

WORKING AGREEMENT

BETWEEN

WESTON BOARD OF EDUCATION

AND

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

(NON-CERTIFIED EMPLOYEES)

EFFECTIVE

JULY 1, 2007 – JUNE 30, 2009

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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 (secretaries, clerks, aides) instructional and non-instructional aides, computer and library technicians, school health assistants, nurses, and security monitors; excluding the supervisor of building and grounds, administrative assistant/secretary to the Superintendent, secretary to the director of finance and operations, head of payroll, administrative assistant for business, business office secretary, all other central office employees, 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. Employees will be given two (2) weeks' notice prior to any changes in this schedule.
- 3.1 Meal periods and compensation therefore, 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 shall be paid at the rate of double time (2x).
- 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 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 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.

- 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. The Board will endeavor to give employees advance notice of overtime work whenever possible.
- 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 two (2) hours pay at the applicable rate. Multiple callbacks occurring within the same two (2) hour period shall be considered the same call and the employee will not receive the guaranteed minimum of two hours for the second call.

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. 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. Employees shall have the right to bump less senior employees 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.

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 (183 days) shall be entitled to the following paid holidays:

Columbus Day	Day after Thanksgiving
Veterans Day	Good Friday
Thanksgiving Day	Memorial Day
Martin Luther King, Jr. 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. The Board and participating unit members shall share proportionally in the full value of any experience factor returns from an insurer in accordance to their respective contribution.
- 7.1. The Board shall provide dental insurance as agreed 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%

- 7.2 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.
- 7.3 Effective 07/01/07, the premium cost sharing for participating employees are as follows:
- a. 2007-2008 - 11 % of applicable plan cost.
 - b. 2008-2009 - 12 % of applicable plan cost.
 - c. The schedule of benefits referenced in Appendix C as are attached to this agreement and the prescription drug plan specifications shall be subject to negotiations in accordance with statute for the year commencing July 1, 2008. The Dental Plan shall remain unchanged and shall not be subject to negotiations.
 - d. Employee contributions for any changed plan design negotiated shall not exceed the percentages mentioned above.

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.

- 7.4 Basic provisions of the insurance plan are described in Appendix C.
- 7.5 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 and 7.1 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.

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

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. 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 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 15 days. Sick leave not used in any year shall be accumulated to a maximum of eighty (80) days. An employee who has accumulated eighty (80) sick leave days as of the first day of an extended illness or injury will be entitled to up to an

additional fifteen days of sick leave upon application and presentation of a physician's certificate for the purpose of providing a guaranteed total of ninety-five (95) consecutive sick leave days for such employee's use as a result of any one (1) continuous illness or injury. Upon application, the Board may, in its sole discretion, grant additional sick leave days to any such employee whose extended illness or injury exceeds ninety-five (95) 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, 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 six (6) continuous years, the family or the estate of the individual shall receive the accumulated sick leave as a lump-sum payment.

- 8.1 Regularly employed personnel hired prior to July 1, 1987 will be accorded two (2) personal leave days per calendar year for personal reasons. 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. Such leave 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 (1) personal leave day per calendar year for personal reasons while on steps one (1) through three (3) of the pay schedule. Regularly employed personnel hired on or after July 1, 1987 will be granted an additional personal day upon their attaining the fourth (4th) step of the pay schedule. 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.
- 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).
 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.
 3. 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.
- 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 July 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 June 30, shall receive vacation leave as follows:

10 months	-	5 days
1 year	-	10 days
5 years	-	15 days
15 years	-	20 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. 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.

9.3 Up to ten (10) days vacation leave may be accumulated for one (1) additional year, upon the prior approval of the superintendent or his/her designee.

9.4 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 retirement or termination for any reason in good standing employees shall be paid at their then rate of pay for all unused accrued vacation days.

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 1 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.

ARTICLE XIII
SAFETY AND SANITATION

- 13.0 The Weston 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 Weston 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 The Weston Board of Education will issue the following items of clothing to security staff:
 - 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 Superintendent 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.

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, 2007, 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, 2009.

- 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.
- 14.4 The Lead Person in the Maintenance Department shall receive a salary differential of 12.5% for all hours worked in consideration for additional duties determined by the Supervisor of Buildings and Grounds.
- 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 is a district-wide position, which provides a salary differential of 12.5% of the pay Grade and Step commensurate to the person occupying the position. This amount shall be added to the employee's base salary, but shall not be used to calculate overtime rate.
- 14.6 The Lead Security Monitor is a district-wide position, which provides a salary differential of 10.0% of the pay Grade and Step commensurate to the person occupying the position. This amount shall be added to the employee's base salary, but shall not be used to calculate overtime rate.
- 14.7 Approved personnel shall receive an added responsibility stipend of \$1,000 for traffic control monitoring on other than school grounds. 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.
- 14.8 Employees required to wear a pager 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 wear a pager, the annual stipend shall be \$1,500, pro rata.
- 14.9 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.

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. 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, slow-down, 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 Aides, Part-time Custodian (School Session Year). The employment year for all instructional and non-instructional aides, security aides, paraprofessional aides, technicians and part time custodians shall correspond to the days school is in session and, in addition 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 Secretaries. The employment year for these employees will 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 Secretaries (12 Months). The normal employment year for these employees will consist of 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.
- 17.3 Custodians, Maintenance (12 Months). The normal employment year for these employees will consist of 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 The employment year designated in sections 17.0, 17.1, 17.2 and 17.3 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, 2007, except as otherwise indicated herein regarding a reopener on possible plan design change as indicated in Article VII, Section 7.3, and shall continue in full force and effect until June 30, 2009 or any extension thereof.

Negotiations for a successor agreement shall commence in accordance with applicable law.

APPENDIX A
JOB CLASSIFICATION SCHEDULE

Job Title	Grade
Non-Instructional Aide Security Monitor	I
Instructional Aide* Pupil Personnel Secretary School Secretary IMC Aide Custodian/Groundskeeper Technician/IMC Computer Technician A	II
Principal's Secretary	III
Computer Technician B/Data Center Library/Technician WHS Computer Maintenance Technician – System Registrar – Technician WHS	IV
Maintenance** Electrician**	V
Nurse	VI
School Health Assistant	VI a

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

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

APPENDIX B
WAGE SCHEDULE

Grade:	I	II	III	IV	V	VI	VI a
Salary Schedule – 2007-2008							
<u>Steps</u>							
1	13.16	18.25	19.71	20.07	23.98		
2	13.49	18.77	20.24	20.61	24.65		
3	13.74	19.06	20.60	20.96	25.07		
4	13.98	19.43	20.94	21.33	25.31		
5	14.21	19.76	21.31	21.72	25.96		
6	14.48	20.11	21.68	22.12	26.42	29.04	20.11

Grade:	I	II	III	IV	V	VI	VI a
Salary Schedule – 2008-2009							
<u>Steps</u>							
1	13.69	18.98	20.50	20.87	24.94		
2	14.03	19.52	21.05	21.43	25.64		
3	14.29	19.82	21.42	21.80	26.07		
4	14.54	20.21	21.78	22.18	26.32		
5	14.78	20.55	22.16	22.59	27.00		
6	15.06	20.91	22.55	23.00	27.48	30.20	20.91

IN WITNESS WHEREOF, the parties hereto affix their hands on this the _____ day of _____, 2007.

WESTON BOARD OF EDUCATION

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

Board of Education Chairperson

Joanne McDonough
Its President

Committee Person

Committee Person

Committee Person

Committee Person

Committee Person

Committee Person

Committee Person

Committee Person

Committee Person

Committee Person

Nicholas D'Andrea
Staff Representative