AGREEMENT BETWEEN

THE WESTON SCHOOL COMMITTEE

and

LOCAL 690 AFSCME (BUILDINGS AND GROUNDS)

JULY 1, 2022 TO JUNE 30, 2025

2022-2025 AGREEMENT BETWEEN
THE WESTON SCHOOL COMMITTEE

and

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2022-2025
AGREEMENT

between

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO AND ITS APPROPRIATE AFFILIATES

and

WESTON SCHOOL COMMITTEE
WESTON, MASSACHUSETTS

Recognition and Certification

The Weston School Committee ("School Committee" and "Employer") hereby recognizes the American Federation of State, County, and Municipal Employees, AFL-CIO ("Union") as the exclusive bargaining agent on wages, hours and other conditions of employment for individuals represented for the purposes of collective bargaining by the Union, including: all custodians, and maintenance men employed by the Weston School Committee; but excluding any person employed in an administrative capacity and further excluding all other employees of the School Committee, pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth, the decision of the Labor Relations Commission of the Commonwealth of Massachusetts in Case MCR-196 decided January 5, 1967, and the Certification of Representatives by said Commission dated February 2, 1967.

Neither the School Committee nor the Union shall make any agreement with any other person or group of persons or organization or other official of the Town of Weston concerning wages, hours, or working conditions of the employees in the bargaining unit which shall limit or interfere with the School Committee's rights and obligations as Employer and the Union's rights and obligations as Bargaining Representative as authorized and required by the laws of the Commonwealth of Massachusetts.

Article I: Applicable Laws

Section 1. The School Committee and the Union shall abide by all applicable laws of the United States, the Commonwealth of Massachusetts, and valid and enforceable decisions, rules and regulations established thereunder.

Section 2. Nothing in this Agreement is intended to prevent the application of any such law, rule or regulation, and nothing in this Agreement shall be construed to limit either party from attempting to change any law, rule, or regulations, except that neither party shall coerce, intimidate or in any way attempt to force the other party to support or oppose any change in such law, rule or regulation.

Article II: Check-Off

Section 1. Regular dues and initiation fee to the Union shall be deducted from the salary of any employee executing an individual salary deduction authorization satisfactory to the Employer, and the

total of such deductions shall be forwarded to the Union by the Town Treasurer together with a list of the individuals for whom such deductions were made.

Section 2. The Union shall indemnify and save the Employer harmless against any and all claims, demands, and suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer under this provision or under the authorizations submitted to the Employer under this provision.

Article III: Grievance Procedure

Section 1. Definition: A Grievance is defined as an allegation by a custodian, group of custodians, or by the Union, that one or more express terms or provisions of this Agreement have been violated; or a dispute concerning the interpretation, meaning, or application of any express term or provision of this Agreement. It shall be settled as follows:

First Step: After discussion with the appropriate Head Custodian a written grievance may be filed by the Employee or by the Union, within eleven (11) working days of the date of the alleged occurrence, with the Director of Facilities or designee, who shall consult with the appropriate Building Principal if relevant. The Director shall hold a hearing with the grievant(s) and a Union Representative and shall issue a written reply within five (5) working days.

A grievance in respect to discipline or discharge shall be processed beginning with the Second Step. Similarly, a grievance in respect to action taken by any administrator other than the Director of Facilities shall be processed beginning with the second step.

Second Step: (First Appeal)

If the matter is not resolved to the Employee's or Union's satisfaction in the First Step, the Grievance may be appealed to the Superintendent of Schools within five (5) working days after receipt of the written reply of the First Step. The Superintendent, or their appointed Hearing Officer, and up to two (2) other employee representatives, shall meet with the Employee and up to two (2) Union representatives within five (5) working days of the receipt of the Superintendent of such appeal. The decision of the Superintendent shall be to the Union in writing, with a copy to the Employee, and shall be rendered within five (5) working days after such meeting.

Third Step: (Second Appeal)

If the matter is not resolved to the Employee's or the Union's satisfaction as a result of the Second Step, the grievance may be appealed to the Chairman of the School Committee within five (5) working days after receiving the written reply from the Superintendent in the Second Step. The Chairman of the School Committee, and up to three (3) other employer representatives, shall meet with the Employee and up to three (3) Union representatives, within five (5) working days of the receipt by the Chairman of the School Committee of such appeal. The decision of the Chairman of the School Committee, or their designee, shall be to the Union in writing, and shall be rendered within eleven (11) working days after such meeting.

Article III: Grievance Procedure (continued)

Fourth Step: (Final and Binding Arbitration)

In the case of any grievance where the Union shall file, within fifteen (15) working days of its receipt of the written reply in the Third Step, written notice with the School Committee that the Union believes the School Committee Chairman's decision in such case is unreasonable, then the Union shall have the option to appeal such decision to impartial, final, and binding arbitration under the rules of the American Arbitration Association. Submission of any manner to arbitration shall be in lieu of the constitute a waiver of all legal, equitable, or other remedies.

Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case; the Union shall bear the obligation for salary compensation of any witnesses who miss work on account of arbitration proceedings. The fees and expenses (if any) of the Arbitrator and the American Arbitration Association shall be shared equally by the parties. In no event shall any present or future member of the Committee have any personal obligation for the record. Copies will be made available to the other party and to the Arbitrator and on an equal cost sharing basis.

Section 2. Failure by the Employee or Union to file a grievance or to process it within stated periods shall be deemed a waiver of the grievance. In the event the Employer does not answer the grievance or an appeal within the stated time, it shall be considered denied and the Union may file it at the next step of the procedure. Upon mutual agreement, the stated time limits may be extended.

Article IV: Seniority

Section 1. Newly hired employees shall be deemed probationary for the first one hundred eighty (180) calendar days of employment in the bargaining unit, and discharge within such period shall be conclusively presumed to be for just cause and shall not give rise to any grievance or breach of this Agreement. The employer agrees to allow one-half (1/2) hour during the new employee's orientation to be allotted to the Union representative and new employee, during which time the Union representative may discuss the Union with the employee.

Section 2. The length of an Employee's continuous full-time service in the bargaining unit shall determine seniority. Part-time service may be combined to generate the equivalent of full-time seniority; for example, 10 years at half-time equals five years at full-time.

Section 3. The principle of seniority shall govern and control in the following cases:

A. Decrease in the work force within each job classification and category, provided, however, that an employee in any category may bump an employee in the same or lower category in any classification who has less seniority; and so on down the line until the least senior employee will be bumped. However, should an employee choose to bump a less senior employee in a key position, he must have previously held a similar position within the bargaining unit or possess the necessary qualifications. For the purpose of this article, key positions shall be defined as head custodian, head groundsman, and maintenance men. For the purpose of this Agreement, a higher category is one for which the rate of pay is higher.

B. Choice of vacation period, as among the employees whose primary assignment is to the same building.

C. Before the effective date of any involuntary lateral transfer of any member of the bargaining unit, the employer shall, in the presence of a chapter officer, discuss the transfer with the employee involved.

Section 4. An employee terminated due to a decrease in the work force shall have the opportunity to return to employment in any job opening which may arise in the category to which such Employee was assigned at the time of termination, for a period of six (6) months following termination. Five (5) days shall be allowed for reply after an individual is first notified that such an opportunity for re-employment is available. Re-employment shall be subject to seniority. An employee terminated due to a decrease in the work force shall have the opportunity to have an exit interview in which procedures for obtaining unemployment insurance, and other benefits are explained.

Article V: Job Posting and Bidding

Section 1. When a position covered by this Agreement becomes vacant, such vacancy shall be posted on the Union bulletin board in each building, listing the pay, duties, job description and qualifications, building, area description, and the shift and hours to be worked. Such notice shall remain posted for at least five (5) working days. Employees interested may apply to the Director of Facilities in writing within such posting period.

Section 2. In filling vacancies within the bargaining unit, the Employer shall first consider applicants from the bargaining unit. In considering applicants from the bargaining unit, the Employer shall consider their qualifications, including past performance, as well as their seniority in the unit. All qualifications being equal in the judgment of the Employer, the position shall go to the most senior qualified applicant. However, the Employer may fill the position from outside the bargaining unit.

Section 3. The Employer shall provide written response to each applicant (reasons for denial). The Employer shall give written notice of new appointments and/or personnel changes by posting notices on the Union bulletin boards and furnishing such notices to the Bargaining Unit President.

Section 4. The successful applicant for a promotional position shall be given a ninety (90) calendar day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined, at the sole discretion of the Employer, that the employee is not suited to perform the work, he shall be returned to their old position and rate.

Article VI: Hours of Work

Section 1. Normal Hours of Work

Regular hours of work each day shall be consecutive, except for meal periods. A normal work week for full-time employees shall consist of forty (40) hours, Monday through Friday. Each employee shall be scheduled a shift with regular starting and quitting time, and such work schedule shall not be changed except for emergencies without thirty (30) days' prior notice and discussion with a Union representative, unless an earlier date is mutually agreed upon.

Part-time employees shall be entitled to all the rights and benefits of this Agreement, but in proportion to the fraction their workweek represents as against the workweek of full-time employees.

Section 2. Shift Differential

A. Employees are in the second ("evening") shift if their starting time occurs at or after 1:00 p.m. Any employee who was hired prior to July 1, 2019, who is assigned to work the 'evening shift' shall be paid a differential of 7% of the regular pay for such category. Any employee who was hired on or after July 1, 2019, who is assigned to work the 'evening shift' shall be paid a differential of $1.50 per hour in additional to the regular rate of pay for such category.

B. Second ("evening") shift employees shall normally work a regular shift of eight (8) consecutive hours except for meal periods. In case of severe weather, second shift shall be dismissed early with pay.

C. Shift differential pay shall apply to evening shift work days, and to holidays and vacation leave days throughout the year. For the other leave days, an employee shall be paid at the rate he would have earned on a day missed on account of sick leave, funeral leave, personal leave with pay, and jury duty leave.

Section 3. Temporary Assignment

Where an employee is temporarily assigned for a least one (1) day to perform work in a category higher than their own, he shall receive pay for such work according to the higher category.

Temporary assignment shall be deemed to be in effect only following written notice to the employee by the Director of Facilities or designee. Similarly, termination of temporary assignment shall require written notice to the employee.

Section 4. Overtime

A. Compensation for time worked by an employee in any one week in excess of forty (40) hours, or in any one day in excess of eight (8) hours, shall be at the rate of one and one-half times the employee's straight time rate. Upon mutual agreement with the Director of Facilities or designee and the employee, an employee may shift hours among days within a single work week and waive the compensation provision for working in excess of eight (8) hours in a single day. Employee's straight time rate used for the purpose of computation of overtime pay shall be the rate set forth on Appendix A hereto; and time and one-half received for evening, call-back, Saturday, or Sunday work shall not be considered part of any straight time rate; there shall be no pyramiding of overtime or premium rates. Except as provided in Section 8, there shall be a minimum of three (3) hours of pay at time and one-half rate for any call-back.

B. Overtime shall be voluntary except in an emergency. The opportunity for scheduled overtime shall be clearly posted at least 24 hours in advance and equally and impartially distributed by the Director of Facilities or designee, among personnel in the area in question who normally perform such work.

C. In any grievance concerning overtime, the Union may inspect the overtime records.

D. After 16 hours of continuous work, an employee's rate of pay shall be double their straight pay.

Section 5. Outside Groups

A. If the School Administration shall determine, in approving the use of school facilities by an outside group, that an additional custodian is required, such outside groups shall be informed accordingly.

B. Where a custodian is required with an outside group, timely information will be furnished to the Head Custodian of the building and to the Custodian involved, as to the details of such use.

C. Under any such circumstances a Custodian shall be acting as an employee of the Employer and shall be subject to normal supervision and assignments. Such assignments will generally consist of custodial duties in an area easily accessible to the responsible agents of the outside group. The Custodian shall not be held responsible for damage caused by such groups. The Custodian shall issue a written report to the Director of Facilities or designee on any group that makes unreasonable demands or that deviates markedly from conditions of use as required by Section 5, B.

D. Nothing herein shall be construed to limit the Employer's authority to permit or refuse the use of school facilities at any time with or without a separate custodian.

Section 6. Meal Periods

A. Each employee shall be entitled to a meal period of at least one-half hour and up to one hour, without pay, when working on their regular shift both before and after the normal and usual time for noon or evening meals. The exact time and duration of such meal period shall be subject to the approval of the Director of Facilities or designee.

B. When an employee is required to work overtime for four (4) or more hours beyond their regular shift, he shall be entitled to a meal period of approximately forty (40) minutes with pay (i.e., to be counted as part of their work hours) and shall be compensated for the cost of such meal up to the amount of $2.50.

Section 7. Rest Periods

Each employee shall be entitled to a rest period with pay of approximately fifteen (15) minutes during each one-half shift, the exact time and duration of such rest period subject to the approval of the Director of Facilities or designee.

Section 8. Building Checks

There shall be a building check on each building as may be required and assigned by the Director of Facilities or designee. Compensation for building checks of an unoccupied building outside of regular work hours shall be at one-and-one-half times the employee's straight time rate for all hours worked, with a guaranteed minimum of two (2) hours provided the employee is actually on premises performing the building

check for a minimum of 90 minutes. Custodians assigned to an event at a school on a day a building check is to be performed (an occupied building) shall also perform a building check while on premises during the duration of the event, without additional compensation, unless the duties associated with the event preclude the performance of a building check. Assigning building checks shall be the responsibility of the Director of Facilities or designee.

Section 9. Call Backs

The rate of compensation to be paid a Custodian who shall be called back after their regular hours for any work including that in connection with the use of school facilities by an outside group shall be one-and-one-half times the employee's straight time rate, which shall be paid to the Custodian along with their regular compensation. A minimum of three (3) hours pay at time and one-half shall be paid on any such occasion.

Section 10. Training/Orientation

Newly hired employees, who are still in their 180-day probationary period, may be assigned temporarily to other buildings or sections of a building for the purpose of training and familiarization with the facilities in the school system.

Article VII: Holidays

Section 1. The following days shall be considered to be paid holidays if falling on a regular workday Monday through Friday (or Saturday for an employee who has Saturday as a regular workday), for an employee who is in attendance for the scheduled day before and the scheduled day after such holiday:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Good Friday (if school is not in session)
Independence Day	

Section 2. Custodians and maintenance men will be dismissed after completing half their normal shift on a day preceding Christmas and on the day preceding New Year's Day; and will also have as a day off (with pay) either the Friday after Thanksgiving, or, the day after Christmas, subject to the need to have adequate custodial services performed throughout the school system on such days.

Section 3. Should any of the above holidays fall on a Sunday, the following Monday shall be considered to be a paid holiday; should any of the above holidays fall on a Saturday, the preceding Friday shall be considered to be a paid holiday, except when on such Friday schools are in session, in which case a substitute day shall be determined by agreement between the bargaining unit and the Employer. In consideration of the Employer's need to operate school buildings on Good Friday, employees who elect to report to work on such day will be given a substitute day as a holiday, to be scheduled by mutual agreement between Employer and Employee.

Section 4. Should a holiday occur during an employee's vacation leave, the pay for that day shall be charged to holiday pay, not vacation leave.

Section 5. Holiday pay shall be eight (8) hours of pay at straight time rate, subject to the provisions of Article VI, Section 2.C. Any employee required to work on a holiday shall receive time and one-half pay for such work in addition to the Holiday pay, with a minimum of three (3) hours for each such call-back.

Section 6. Overtime and premium pay rates shall not be pyramided; to the extent that time worked is paid for overtime or premium rates under any provision of this Agreement, such time shall not be counted as time worked in determining overtime under any provision of this Agreement. A paid holiday shall count as eight (8) hours' time worked for purposes of computing overtime, if any, during that workweek.

Article VIII: Vacations

Section 1. Employees shall be eligible for vacation pay according to the length of continuous service measured as of July 1st of the calendar year in progress, as follows:

At least one year, but less than five years	10 days
At least five years, but less than ten years	15 days
At least ten years, but less than 21 years	20 days
After 21 years	25 days

For purposes of calculating vacation entitlement, time spent on long-term leaves of absence for illness, injury, or other reasons shall not count toward length of service except as provided by law (FMLA). The Employer shall be responsible for the maintenance of proper records of employee vacation entitlements and uses.

Section 2. Vacations shall be scheduled subject to the seniority provisions of this Agreement at a time mutually agreeable to the Director of Facilities or designee and the employee. In considering an employee's request for vacation leave at any time during the school year, the Director will take into account the workload and area covering possibilities as well as the employee's preference and seniority.

Section 3. Upon termination of employment the employee (or their primary beneficiary if termination is caused by death) shall receive vacation pay proportionate to the time worked since the employee's last previous vacation.

Section 4. Employees may carry up to two (2) years of accumulated vacation leave during the course of a year. As of June 30th, of any year, no employee may have more than one (1) year of accumulated vacation balance to carry into the next fiscal year. Unused vacation days earned beginning July 1, 2002, may be carried forward for two years only. Unused days accumulated before July 1, 2002, will be honored, provided that upon termination of employment due to resignation and/or retirement, any unused vacation days will be paid in a lump sum.

Article IX: Sick Leave

Section 1. Full-time employees shall be entitled to sick leave with pay up to fifteen (15) days per year, subject to satisfactory medical evidence if required, beginning at the time of initial permanent employment in the bargaining unit. Unused sick days in any twelve-month period, after initial

permanent employment, shall be allowed to accumulate to a total of three hundred (300) days, to be available solely for the purpose of paid sick leave and not for vacation or terminal leave purposes. However, for the purpose of Section 7 of this Article, the maximum accumulation is two hundred twenty-five (225) days. For purposes of calculating sick leave entitlement and accumulation, time spent on long-term leaves of absence for illness, injury, or other reasons shall not count toward sick leave entitlement and accumulation except as provided by law (FMLA).

Section 2. Each employee shall receive annual notice of their accrued sick leave no later than second week of September of each year. An employee shall be notified when their absences exceed their accumulated sick leave. No additional sick leave shall be awarded except by decision of the Employer at its sole discretion.

Section 3. Employees shall be required to call in due to illness at the earliest possible opportunity, but in no event later than one hour before their normal starting time if on the first shift; and no later than two (2) hours before normal starting time if on the second shift; such calls to be directed to the Director of Facilities, or their designee, and the school's main office. If the employee fails to make the proper notification, the Employer may institute disciplinary action.

Section 4. After 2 consecutive days of sick day use by an employee, the Employer may require medical evidence. When within the course of a fiscal year, an employee has used at least 7 sick days, or an employee has demonstrated a pattern of sick leave use (i.e. Mondays/Fridays, extension of holidays, etc), the employer may require medical evidence when an employee is out sick for any amount of time. Paid sick leave days are subject to satisfactory medical evidence when required by the Employer, including, if the Superintendent shall direct, an examination by a physician mutually agreed to by the Custodian and the Superintendent, at no additional expense to the Custodian. The doctor's decision shall be final.

Section 5. Vacation leave may be used for sick leave at the employee's option if their available sick leave days have been exhausted.

Section 6. In case of an absence from work which is caused by an accident or injury occurring while the employee was actively at work under this Agreement, the Employer shall, for a period not to exceed two calendar years from the date of the alleged accident or injury, make up the difference between the employee's regular wages and the amount received by the employee under Workers' Compensation, and days absent beyond the first five (5) days of absence because of such accident or injury shall not be charged against the accrued sick leave of the employee, nor shall the amount of such differential payments be charged against the employee's accrued sick leave. The employee is obligated to reimburse the Town of Weston promptly for any duplicate payments arising out of delays in Workers' Compensation remittances. The Employer reserves the right to require the employee to undergo physical examinations by Town-appointed and Town-paid physician(s) as a condition of continuation of benefits under this Section.

Section 7. At such time as a full-time employee either retires from the service of the Schools, or resigns from the service of the Schools with at least twelve (12) years of full-time continuous service in the bargaining unit as a permanent employee, he shall receive payment for 50% of their accumulated unused sick leave -- as limited by Section 1 of this Article -- at the rate of their then current regular compensation as specified on Appendix C of this Agreement and as qualified under Article VI, Section 2C. An employee hired on or after July 1, 1999, shall

receive payment for 25% of their accumulated unused sick leave - as limited by Section 1 of this Article.

Section 8. When an employee dies, his/her estate or beneficiary shall be entitled to the sick leave payment to which the employee would have been entitled under the provisions of Section 7 above.

Section 9. Sick Bank

In accordance with the Agreement between the Weston School Committee and Local 690 AFSCME Buildings and Grounds, a voluntary Sick Leave Bank for employees in the bargaining unit is hereby established. The purpose of the Sick Leave Bank is to provide assistance to such employees who suffer long-term illness or non-job-related injury or who are covered under the Family Medical Leave Act (FMLA) for personal illness. The Sick Leave Bank will, with Committee approval, provide additional days to a member employee who has exhausted his/her accumulated sick, personal and vacation leave and continues to be out of work.

Administration of the Sick Leave Bank The Sick Leave Bank will be administered by a three (3) member Committee comprised of two (2) members appointed from the Union who are participants in the Sick Leave Bank and one (1) member appointed by the Superintendent of Schools to act on behalf of the School Committee and the Administration. A majority vote shall decide all questions. Any decision of the Sick Leave Bank Committee, with respect to eligibility and entitlements, will be final and shall not be grievable.

The Weston School Committee made an initial one-time contribution of one (1) day for each participating member of the bargaining unit. A day was defined as the number of scheduled hours for each participating member.

Eligibility In order to be eligible to participate in the Sick Leave Bank, a member of the bargaining unit must have completed at least one year of employment in the District and must have at least ten (10) accumulated sick days. New employees who have satisfied the eligibility requirements and who wish to participate will complete a Sick Leave Bank Participant form. Participating members will be considered automatically enrolled each year during their employment unless they make a request, in writing, to the Sick Bank Committee of their desire to un-enroll by June 15th. Any employee terminating his/her participation in the Sick Leave Bank will forfeit any sick leave previously contributed to the bank. Eligibility to participate ends on termination of employment, death of the employee, or failure to provide the annual sick leave donation.

Contributions Eligible members of the bargaining unit shall contribute to the Sick Leave Bank as follows:

- Automatic contributions shall be made on August 1st of each calendar year.
- One (1) day of an individual's accumulated sick days will be contributed each year.
- The Sick Leave Bank shall accumulate to a maximum of three hundred (300) days, after which contributions shall be suspended until the Sick Leave Bank Committee calls for more contributions. New employees will be allowed to contribute an initial day even if the maximum 300 days has been reached.

- All donations of sick leave days to the Sick Leave Bank are voluntary and irrevocable.

Application to the Bank Participating members may apply to the Sick Leave Bank under the following conditions:

1) To be eligible for coverage an employee must have contributed to the Sick Leave Bank in the fiscal year in which he/she is applying for days. Exception: In the event that the bank has reached the maximum 300 days, an employee who contributed in the fiscal year immediately prior to the bank reaching the maximum will be eligible. If the numbers of days in the Sick Leave Bank fall below thirty (30) days, an additional one (1) day will be deducted from participating members' sick leave to be donated to the bank.

2) Member employees who will exhaust all of their accumulated sick, personal and vacation leave within five (5) days may apply to the Bank to request additional sick leave pay. The application to the Bank will include:
   a. Reason for request
   b. Number of days requested.
   c. A physician's certificate stating the expected duration of the illness or injury or a written explanation including nature and duration under FMLA
3) The Bank will not grant sick leave in excess of twenty (20) days at a time. However, the Bank may grant additional increments of up to twenty (20) days if it deems appropriate. In no instance shall the Bank grant more than sixty (60) days in any twelve-month period to any individual.

Sick Leave Bank Records The committee shall notify the District in writing of approved deposits to or withdrawals from the Sick Leave Bank. The District shall then adjust payroll and personnel records accordingly. The District may conduct and annual audit of the Sick Leave Bank. In the event of new or successor contracts the balance of the sick leave bank will be carried over.

Article X: Funeral Leave

In the event of death in the immediate family of an employee, he may be granted leave with pay up to three (3) working days, and such leave shall not be charged to sick leave or vacation leave. Additional days may be granted by the Employer upon written request by the employee when the employee is required to travel out of the confines of New England. Such discretion shall not be unreasonably withheld. "Immediate family" shall be defined as parent, spouse, child, brother, sister, and parent of spouse and, at the discretion of the Director of Facilities, significant other.

Article XI: Personal Emergency Leave

Time off with pay for special emergencies, such as serious illness or accidents in the immediate family; and the like may be allowed at the discretion of the Employer. The employee shall make every effort to present the request to the Director of Facilities in advance of the need to be absent from work, whenever this is feasible. Upon return to work, the employee must explain to the Director of Facilities, the reason for the absence, if the reason has not been previously explained in full.

Article XII: Personal Leave

Request for time off related to foreseeable personal obligations shall be presented in writing to the Director of Facilities or designee at least five (5) working days in advance of the personal obligation. Time off, with or without pay, may be allowed at the sole discretion of the Employer for personal obligations such as: attending weddings or commencement exercises; day of moving; religious holy days; legal obligations other than jury duty; and the like. Such time off may be approved for less than a full day as circumstances suggest. The Employer, at its sole discretion, reserves the right to limit the number of days granted for this purpose.

Article XIII: Jury Pay

The Employer agrees to make up the difference in an employee's wages between a normal day's wages and compensation received for jury duty, where an employee is unable to report for work for some or all of their regular shift due to jury duty. The employee will promptly furnish written evidence to the Payroll Office of their jury wages so that this calculation can be made.

Article XIV: Uniforms, Materials, Mileage

Section 1. All employees are required to wear an issued uniform (protective clothing, or any type of protective device) as a condition of employment. Following the successful completion of the probationary period, employees will be issued five (5) sets of uniforms. In July, the Director of Facilities or designee will issue a uniform request form to all non-probationary employees which employees shall return within 30 days providing employees uniform size and quantity (up to three (3) new sets of uniforms). The cost of maintaining the uniforms or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the employee.

Section 2. The Employer agrees to provide such materials and license fees as may be required for employees to perform the duties assigned to them. The employer will provide protective equipment if mandated by M.G.L. c.149 §6½. The employer agrees to maintain any tools used in the performance of required duties provided the tools are periodically inspected by the Director of Facilities.

Section 3. Maintenance employees and floating night head custodian required to use their motor vehicles in and for the performance of their assignments shall be compensated $175 on a monthly schedule. There will be a monthly reimbursement, in accordance with the IRS mileage reimbursement rate, published annually, for out-of-town travel.

Section 4. The employer agrees to reimburse up to $100 for work shoes for custodial employees and up to $150 for work boots for grounds/maintenance employees.

Article XV: Union Representatives

Section 1. A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

Section 2. Union officers may be granted a reasonable amount of time off during working hours to investigate and settle grievances, with the knowledge and permission of the Director of Facilities.

Section 3. Representatives of the A.F.S.C.M.E, A.F.L.-C.I.O., Local 690 may enter the premises at any time for individual discussion of matters pertaining to the administration of this Agreement, providing they do not interfere with the performance of duties assigned the employees, upon obtaining permission from the office of the Superintendent of Schools, or the Assistant Superintendent for Finance and Operations which permission shall not be unreasonably withheld. The Employer may grant time off to employees to attend A.F.S.C.M.E., A.F.L.-C.I.O., Local 690 Chapter meetings with the provision that the required work for that day be completed.

Section 4. There shall be no discrimination by the Employer against any employee because of their Union membership or Union activities.

Article XVI: Union Bulletin Board

The Union may maintain a Union Bulletin Board in each building, at a location satisfactory to the Director of Facilities, to be used for the posting of Union notices. Denunciatory or inflammatory material shall not be posted or allowed to remain on such bulletin board.

Article XVII: Personnel Files

Section 1. Employees will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such report with their supervisors.

Section 2. No material derogatory to an employee's conduct, service, character, or personality will be placed in their personnel file unless the employee has had an opportunity to review such material. The employee will acknowledge that he had the opportunity to review such material by affixing their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material, and their answer shall be reviewed by the Assistant Superintendent for Finance and Operations.

Article XVIII: Evaluation

Section 1. All monitoring or observation of the work performance of an employee will be conducted with the full knowledge of the employee. All personnel should be aware that routine inspections are a part of the supervisory staff's activities and responsibilities. There shall be an annual performance review conducted by the employee's supervisor.

Section 2. There shall be one personnel file for each employee, to be maintained in the office of the Superintendent. Employees will have the right, upon written request, to review the contents of their personnel file (except for pre-employment references) with or without their Union Representative(s).

Section 3. The parties to this Agreement agree that the Employer has the right to require an employee to undergo a physical examination in order to assess the employee's capacity for assigned work.

Article XIX: Management Rights

Except as specifically limited or modified by the express terms of this Agreement, the School Committee and its designated administrators retain sole and complete authority to supervise, direct and control the operation of the Weston Public Schools and all employees thereof, including but not limited to the right to select and hire; discipline, suspend and discharge for just cause all employees; to transfer, promote and demote all employees; to determine the size, composition and assignments of the work force, to assign overtime; to subcontract work; and take any other action whatsoever in carrying out its responsibility to operate the school system so long as not inconsistent with the express terms of this Agreement.

Article XX: Safety Code Committee

A Safety Code Committee composed of two (2) representatives of the union and two (2) supervisory personnel shall be appointed. Said Committee shall appoint its own Chairman and meet regularly to review safety practices. It may draw up a safety code which both parties to this Agreement agree to enforce.

Article XXII: Classification and Position Description

Head Custodians, in carrying out their responsibilities, shall take their directions from the Building Principals and the Director of Facilities or designee. In the event of conflicting instructions, the Building Principal's instructions shall prevail.

Article XXIII: Miscellaneous

Section 1. This Agreement constitutes the entire Agreement between the parties as to all matters subject to collective bargaining, and negotiations for changes or additional provisions shall be by mutual consent only. The parties further agree that all subjects which should have been bargained have been bargained.

Section 2. Should any provision of this Agreement be found to be in violation of any federal or state law or decree of court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration hereof.

Section 3. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Article XXIV: Compensation

Section 1. As part of this Agreement, Appendix "A" is attached hereto setting forth job classifications and salary schedule.

Section 2. As a part of this Agreement, Appendix "B" is attached hereto setting forth the dates of continuous full-time employment of each employee, for seniority purposes.

Section 3. As a part of this Agreement, Appendix "C" is attached hereto setting forth the step level, job classification and rate of pay as of July 1, 2022, for each employee in the bargaining unit as of such date.

Section 4. Additional compensation shall be paid to employees covered by this Agreement for completion of continuous permanent employment in the bargaining unit as of July 1st, said compensation to be part of the annual base salary, or of the hourly rate, and provided that such longevity payments shall not be subject to any payroll deductions except as required by state and federal laws. The longevity amounts are as follows:

	2022-2023	2023-2024	2024-2025
More than 5, but less than 7 years' worked	$775	$775	$775
More than 7, but less than 10 years' worked	$825	$825	$825
More than 10, but less than 15 years' worked	$900	$900	$900
More than 15, but less than 20 years' worked	$950	$950	$950
More than 20 years	$1,075	$1,075	$1,075

Article XXV: Enrollment for Children of Employees

The children of non-resident employees covered by this Agreement may be entitled to enroll in the Weston Public Schools at the sole discretion of the Employer. The enrollment fee per child is $150 per school year or portion thereof.

The Employer reserves the right to exclude enrollees when they are regarded as requiring supplementary services.

Article XXVI: Deductions

Employees covered by this agreement may elect to participate in the Town of Weston's contributory life and health insurance program. Employees electing to participate will, upon proper execution of the required enrollment forms, have the appropriate share of the premiums deducted from their salary on a periodic basis.

Article XXVII: Notice of Resignation

An employee who intends to resign or retire shall provide written notice to the Assistant Superintendent for Finance and Operations not less than two (2) weeks prior to the effective date of the resignation. An employee who does not furnish such timely notification, shall not be eligible for a vacation payment in Article VIII, Section 4, to which he might otherwise have been entitled.

Article XXVIII: Health Insurance

Section 1 For employees working more than twenty (20) hours per week, the School Committee will pay:

A. 50% of a two-thousand-dollar group term life insurance policy:

B. 50% of the indemnity individual or family health care insurance coverage, whichever applies in the particular case;

C. 80% on the non-indemnity individual or family health care insurance coverage, whichever applies in the particular case.

The above pertains to all plans presently in effect and such plans as may be mutually agreed upon.

Section 2. Stipends will be added to the regular pay of those employees who were employed by Weston Public Schools as of October 29, 2007, and who choose non-indemnity health insurance as part of their Weston benefit package. The annual stipend amount will be divided equally by the number of pay periods. Upon the transfer into the Commonwealth of Massachusetts GIC, the applicable FY2009 stipend amount, as set forth below, shall be fixed ("grandfathered") as the stipend amount for the eligible employee, subject only to the agreed-upon base wage cost of living increases set forth in Appendix A, provided the eligible employee maintains health insurance coverage with the Town and the same type of coverage (i.e., individual or family). The stipend level will change to match coverage levels selected during the enrollment period for the coming year, e.g., switching individual coverage to family coverage will be accompanied by a change from the individual stipend to the family stipend then in effect.

The stipends amounts are:

	FY'23	FY'24	FY'25
	2.00% Increase	2.00% Increase	1.75% Increase
Former Blue Cross/Blue Shield			
Family	$2,692.43	$2,746.28	$2,794.34
Individual	$998.29	$1,018.25	$1,036.07
Former Harvard Pilgrim			
Family	$2,374.27	$2,421.75	$2,464.13
Individual	$872.92	$890.38	$905.96

If an eligible employee elects to opt out of health insurance for a given year, no stipend will be paid. If an employee opts into health insurance and is eligible for the stipend according to this section, the employee shall receive the former Harvard Pilgrim stipend amount corresponding to the selected family or individual plan. If an eligible employee previously had health insurance with the Town, opted out and then later opted back in, that employee will receive the former Harvard Pilgrim stipend amount regardless of the employee's prior plan.

The execution of this Agreement is without waiver of any of the Town's management rights and does not serve as any precedent for future actions of the Town.

Article XXVIIII: Term

This Agreement shall become effective as of July 1, 2022 and shall remain in full force and effect until June 30, 2025 and thereafter for subsequent one year periods unless either of the parties hereto on or before October 1, 2024 shall notify the other party in writing of its desire to terminate, amend, or modify this Agreement, effective the following June 30th.

WHEREFORE, the Committee and the Association have caused this **MEMORANDUM OF AGREEMENT** to be executed, subject to ratification by both parties by their duly authorized representatives, this 09 day of February 2022.

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

James Paine

Richard Seger

Date: 02.09.2022

FOR THE TOWN OF WESTON

Alyson Mozzo

Date: 02.09.2022

Appendix A
Wage Schedule

Hourly Rates Effective July 1, 2022
(2.00% Increase)

Category A: Custodian

Category B:

Category C: Assistant to Head Custodian, Secondary; Day Pool Custodian; Groundsmen; Night Pool Custodian

Category D: Maintenance General; Painter; Assistant Head Grounds; Elementary Head Custodian

Category E: Maintenance Specialist; Carpenter; Head Grounds; Floating Nigh Head Custodian; High School Head Custodian; Middle School Head Custodian

	Step 1	Step 2	Step 3	Step 4
Category A	$ 21.73	$ 22.49	$ 23.16	$ 23.63
Category B				
Category C	$ 23.16	$ 24.09	$ 24.99	$ 25.50
Category D	$ 24.61	$ 25.52	$ 26.39	$ 26.92
Category E	$ 26.05	$ 27.01	$ 27.95	$ 28.51

Appendix A
Wage Schedule

Hourly Rates Effective July 1, 2023
(2.00% Increase)

Category A: Custodian

Category B:

Category C: Assistant to Head Custodian, Secondary; Day Pool Custodian; Groundsmen; Night Pool Custodian

Category D: Maintenance General; Painter; Assistant Head Grounds; Elementary Head Custodian

Category E: Maintenance Specialist; Carpenter; Head Grounds; Floating Nigh Head Custodian; High School Head Custodian; Middle School Head Custodian

	Step 1	Step 2	Step 3	Step 4
Category A	$ 22.16	$ 22.94	$ 23.62	$ 24.10
Category B				
Category C	$ 23.62	$ 24.57	$ 25.49	$ 26.01
Category D	$ 25.10	$ 26.03	$ 26.92	$ 27.46
Category E	$ 26.57	$ 27.55	$ 28.51	$ 29.08

Appendix A
Wage Schedule

Hourly Rates Effective July 1, 2024
(1.75% Increase)

Category A: Custodian

Category B:

Category C: Assistant to Head Custodian, Secondary; Day Pool Custodian; Groundsmen; Night Pool Custodian

Category D: Maintenance General; Painter; Assistant Head Grounds; Elementary Head Custodian

Category E: Maintenance Specialist; Carpenter; Head Grounds; Floating Nigh Head Custodian; High School Head Custodian; Middle School Head Custodian

	Step 1	Step 2	Step 3	Step 4
Category A	$ 22.55	$ 23.34	$ 24.04	$ 24.52
Category B				
Category C	$ 24.04	$ 25.00	$ 25.94	$ 26.47
Category D	$ 25.54	$ 26.49	$ 27.39	$ 27.94
Category E	$ 27.04	$ 28.03	$ 29.01	$ 29.59

Seniority Listing
Category, Classification, Step and Location Assignments

Employment Date	Employee	Job Classification	School	Cate-gory	Step Level	22-23 Hourly Rate	
12/30/1986	KELLY, John	Head Custodian	C.S.	D	Max.	$26.92	
1/11/1993	DEWITT, Ed	Maintenance Specialist	B&G	E	Max.	$28.51	
8/21/1995	LEGER, Richard*	Night Pool Custodian	M.S.	C	Max.	$27.29	
3/24/1997	RUBIO, Guillermo*	Night Custodian	M.S.	A	Max.	$25.28	
11/26/2002	MILLETT, Paul*	Night Custodian	F.S.	A	Max.	$25.28	
9/29/2003	PETRULAVAGE, Paul*	Night Custodian	H.S.	A	Max	$25.28	
2/2/2004	KILCOYNE, Kevin*	Night Custodian	C.S.	A	Max	$25.28	
10/14/2008	WILSON, Clifford*	Night Custodian	M.S	A	Max	$25.28	
10/4/2010	GAGE, William	Grounds	B&G	C	Max	$25.50	
1/25/2012	KELLY, Dan	Head Custodian	F.S.	D	Max	$26.92	
4/14/2014	ARGUETA, Oscar*	Night Custodian	H.S.	A	Max	$25.28	
4/4/2016	WEBER, Timothy	Head Custodian	W.S.	D	2	$25.59	
4/11/2016	ARMSTRONG, John	Custodian	M.S.	A	Max	$23.63	
6/13/2016	CODY, Paul*	Night Custodian	M.S.	A	Max	$25.28	
8/8/2016	FRANQUIZ, Nelson*	Night Custodian	M.S.	A	Max	$25.28	
8/7/2017	PARISSE, Jim	Head Groundsman	B&G	E	Max	$28.51	
2/1/2018	THIBAULT, Robert	Maintenance Specialist	B&G	E	Max	$28.51	
2/20/2018	CONROY, Ryan	Grounds	B&G	C	3	$25.50	
4/23/2018	FORSYTHE, Todd	Head Custodian	H.S.	E	2	$27.01	
10/29/2018	FISH, Justin	Day Custodian	H.S.	A	Max	$23.63	
3/16/2020	EKEDO, Alex**	Night Custodian	C.S.	A	Max	$25.13	In 03/2023
9/14/2020	ORTEGA, Erwin**	Night Custodian	H.S.	A	3	$24.66	In 09/2022
9/23/2020	O'LEARY, Kevin**	Night Custodian	H.S.	A	3	$24.66	In 09/2022
11/2/2020	BIDDY, Matthew**	Night Custodian	W.S.	A	3	$24.66	In 11/2022
3/22/2021	BLAKELY, Dave	Head Custodian	M.S.	E	3	$27.95	In 03/2023
7/14/2021	KOLOSIEJ, Brandon**	Night Custodian	H.S.	A	2	$23.99	
8/2/2021	LYDON, Shawn**	Night Custodian	W.S.	A	2	$23.99	In 08/2022
8/11/2021	LYDON, Christopher**	Night Custodian	F.S.	A	2	$23.99	In 08/2022
1/5/2022	MORALES, Juan**	Night Custodian	H.S.	A	2	$23.99	In 01//2023

*Includes 7% for Night Shift Differential
** Includes $1.50 Night Shift Differential per hour

1/27/2022 Rev.