions, which provide a salary differential of 10.0% of the pay Grade and Step commensurate to the individuals occupying the positions. This amount shall be added to the employees' base salaries, but shall not be used to calculate overtime rate.

14.7 Employees who utilize a license related to their position, as noted in Appendices A1 and A2, shall be paid a 10% per hour salary differential. The amount shall be added to the employees' base salaries but shall not be used to calculate overtime.

14.8 Approved personnel shall receive an added responsibility stipend of \$1,165 for traffic control monitoring in the campus area. Personnel receiving the above mentioned stipend must have successfully completed the Town's Traffic Control Training Program and be designated by the Director of School Facilities for traffic control monitoring. Employees hired after July 1, 2017 and assigned to traffic control monitoring, and/or to complete the Town's Traffic Control Monitoring Program, will not receive this stipend or other additional compensation except as may otherwise be required by Article III (i.e. overtime).

14.9 Employees required to carry a cell phone or other communications device for after-hours call-in assignments shall share equally (but pro rata, for mid-year assignments) in an annual pool of \$2,000. In the event one individual is required to carry a cell phone or other communication device for after-hours call-in assignments, the annual stipend shall be \$1,500, pro rata.

An additional annual pool of \$2,000 will be established for Union technology employees. In the event that one individual technology employee is required to carry a cell phone or other communications device as provided in Section 14.9, the annual stipend shall be \$1,500, pro rata.

If a technology employee is required to return to the workplace, the provisions of Article III, Section 3.8 shall apply. If the technology employee is required to perform work remotely, and is not required to return to the workplace, they shall be paid at their hourly rate or their overtime rate if otherwise required by the Contract.

14.10 If a bargaining unit member is employed as a substitute for another bargaining unit member who is at a higher pay classification, the substitute shall be paid either on Step 1 of the current level of the position in which he/she will be substituting or at his/her regular salary rate, whichever is higher.

14.11 The base salary of all ten (10) month employees covered by this Agreement shall be paid on a bi-weekly basis, in 22 equal increments. Effective July 1, 2016, the Board shall provide an option for a ten (10) or twelve (12) month payroll for all ten (10) month employees.

14.12 Bargaining unit members who are administratively assigned to cover a teacher's class shall be paid a \$9.00 per class period stipend in addition to their regular hourly rate. Effective July 1, 2016, bargaining unit members who are administratively assigned to cover a teacher's class shall be paid a \$12.00 per class period stipend in addition to their regular hourly rate.

For the purposes of Section 14.12, a class period shall be defined as forty-five (45) minutes to one (1) hour. In cases where traditional periods do not apply to the instructional duties being covered, a class period shall mean forty-five (45) minutes. Class room coverage of less than forty-five (45) minutes shall be paid at a rate of \$5.00

per abbreviated class. Effective July 1, 2016, class room coverage of less than forty-five (45) minutes shall be paid at a rate of \$8.00 per abbreviated class.

Bargaining unit members are to submit such class period coverage on their bi-weekly timesheet. Substitute assignments must be verified by the building administration.

- 14.13 This Section will supersede the Memorandum of Understanding between the Board and the Union signed by the Superintendent on July 21, 2010 and the Union on July 29, 2010.

Custodians, maintenance, and grounds staff assigned to substitute for a regularly assigned traffic monitor shall be compensated as follows:

\$9.00 for a time block of forty-five (45) minutes.

\$5.00 for a time block of less than forty-five (45) minutes.

All traffic monitoring substitute assignments must be pre-authorized by the Director of School Facilities.

Compensation for traffic monitoring substituting is reserved exclusively for Local 1303-110 unit members and regularly scheduled traffic monitors are not eligible for substituting.

- 14.14 This Section will supersede the Memorandum of Understanding between the Board and the Union and ratified by the Board on December 19, 2011.

Based on a specialized medical, physical or educational need of a student provided with specialized services, a special education paraprofessional may need to: (a) receive specialized training or (b) utilize specialized training already obtained by the paraprofessional, to provide specialized services as directed in the student's IEP.

When specialized services for students are required as stated in this Section, and a paraprofessional requires additional training, the Director of Pupil Personnel Services, when necessary and appropriate, shall authorize training for a special education paraprofessional at the Board's expense in order to provide the services identified in the IEP.

Special education paraprofessionals who utilize training they have already obtained as described above must provide documentation of their training to the Director of Pupil Services.

Special education paraprofessionals who receive the training described herein, or who have already received such training, and are required to provide the services identified in the IEP will be compensated as follows:

- (a) Paraprofessionals providing ABA discrete trials involving the collection of data will be paid an annual stipend of \$2,000 for the duration of the services. Effective July 1, 2016, this stipend shall be \$2,240.
- (b) Paraprofessionals providing high intensity specialized physical assistance (toileting, oral-motor feeding, or heavy positioning of student from one piece of equipment to another) will be paid an annual stipend of \$1,500 for the duration of the services. This stipend will not be paid for toileting for students under the age of seven (7). Effective July 1, 2016, this stipend will be \$1,680.
- (c) Paraprofessionals providing individual student job coaching services off campus will be paid an annual stipend of \$800.00 for the duration of the services. This stipend will not be pro-rated in the event that the services cannot be performed on a given day due to weather-related cancellations.

All stipends paid under this Section will be pro-rated in the event that the services are provided during only a portion of the school year. Any stipends paid under this Section shall be excluded from the overtime rate of employees to whom the stipend is paid.

Stipends under this Section will only be paid following consultation with the Union regarding the propriety of paying the stipends in particular circumstances. All employees who are determined to be eligible for a stipend as provided herein will be notified of their eligibility by October 1 of each school year. If an employee becomes eligible for such stipend after October 1, the Board will make every effort to notify the employee of their eligibility as soon as practicable.

The Board recognizes that circumstances may present themselves that are not anticipated and arise as the result of the requirements of a particular student's IEP. In such cases, to the extent that training provided to a paraprofessional and services to be provided by the paraprofessional constitute a change in the terms and conditions of employment that would require bargaining, the Board will engage in such bargaining as required by law.

Paraprofessionals that have received specialized training as described herein who are periodically utilized as a substitute to provide the services described above in the fifth paragraph of this Section shall be paid \$10.00 for each day on which they substitute.

14.15 This Section will supersede the Memorandum of Understanding between the Board and the Union and ratified by the Board on December 19, 2011.

There may be a Head Custodian at each building at which the Lead Custodian is not located. At the elementary schools (Hurlbutt Elementary School and Weston Intermediate School), the Head Custodian will be paid an hourly differential of 7.5%. At the secondary schools (Weston Middle School and Weston High School), the Head

Custodian will be paid an hourly differential of 10% except as stated in this Section below. This amount shall be added to the employee's base rate of pay but shall not be used to calculate the overtime rate.

The Lead Custodian position is paid an hourly differential of 12.5% as stated in Section 14.5. As part of the district-wide duties of the Lead Custodian, the Lead Custodian acts as the Head Custodian at the building at which he/she is located with no additional differential. Any salary differentials paid under this Section shall be excluded from the overtime rate of employees to whom the salary differential is paid.

14.16 Effective July 1, 2016, all members of the bargaining group will be paid through direct deposit.

ARTICLE XV MANAGEMENT RIGHTS

15.0 Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Board of Education pursuant to any chapter, general or specific statute, ordinance, regulation or other lawful provision over the complete operations, practices, procedures and regulations with respect to employees of the Board shall remain solely and exclusively in the Board, including but not limited to, the following: to determine the standard of selection of Board employment; to direct its employees; to take disciplinary action; to hire, assign, transfer or promote its employees; to issue reasonable rules and regulations; to determine work schedules and business hours; and to fulfill all of its legal responsibilities.

15.1 The Board reserves the right to contract with other persons or entities with respect to the provision of cafeteria or transportation services performed by members of the bargaining unit. Further, the Board reserves the right to continue to utilize the services of other persons or entities to perform cleaning services outside of school hours. The Board will furnish advance written notice of intention to contract to the Union and shall offer to engage in negotiations over the impact of such contracting out upon bargaining unit members to the extent required by law.

ARTICLE XVI NO STRIKES/LOCKOUT

16.0 The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that it will not call or authorize any strike, slowdown, mass absenteeism, sympathy strike, stoppage of work or other similar forms of interference against the operation of the Weston Board of Education during the period of this Agreement or any extension thereof.

16.1 Local 1303 and Council #4 expressly agree that they will take every reasonable, prompt and positive measure within their power to prevent and stop any acts described in Section 16.0 of this article.

ARTICLE XVII EMPLOYMENT YEAR

17.0 School Session Year Employees: The employment year for all non-instructional aides, para educators, technicians, Security Specialists, School Administrative Assistants (other than at the High School), Pupil Services Administrative Assistants, and Special Education Administrative Assistants, Nurses, O.T. & P.T. and part time custodians shall normally consist of at least one hundred eighty-two (182) days and shall correspond to the days school is in session and shall include scheduled staff days at the beginning and/or end of the school year, provided that this will not be construed to be a guarantee of or limitation upon the number of days in the scheduled employment year.

17.1 Less Than Twelve (12) Month Administrative Employees: The employment year for Computer Maintenance Technician, High School Data Technician, High School Administrative Assistant, High School Pupil Services Administrative Assistant, Middle School Pupil Services Administrative Assistant, Computer Technician A, and Computer Technician B employees shall normally consist of at least two hundred (200) days, exclusive of holidays, normally commencing no earlier than August 15 and normally ending on June 30, provided that this will not be construed to be a guarantee of or a limitation upon the number of days in the scheduled employment year. The calendar specifying the workdays for these employees shall be established by the Superintendent or his/her designee.

17.2 Less Than Twelve (12) Month Administrative Employees (Other): The employment year for the District Pupil Personnel Administrative Assistant shall normally consist of at least

two hundred and five (205) days, exclusive of holidays, normally commencing no earlier than August 1 and normally ending on June 30, provided that this will not be construed to be a guarantee of or a limitation upon the number of days in the scheduled employment year. The calendar specifying the workdays for these employees shall be established by the Superintendent or his/her designee.

- 17.3 Twelve (12) Month Administrative Employees: The normal employment year for Principal's Administrative Assistants, the Athletic Department Administrative Assistant, Computer System Maintenance Technician, and Registrar employees shall normally consist of at least two hundred sixty (260) days, inclusive of holidays and vacations as provided in Articles V and IX, provided that this will not be construed to be a guarantee of or limitation upon the number of days in the scheduled employment year.
- 17.4 Twelve (12) Month Employees (Non-Administrative): The normal employment year for Custodial, Maintenance, and Grounds (other than Seasonal Grounds) employees shall normally consist of at least two hundred sixty (260) days, inclusive of holidays and vacations as provided in Articles V and IX, provided that this will not be construed to be a guarantee of or limitation upon the number of days in the scheduled employment year.
- 17.5 The employment year designated in Sections 17.0, 17.1, 17.2, 17.3 and 17.4 applies to those employees for whom the Union has been recognized as the sole and exclusive bargaining agent as provided in Article I.

ARTICLE XVIII DURATION

- 18.0 The provisions of this Agreement shall be effective July 1, 2015, and shall continue in full force and effect until June 30, 2020 or any extension thereof. Negotiations for a successor agreement shall commence in accordance with applicable law.

APPENDIX A

Job Title	Grade
Non-Instructional Aide	I
Para educator*	IIa
IMC Aide	
Custodian/Groundskeeper	
Lead Custodian***	
Head Custodian (Elementary)****	
Head Custodian (Secondary)*****	
Technician/IMC	
Computer Technician A	
Evening Cleaning Supervisor***	
Career Center Coordinator	
Security Specialist	
Lead Security Specialist*****	
Pupil Personnel Administrative Assistant	IIb
School Administrative Assistant	
Athletic Administrative Assistant	III
Computer Technician B/Data Center	IVa
Library/Technician WHS	
Computer Maintenance Technician – System	
District Data Technician	
Working Grounds Foreperson***	
Principal's Administrative Assistant	IVb
Registrar – Technician WHS	
District Pupil Personnel Administrative Assistant	
Maintenance**	V
Electrician**	
Utility System Mechanic**	
Lead Maintenance***	
Nurse**	VI
HVAC Plant Mechanic	VIa
Occupational Therapist **	VIb

Physical Therapist**

VIc

* Stipend for specialized individual training as determined and paid and provided at the Board's option after consultation with the Union pursuant to Section 14.14

** Plus 10% per hour salary differential for license related to position.

*** Plus 12.5% salary differential

**** Plus 7.5% salary differential

***** Plus 10% salary differential

APPENDIX B
WAGE SCHEDULE

Grade:	Ia	Ib	IIa	IIb	III	IVa	IVb	V	VI	VIa	VIb	VIc
Salary Schedule – 2017-2018												
<u>Steps</u>												
1	\$16.58	\$19.44	\$23.01	\$23.64	\$24.86	\$25.30	\$25.54	\$30.23	-	-	-	-
2	\$17.00	\$19.97	\$23.66	\$24.31	\$25.52	\$25.98	\$26.21	\$31.06	-	-	-	-
3	\$17.33	\$20.30	\$24.02	\$24.67	\$25.97	\$26.42	\$26.68	\$31.59	-	-	-	-
4	\$17.62	\$20.68	\$24.49	\$25.16	\$26.39	\$26.88	\$27.11	\$31.92	-	-	-	-
5	\$17.92	\$21.03	\$24.91	\$25.59	\$26.86	\$27.37	\$27.59	\$32.73	-	-	-	-
6	\$18.26	\$21.41	\$25.36	\$26.05	\$27.33	\$27.88	\$28.08	\$33.31	\$36.61	\$66.66	\$45.16	\$68.91

Grade:	Ia	Ib	IIa	IIb	III	IVa	IVb	V	VI	VIa	VIb	VIc
Salary Schedule – 2018-2019												
<u>Steps</u>												
1	\$16.96	\$19.88	\$23.53	\$24.17	\$25.42	\$25.87	\$26.11	\$30.91	-	-	-	-
2	\$17.39	\$20.42	\$24.19	\$24.85	\$26.09	\$26.57	\$26.80	\$31.76	-	-	-	-
3	\$17.72	\$20.75	\$24.56	\$25.23	\$26.56	\$27.02	\$27.28	\$32.30	-	-	-	-
4	\$18.02	\$21.15	\$25.04	\$25.73	\$26.99	\$27.48	\$27.72	\$32.63	-	-	-	-
5	\$18.33	\$21.50	\$25.47	\$26.17	\$27.46	\$27.99	\$28.21	\$33.46	-	-	-	-
6	\$18.67	\$21.89	\$25.93	\$26.63	\$27.95	\$28.51	\$28.71	\$34.06	\$37.43	\$68.16	\$46.18	\$70.46

Grade:	Ia	Ib	IIa	IIb	III	IVa	IVb	V	VI	VIa	VIb	VIc
Salary Schedule – 2019-2020												
<u>Steps</u>												
1	\$17.34	\$20.33	\$24.06	\$24.72	\$25.99	\$26.45	\$26.70	\$31.61	-	-	-	-
2	\$17.78	\$20.88	\$24.74	\$25.41	\$26.68	\$27.16	\$27.41	\$32.48	-	-	-	-
3	\$18.12	\$21.22	\$25.11	\$25.80	\$27.15	\$27.63	\$27.89	\$33.03	-	-	-	-
4	\$18.42	\$21.63	\$25.61	\$26.31	\$27.59	\$28.10	\$28.35	\$33.37	-	-	-	-
5	\$18.74	\$21.99	\$26.05	\$26.76	\$28.08	\$28.62	\$28.84	\$34.22	-	-	-	-
6	\$19.09	\$22.38	\$26.51	\$27.23	\$28.57	\$29.15	\$29.35	\$34.82	\$38.28	\$69.69	\$47.22	\$72.05

Appendix C
Weston Benefit Proposal
Schedule of Benefits

High Deductible Health Plan (HDHP) -HSA Compatible

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)		\$2000/4000 Combined In & Out-of-Network
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drugs	Covered as any other expense (subject to the deductible) Effective 7/1/16, after deductible \$0/30/50 (2x retail for mail)	Covered as any other expense (subject to the deductible and co-insurance)
Co-insurance Maximum (Individual/Aggregate Family)	N/A	\$2000/4000
Cost Share Maximum (Individual/Aggregate Family)	\$2000/4000 Effective 7/1/16 \$2500/5000	\$4000/8000
Lifetime Maximum	Unlimited	Unlimited

The Board will contribute sixty-percent (60%) of the in-network deductible for all job classifications listed in Article XVII Sections 17.0, 17.1 and 17.2. The Board will contribute fifty-five percent (55%) of the in-network deductible for all job classifications listed in Article XVII Sections 17.3 and 17.4. The Board's contribution toward the HSA deductible will be deposited into the High Deductible/HSA accounts in two equal installments with the first installment paid on the first business day of the plan year and the second installment paid on September 1 or, if September 1 is not a business day, on the next business day thereafter. The parties acknowledge that the Board's contribution toward the funding of the High Deductible/HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed non-certified staff. The Board shall have no obligation to fund any portion of the High Deductible/HSA deductible for retirees or other individuals upon their separation from employment. In the event that a member who is newly hired or experiences a qualifying life-changing event becomes covered under the High Deductible/HSA plan after the start of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated for that year.

Section 125 Plan

Subject to law, including the rules and regulations of the Internal Revenue Service and independent of the requirements that employees contribute to the cost of medical benefits and pay deductibles, the Board shall, not later than the effective date of this Agreement, maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee's share of health and medical benefit contributions and deductibles to be paid by employees.

IN WITNESS WHEREOF, the parties hereto affix their hands on this _____ day of January, 2018.

WESTON BOARD OF EDUCATION

Gina Albert

Gina Albert
Its Chairperson

LOCAL 1303-110 OF COUNCIL 4
AFSCME, AFL-CIO

Roxanne Glaser

Roxanne Glaser
Its President

Maureen Aschetta

Maureen Aschetta
Committee Person

Robert Montuori
Robert Montuori
Staff Representative