

AGREEMENT BETWEEN

THE WESTON SCHOOL COMMITTEE

AND

WESTON AIDES/PARAPROFESSIONALS ASSOCIATION

SEPTEMBER 1, 2010 TO AUGUST 31, 2013

2010-2013 AGREEMENT BETWEEN
 THE WESTON SCHOOL COMMITTEE
 and the
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ARTICLE I: RECOGNITION

The Weston Aides/Paraprofessionals Association, hereinafter referred to as the Association, is recognized by the Weston School Committee, pursuant to the provisions of C.150E of the General Laws of the Commonwealth of Massachusetts, as the exclusive bargaining agent with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, for employees whose positions are classified as follows: secretarial and instruction aides, and paraprofessional employees, and all referred to in this Agreement as Employee; but not including temporary hourly personnel, secretaries, nurses, cafeteria personnel, custodians and maintenance personnel, noon aides, teachers, administrators, bus drivers, or any other employees of the Weston Public Schools.

ARTICLE II: SCOPE

- Section 1. The School Committee retains sole and complete responsibility and authority to supervise and control the Weston Public Schools and the employees thereof including the Employees subject to this Agreement, including but not limited to determination of the size and composition of the work force and the subcontracting of work, except as limited or modified by the express provisions of this Agreement.
- Section 2. This document constitutes the entire Agreement between the parties for the term hereof as to all matters subject to collective bargaining under the laws of the Commonwealth of Massachusetts. Negotiations for changes or additions during the term of this Agreement will be by mutual consent only.
- Section 3. A copy of this Agreement shall be furnished to each Employee covered by it.
- Section 4. The female pronoun is used through this Agreement for convenience but may refer to a male as well as a female because the English language does not contain a suitable neutral pronoun.
- Section 5. 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 thereof.

ARTICLE III: GRIEVANCE PROCEDURE

- Section 1. A grievance is defined as an allegation by an Employee or group of Employees or the Association that one or more express terms or provisions of this Agreement have been violated, or as a dispute concerning the interpretation, meaning of application or any

express term or provision of this Agreement.

Section 2. An Employee covered by this Agreement shall have the right to present a grievance, individually or in concert with other Employees, and have it promptly considered on its merits.

ARTICLE III: GRIEVANCE PROCEDURE - (continued)

Section 3. Grievance Levels

Step 1. Any employee having a grievance shall discuss the matter with her immediate Administrator within ten (10) school days after the Employee had knowledge or reasonably should have had knowledge of the event leading to the grievance. Every effort for an informal resolution shall be made in a good faith attempt to resolve the problem.

Step 2. If, in the estimation of the Employee, the grievance is not satisfactorily resolved in Step 1, the grievant may, within five (5) school days after Step 1 discussion, present the grievance to the Superintendent of Schools or his designee for his consideration. This presentation shall be in writing and shall include, at least, the following information:

- a. Name, job title, and category level of grievant;
- b. Brief statement of facts;
- c. Remedy requested;
- d. Immediate Administrator's (Step 1) disposition; and
- e. Signature(s) of grievant(s).

The Superintendent, or his designee, within five (5) school days after receipt of the written grievance, shall render his decision thereon. The Superintendent, or his designee, may discuss the matter with the grievant and immediate Administrator. Whenever the Superintendent or his designee has such discussion with the immediate Administrator, the grievant (or if the grievant chooses, the Association) shall be provided with a similar opportunity.

Step 3. If the Employee is yet aggrieved by the decision rendered in Step 2, the grievant may refer the grievance, in writing, to the Chairman of the School Committee within five (5) school days after receipt of the Step 2 decision. The School Committee, or a subcommittee thereof, shall meet with the grievant as soon as possible and will render a written decision to the grievant and the Association within ten (10) school days.

Step 4. If the decision of the School Committee is unsatisfactory the Association may refer the grievance to Arbitration by giving written notice of such intent to the Superintendent of Schools and to the Chairman of the School Committee within ten (10) school days after issue of the Step 3 decision.

If the Committee and the Association cannot agree within seven (7) school days after written notice as specified above of the intention to arbitrate, then the party demanding arbitration shall within three (3) school days thereafter request a panel consisting of one member of the School Committee, one member of the Association, and one neutral person, mutually selected by the Committee and the Association, which will render within ten (10) school days a written decision which shall be final and binding. The panel shall be without power, authority, or jurisdiction to alter, add to or detract from the provisions of this Agreement, or to make any decision which changes or modifies any

decision as to which the School Committee has sole discretion under the express terms of this Agreement. The panel's authority shall extend only to a finding whether or not there has been a violation of the express terms of this agreement.

Section 4. If any grievance is not filed at any step within the time limit specified, the grievance shall be deemed settled on the basis of the disposition and shall not be eligible for further processing; failure at any step of this procedure to communicate the decisions of a grievance within the specified time limits to the grievant and to the Association shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

ARTICLE IV: INSURANCE AND ANNUITY PLANS

Section 1. Employees may, at their request, participate in a tax-sheltered annuity plan.

Section 2. For employees working twenty (20) or more hours per week, the Town of Weston will continue to pay 50% of the cost of:

- a. a two-thousand (\$2,000) dollar term life insurance policy of the type presently in effect;
- b. individual or family coverage, whichever applies, of the health insurance plan presently in effect.

Section 3. If the Town of Weston increases its percentage of payment of the cost of insurance for other Town employees, the same percentage rate shall apply to those Employees covered by this Agreement.

Section 4. Stipends will be added to the regular pay of those employees who were employed by Weston Public Schools as of December 21, 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’11 No Change | FY’12 1.75% Increase | FY’13 2.0% Increase |
|-------------------------------|--------------------|-------------------------|------------------------|
| Former Blue Cross/Blue Shield | | | |
| Family | \$2,114.41 | \$2,151.41 | \$2,194.44 |
| Individual | \$783.98 | \$797.70 | \$813.65 |
| Former Harvard Pilgrim | | | |
| Family | \$1,916.84 | \$1,950.38 | \$1,989.39 |
| Individual | \$704.73 | \$717.06 | \$731.40 |

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.

It is the intent of the School Committee to continue the provisions of Section 4 throughout the length of the employee's continued employment within the Weston Aides and Paraprofessionals Association (WAPA) bargaining unit.

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 V: TUITION REIMBURSEMENT

Section 1. An Employee may receive tuition reimbursement for approved college, university, or business school courses which are related to job proficiency and which have been completed successfully, subject to the enrollment having received prior approval of the Superintendent or his designee.

Section 2. Application for tuition reimbursement must be made in writing to the Superintendent or his designee prior to registration for the course(s). In the event that an application is rejected, said rejection shall be in writing and shall contain the reason(s) for rejection; such response will be given within ten working days of the Superintendent's receipt of the application.

ARTICLE VI: USE OF MOTOR VEHICLES

Section 1. Employees required to use their motor vehicles in the performance of their assigned duties (exclusive of commuting to and from work) shall receive mileage reimbursement at the prevailing Town rate as adopted by the Weston Board of Selectmen, upon approval of expense vouchers submitted to the Administrator and to the Business office.

Section 2. If the mileage rate for Town Employees is increased by the Board of Selectmen the rate for Employees covered by this agreement will be increased to that set by the Board of Selectmen, effective the date of School Committee vote to concur.

ARTICLE VII: ENROLLMENT FOR CHILDREN OF EMPLOYEES

The children of non-resident Employees who work at least half time (at least 15 hours per week) may be enrolled for as long as the employee parent is covered by the terms of this Agreement, in the Weston Public Schools at the sole discretion of the School Committee, upon written application to the Superintendent or his designee. The enrollment fee per child is twenty-five (\$25.00) dollars per school year or portion thereof.

The School Committee reserves the right to exclude applicants or enrollees when they are regarded as requiring supplementary services.

ARTICLE VIII: WORK SCHEDULE

Section 1. The regular work year (school year) for Employees in Pools A and B shall range from 144 to 180 days, which shall include days when children are in attendance and any other days designated by the School Committee, such as orientation days at the beginning of the school year and workshop days during the school year. Any additional day or days or fractions of a day or days in excess of 180 days, designated to work by the School Committee, which immediately follows or precedes the regular school calendar, shall be paid at the hourly rate as stated in the Agreement or, by mutual agreement between the principal and the employee, will be compensatory time. Compensatory time must be used within the school year in which it is granted. In addition Employees may be assigned by the Superintendent or his designee to work additional (occasional) days, which are not to be considered part of the regular year or a permanent part of the work year.

The following is the work year schedule for Pool C:

| | |
|------------------------|--|
| Elementary Level | 200 days @ 8 hour/day (not including holidays) |
| Middle and High Levels | 235 days @ 8 hour/day (not including holidays) |

Grandfathered Position

The Weston School Committee and the Weston Aides and Paraprofessional Association (WAPA) agree to the following grandfathering provisions:

- 1.) The Middle School and High School Language Lab position will remain at the current work schedule until either the occupant resigns/retires, or until August 31, 2013 whichever comes first. When the grandfather period is over, the hours and work schedule will coincide with Pool C Middle School Technical Support and High School Technical Support positions.
- 2.) The Middle School World Language Aide position will remain at 10 hours weekly for 180 days until the occupant resigns/retires. At the time of resignation or retirement, the hours and work schedule will coincide with Pool C Middle School Technical Support position.
- 3.) The position hours and days are grandfathered as described above. The Middle School Language Lab position and the Middle School World Language Aide position will function under the job description of the Middle School Technical Support position as of September 1, 2011. The High School Language Lab position will function under the job description of the High School Technical Support position as of September 1, 2011.

Section 2. The normal work week for Employees begins on Monday and ends on Friday. A full-time work week shall be 30 hours or more.

Section 3. Part-time:

- a. an Employee who works less than full-time shall receive written statement of the percentage of full-time status for which she has been employed. A part-time Employee will receive salary and benefits on a pro-rata basis, in the proportion that the part-time Employee's hours bears to the hours per year of a full-time Employee's hours bears to the hours per year of a full-time Employee.

- b. Employees are entitled to proportional application of all sections of sick leave and leave and other absences with pay ("benefit days"). The computation of benefits for these two Articles is as follows:
1. A part-time Employee who works less than full-time for five (5) days per week is entitled to the same number of benefit days specified above except that days will mean part-time days.
 2. A part-time Employee who works less than five (5) days per week is entitled to that proportion of the number of benefit days that the number of days she works per week bears to a five day week; for example an Employee who works three (3) days per week is entitled to 3/5ths of the number of benefit days referred to in any section. Pay for any such day will be equal to the number of hours normally worked on that day.
 3. A part-time Employee shall advance one full step on the full-time salary schedule each part-time year she works.
 4. Employees who work twenty (20) hours or more per week are entitled to coverage by the Town of Weston's Health and Life Insurance Plan as cited in Article IV.

Section 4. All Employees shall be notified by June 15th as to the number of hours they are scheduled to work in the following school year.

Section 5. The number of work hours of an Employee may not be changed during a given work year except by mutual agreement between the Employee and the Superintendent or his designee.

ARTICLE IX: HOLIDAYS

Section 1. The following days shall be considered to be paid holidays for Employees if schools are not in session and if these days fall within the Employee's work year; Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, and Memorial Day. If the Employer (School Committee or Superintendent of Schools) directs that the unit's work year will start before Labor Day, all employees will receive Labor Day as an additional paid holiday.

Section 2. Holiday pay shall be at the Employee's then current hourly wage rate for the Employee's then current scheduled workday.

ARTICLE X: SICK LEAVE

Section 1. Newly hired Employees will accrue sick leave at the rate of 1 1/2 days per month of employment. Beginning with the second year of employment, Employees are entitled to 15 sick days per year. Unused sick leave days shall accumulate from year to year without limitation.

Section 2. Sick leave is available for use only for cases of actual illness and/or disability of the Employee.

Section 3. Each Employee shall receive notice of her accumulated sick leave by October 1st of each

school year.

Section 4. The Sick Leave Bank was implemented on September 1, 2006.

Section 1 – Purpose.

The purpose of the Sick Leave Bank is to provide additional sick leave to eligible employees who are unable to perform her/his duties due to a serious personal illness or non-job related injury and have exhausted any and all types of accumulated leave, including but not limited to sick leave and compensatory time. A serious personal illness is defined as an illness that requires the employee to be out of work for at least ten (10) consecutive working days.

Section 2 – Eligibility.

To be eligible for the sick bank an employee must be a current bargaining unit member who has been employed for at least one school year.

To further determine eligibility, Sick Leave Bank Committee members may request adequate medical evidence of a serious personal illness and may consider prior utilization of all sick leave and length of service in the Weston Public Schools. Eligibility to participate ends on the termination of employment or death of the employee. All eligibility decisions made by the Sick Leave Bank Committee are final and binding and not subject to appeal.

Section 3 – Contributions.

The Sick Leave Bank shall be established with a total of 175 days (1,050 hours). A day is defined as six (6) hours. The following contributions were made to establish the bank:

- Effective September 1, 2006, all bargaining unit members with at least one (1) year of service shall contribute from the member's accumulated sick leave a number of hours equal to one (1) workday for the member.
- Effective September 1, 2006 the Weston School Committee shall make an initial one time contribution of hours equal to the balance of the hours required to achieve 175 days (1,050 hours).

Effective at the start of each subsequent year if the total number of days in the Sick Leave Bank drops below 175 days (1,050 hours), all bargaining unit members shall contribute hours equivalent to up to one (1) workday of his/her accumulated sick leave.

Furthermore, if the sick leave bank drops below the 175 days (1,050 hours) described above and the contribution of mandatory hours is not sufficient to replenish the bank to the full 175 days (1,050 hours), all bargaining unit members with at least one (1) year of service may voluntarily contribute hours equivalent to up to five (5) additional workdays of his/her accumulated sick time to re-establish the bank at 175 days (1,050 hours). Voluntary contributions will be made using a form provided by the School Department and completed and signed by the member. Voluntary contributions to the Sick Leave Bank are irrevocable.

The total number of days in the Sick Leave Bank shall not exceed 175 (1,050 hours).

In the event that the Sick Leave Bank is exhausted, the School Committee may, at its sole discretion, make an additional contribution of total hours equivalent to one (1) workday for each bargaining unit member.

Section 4 – Administration of the Sick Leave Bank.

The Sick Leave Bank will be administered by a three (3) member Committee comprised of two (2) members from the bargaining unit appointed by the Association and one (1) member appointed by the Superintendent of Schools. At the beginning of each school year the Association will notify the Superintendent or designee in writing of the names of the members of the Sick Leave Bank Committee and the Superintendent or designee will notify the Association of the name of his/her Sick Leave Bank Committee member. Either party shall promptly notify the other of any changes in membership. Any decision made by the Sick Leave Bank Committee, with respect to eligibility and award, is final and binding and not subject to appeal.

Section 5 – Application to the Sick Leave Bank Committee.

Bargaining unit members may apply to the Sick Leave Bank Committee according to the following procedures:

- 1) A bargaining unit member, or a person authorized to act on his/her behalf, shall submit a written request to the Sick Leave Bank Committee setting forth:
 - a. The nature of the illness or injury causing the disability;
 - b. a physician's certificate attesting to the nature and expected duration of the illness or injury;*
 - c. the number of days being requested from the Bank.
(*All medical information will be treated as confidential except for the purposes of discussing the member employee's request.)
- 2) The Sick Leave Bank Committee will consider the eligibility of the applicant and, if eligible, determine an appropriate award.

Section 6 – Awards of the Sick Leave Bank Committee.

The Sick Leave Bank Committee, acting by a majority thereof, at its sole discretion, may award to any eligible person such number of days as it deems appropriate, but not to exceed the number of days requested by the member and corroborated by the medical evidence. The Sick Leave Bank Committee in making its award may also consider the applicant's prior utilization of all sick leave and length of service in the Weston Public Schools. The Sick Leave Bank Committee in making its award may not grant sick leave to a member in excess of thirty (30) days at a time. The Sick Leave Bank Committee's awards may not exceed a total of ninety (90) days for any one prolonged illness in one school year. Award of days from the Sick Leave Bank Committee will not extend beyond the 180 day school year except to the extent that a member's assigned work year includes workdays beyond 180. No member will receive awards from the Sick Leave Bank in more than two (2) consecutive school years for the same illness or injury unless the Superintendent or designee and Sick Leave Bank Committee so agree. All awards made by the Sick Leave Bank Committee are final and binding and not subject to appeal. All awards of the Sick Leave Bank Committee will be communicated in writing to the recipient, with copies to the Superintendent or designee and the Association. During and upon return from such leave, a bargaining unit member will be considered as if actively

employed by the School Committee during the leave and all rights and benefits to which the person is entitled will be credited and available to him/her.

Section 7 – Sick Leave Bank Records

The Association will record the voluntary contributions of its members and maintain the records for the purpose of tracking the Sick Leave Bank. Any and all voluntary contributions will be made through a form that will be submitted to the Association members of the Sick Leave Bank Committee. Upon receipt of such voluntary contributions, the Sick Leave Bank Committee will promptly notify the Human Resources Manager of such voluntary contributions.

The District shall record and adjust personnel records for any mandatory and voluntary contributions. It shall be each Association member's responsibility to verify his/her balances annually and to notify the District of any discrepancies in their leave balances within thirty (30) days of receipt of their balances from the District. The District shall not be responsible for making corrections if a member does not notify the District within the thirty (30) days.

The Sick Leave Bank Committee shall notify the District in writing of approved withdrawals from the Sick Leave Bank. The District shall adjust payroll and personnel records accordingly. The District may conduct an annual audit of the Sick Leave Bank. In the event of a new or successor contract the balance of the Sick Leave Bank will carried over.

ARTICLE XI: MATERNITY/CHILD BEARING LEAVE

Section 1. Employees covered by this agreement shall be eligible for unpaid childbearing leave for up to eight (8) weeks upon written notice to the Superintendent of not less than two (2) weeks before the effective date of the leave.

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated as temporary disabilities eligible for accumulated unused sick leave benefits provided the Employees presents the Superintendent or his designee with medical evidence certifying such disabilities.

ARTICLE XII: CHILDREARING LEAVE

Section 1. Childrearing leave without pay may be granted to an Employee for a period of time not to exceed eighteen (18) calendar months, subject to prior approval by the Superintendent of Schools or his designee at least thirty (30) days prior to the commencement of such proposed leave. It is expected that the duration of such childrearing leaves will be arranged so that the Employee will resume employment in September of a school year. No more than two (2) such childrearing leaves with an aggregate maximum of eighteen (18) months may be granted to any one Employee.

ARTICLE XIII: LEAVES AND OTHER ABSENCES WITH PAY

Section 1. Time off with pay for immediate family events/situations such as serious illness, bereavement, serious accidents, weddings, commencement exercises and the like shall be allowed upon request and at the discretion of the Employee's administrator, with right of appeal to the Superintendent, whose decision shall be final.

For purposes of this section and all other relevant portions of this Agreement, "immediate family" shall be defined as the Employee's parent, spouse, child, brother, sister, brother-in-law, sister-in-law, parent of spouse, grandchild(ren) and grandparents.

- Section 2. Time off with pay for attendance at funerals, for moving days, religious obligations, legal obligations, and the like, shall be requested from and may be allowed by the Employee's administrator, with right of appeal to the Superintendent, whose decision shall be final.
- Section 3. Attending professional education workshops, conferences, and seminars approved by the Administrator and the Superintendent or his designee shall not result in loss of pay.
- Section 4. Jury Duty: The employer agrees to make up the differences 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 her regular shift due to jury duty. The Employee shall promptly furnish to the Administrator documents related to compensation for jury duty.

ARTICLE XIV: SENIORITY

- Section 1. Seniority is defined as the length of continuous employment in a position covered by this Agreement.
- Section 2. Newly hired Employees shall be deemed probationary for the first 45 school days of employment in a position covered by this Agreement, 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.

ARTICLE XV: REDUCTION IN FORCE

- Section 1. If the number of positions or the number of hours in a position covered by this Agreement is reduced, the School Committee will seriously consider seniority with employee pool as defined below, as well as, training, quality of previous work performance, and quality of current work performance when determining which Employee will be laid off. An involuntary reduction in an Employee's hours shall be construed as a reduction in force for purposes of this Article. An employee whose position has been reduced in force shall (a) be transferred to an open position within their respective pool or (b) if none is available, replace the employee with the least seniority who has the same or smaller number of hours within their respective pools. There are three (3) pools are as follows:

- Pool A - Pre-School, Middle & Kindergarten Instructional Aides
- Pool B - All other employees covered by this Agreement not specified in Pools A or C
- Pool C - Computer and Language Lab Paraprofessionals

Should all other factors above be deemed by the employer to be equal, employees, will be laid off within their respective pools in the inverse order of their date of initial employment. In cases involving identical seniority, retention and recall decisions shall be based on a lottery involving only those individuals with identical seniority.

- Section 2. In the event of a lay-off or elimination of position all affected Employees shall be eligible

for recall to fill vacancies. No new Employee shall be hired until such time as every Employee on the recall list has been given an opportunity to apply for the vacancy. Notwithstanding this provision, the School Committee reserves and retains the right to temporarily fill vacant positions during such recall periods, including by means of temporary transfers or new hires.

- a. the recall list will include affected but not retired Employees; beginning and ending dates of continued service in the Weston Public Schools; name, address, and telephone number. It is the affected Employee's responsibility to furnish current information and an updated resume to the Superintendent's Office.
- b. an Employee's name shall be maintained on the recall list for a maximum of two (2) school years after the effective date of her lay-off.
 1. persons on the recall list are required to notify the Superintendent's Office in writing if they no longer wish to be considered for recall.
 2. an individual who refuses a comparable job offer (comparable to that which the Employee held at the time of lay-off) will be dropped from the recall list except when the refusal is for a verified medical reason. Medical reasons do not extend the recall period.
 3. during the recall period, those members who are qualified and who have been laid off shall be given preference on the substitute list if they so notify the Superintendent in writing that they desire to be placed on said list.
- c. When a vacancy is to be filled:
 1. the Superintendent's Office will notify by certified mail each person on the recall list;
 2. those interested must notify the Superintendent's Office in writing within five (5) working days from the date of notification post mark.
- d. Upon recall the Employee shall have restored to her all previously earned unused sick leave. Any Employee recalled shall be considered as having been on unpaid leave of absence.
- e. If the recall occurs within the same contract year, compensation will be paid at the same rate as prior to lay-off. If the recall occurs in the subsequent year the rate of compensation will be one step higher on the salary schedule, unless the Employee was already on maximum step.
- f. Laid-off employees may continue Health and Life Insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by forwarding to the Town Treasurer the entire premium costs for the group plan. Failure to forward the premium payments to the Town Treasurer or refusal to return to employment upon recall will terminate this option.

Section 3. Except as provided under ARTICLE XIV, Section 2, no Employee shall be discharged during a school year without just cause.

ARTICLE XVI: VACANCY

- Section 1. Whenever a vacancy is to be filled a posting will be sent to all employees over e-mail from the Human Resources Director to all@mail.weston.org. Job postings will also be posted in the main offices of the High School, Middle School, Field School, Woodland School, Country School, and in the Food Services Office, PreSchool Office, Transportation Office, Building and Grounds Office, and outside the Personnel Office in Case House. The administration shall provide written response to each applicant regarding the disposition of her application.
- Section 2. Vacancy notices shall set forth the location, specifications, qualifications and rate of compensation for the position as well as the date by which application shall be filed with the Superintendent or his designee.
- Section 3. In filling positions covered by this Agreement by promotions and voluntary transfers, an applicant Employee's training, quality of previous work performance, quality of current work performance, experience, ability, and suitability for the new position as well as seniority as defined in Article XIV shall be considered by the School Committee at its sole discretion. Initial placement on the salary schedule will be determined at the sole discretion of the School Committee. Reasonable effort will be made to grant credit for previous comparable experience.
- Section 4. Occasional clerical work exceeding five days or 30 hours in one assignment will be advertised to the Employees in this unit as far in advance as is reasonably possible. During the school year, such notice will be deemed to have been made by posting information in each building's Principal's Office. During the summer vacation, if necessary, there will be a mailing to the unit on or about July 1st and/or on or about August 1st. Nothing in this section shall prevent the employer from assigning occasional work to persons who are or who are not represented in this Agreement.

ARTICLE XVII: COMPENSATION AND DEDUCTIONS

- Section 1. Effective September 1, 2011, each member of the staff will be paid on the 2nd and 4th Thursday of the month throughout the calendar year. Staff may elect to receive her yearly salary in twenty equal bi-monthly payments beginning in September and ending in June, or in twenty-four equal bi-monthly payments throughout the year. A staff member who elects the twenty-four payment plan is entitled to elect to receive July and August checks along with his June check, provided notice of such election is given to the Superintendent or his designee by May 1. Staff will be paid on the twenty payment plan unless notice in writing is given to the Superintendent or her designee by June 1.
- Section 2. Upon an Employee's authorization in writing on a form prescribed by the Superintendent of Schools or his designee payroll deductions may be made for the Employee for the following purposes:
- a. Local, State and National Association dues in fourteen (14), equal, consecutive bi-monthly installments beginning with the November payroll.
 - b. Any other deductions authorized by the Weston School Committee.
 - c. Annuity deductions, corresponding in frequency to the frequency of pay dates.

Section 3. A Paraprofessional position, for purposes of this Agreement, is defined as a position which requires, as a prior condition of employment, job-specific specialized education or training or documented experience in a similar position, over and above that training or experience required for secretarial, clerical and other aides. Effective September 1, 2004 elementary library aide positions shall be reclassified to Paraprofessional positions. Effective September 1, 2007 the High School Bookkeeper position shall be reclassified to a Paraprofessional position.

Section 4. Wages for employees shall be as set forth in Appendix A.

ARTICLE XVIII: LONGEVITY

Section 1. Additional compensation shall be paid to Employees in positions covered by this agreement for completion of continuous, permanent employment in the Weston Schools, said compensation to be paid either in one lump sum in December or by addition to the Employee's wage rate throughout the then current school year, the choice of payment schedule to be given in writing by the Employee to the Director of Finance and Operations prior to the closing of the first payroll period of the school year.

| <u>Years of Service</u> | <u>Amount</u> |
|-------------------------|---------------|
| After 5 Years | \$0.60/hr. |
| After 10 Years | \$0.75/hr. |
| After 15 Years | \$0.85/hr. |
| After 20 Years | \$1.05/hr. |

Section 3. Additional Service Increment. An employee who voluntarily resigns after completing continuous employment in a Weston Public Schools positions covered by this agreement for at least fifteen complete school years shall have her terminal year's salary (base + holiday pay + longevity pay) increased by ten percent, provided the employee furnishes the employer with written, irrevocable notice of resignation no later than March 1 of the year before the year in which the resignation is to take effect. In the event that resignation becomes effective before the end of a school year, this additional service increment shall be pro-rated according to the fraction of the year worked. The additional service increment shall not be applied to salary or wage payments issued in the course of or in settlement of Workmen's Compensation claims.

ARTICLE XIX: SUBSTITUTE TEACHING

Except in an emergency, Employees in this Bargaining Unit shall not be required to substitute for an absent teacher. An employee who is designated by the building principal or his/her designee to substitute for a teacher shall receive the following compensation:

For an entire workday the employee who teaches shall be paid \$30.00 (thirty dollars) in addition to the employee's regular pay or the second step of a substitute's pay, which ever is higher. For managing the class, they shall be paid \$20.00 in addition to the employee's regular pay.

For up to 3 (three) hours the employee who teaches shall be paid \$15.00 in addition to the employee's regular pay. For managing the class, they shall be paid \$10.00 in addition to the employee's regular pay.

For up to 3 (three) hours the employee who teaches shall be paid \$15.00 in addition to the employee's regular pay. For managing the class, they shall be paid \$10.00 in addition to the employee's regular pay.

For more than 3 (three) hours but less than the entire work day, the employee who teaches shall be paid \$20.00 in addition to the employee's regular pay. For managing the class, they shall be paid \$12.00 in addition to the employee's regular pay.

Any employee covered by this agreement who is designated by the building principal or his/her designee to substitute for three (3) days or more for an employee who is in a different bargaining unit, with the exception of Unit A, will receive the rate of pay commensurate with the position being covered.

ARTICLE XX: DURATION

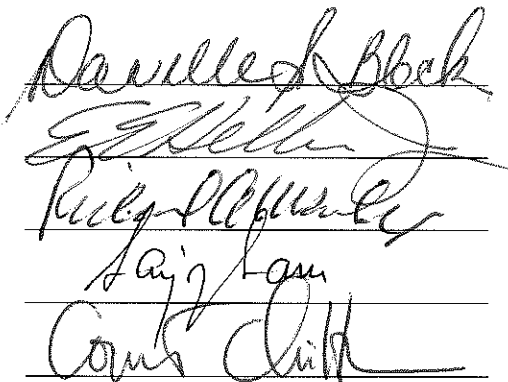
This agreement shall become effective September 1, 2010 and shall remain in full force and effect until August 31, 2013 and thereafter for subsequent one year periods unless either of the parties hereto, on or before October 1, 2012, shall notify the other party in writing or its desire to terminate, amend, or modify this agreement effective the following August 31st.

ARTICLE XXI: AGENCY FEE

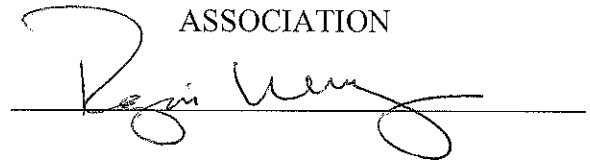
The Committee agrees to require as a condition of employment that all Aides/Paraprofessionals, except those certified as members to the Committee by the Association, pay annually or by dues deduction to the Association on the 30th day subsequent to the effective date of this agreement, any agency service fee which shall be commensurate with the cost of collective bargaining and contract administration as determined solely by the Association, and which amount shall be certified annually to the Committee by the Association.

IN WITNESS WHEREOF the Weston School Committee and the Aides/Paraprofessionals Association, by their Respective representatives duly authorized to affix their signatures to this Agreement in duplicate on the 23rd day of May, 2011.

WESTON SCHOOL COMMITTEE



WESTON AIDES/PARAPROFESSIONALS
ASSOCIATION



**Appendix A
Wage Schedule**

**Hourly Rates Effective September 1, 2010
(0.0% Increase, 0.75% One-Time Payment)**

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> |
|---|---------------|---------------|---------------|
| Secretarial Aides | \$ 15.15 | \$ 15.67 | \$ 16.19 |
| Paraprofessional / Instructional Aides | \$ 16.88 | \$ 17.55 | \$ 18.14 |
| Technical Support | \$ 20.51 | \$ 21.28 | \$ 22.02 |

**Hourly Rates Effective September 1, 2011
(1.75% Increase, Additional 0.25% for Secretarial Aides)**

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> |
|---|---------------|---------------|---------------|
| Secretarial Aides | \$ 15.45 | \$ 15.98 | \$ 16.51 |
| Paraprofessional / Instructional Aides | \$ 17.18 | \$ 17.86 | \$ 18.46 |
| Technical Support | \$ 20.87 | \$ 21.65 | \$ 22.41 |

**Hourly Rates Effective September 1, 2012
(2.00% Increase, Additional 0.25% for Secretarial Aides)**

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> |
|---|---------------|---------------|---------------|
| Secretarial Aides | \$ 15.80 | \$ 16.34 | \$ 16.89 |
| Paraprofessional / Instructional Aides | \$ 17.52 | \$ 18.21 | \$ 18.83 |
| Technical Support | \$ 21.29 | \$ 22.09 | \$ 22.85 |

Appendix B
Seniority Listing (Step Level, Rate of Pay, and Location)
2010-2013

| Seniority | | | | | | 2011 | Hours |
|-------------|-----------------------|--------------|------------------------------------|-----------------|-------------|--------------------|-----------------|
| <u>Date</u> | <u>Employee</u> | <u>Pool*</u> | <u>Job Description</u> | <u>Location</u> | <u>Step</u> | <u>Rate of Pay</u> | <u>Per Week</u> |
| 1/27/1986 | FAHEY, Carol | B | House Aide - 6th | Middle | 3 | 16.51 | 30 |
| 9/2/1987 | EASTWOOD, Amy | C | Language Lab Paraprofessional | High | 3 | 22.41 | 17.5 |
| | | C | Language Lab Paraprofessional | Middle | 3 | 22.41 | 10 |
| 9/22/1989 | KOVAL, Patricia | B | Library/Media Paraprofessional | High | 3 | 18.46 | 25 |
| 9/25/1989 | PEDONE, Carol | B | Grade K-1 Aide | Country | 3 | 16.51 | 31 |
| 9/6/1990 | HOFF, Carol Ann | B | Library/Media Paraprofessional | Country | 3 | 18.46 | 30 |
| 9/7/1995 | CROUSS, Barbara | B | Grade 2/3 Aide | Woodland | 3 | 16.51 | 31 |
| 9/7/1995 | REES, Mary Louise | B | Library/Media Paraprofessional | High | 3 | 18.46 | 25 |
| 2/14/1996 | MARUSKIN, Lynn | B | Library/Media Paraprofessional | Middle | 3 | 18.46 | 22.5 |
| 9/5/1996 | LANDRY, Carol | A | Pre-School Instructional Aide | Woodland | 3 | 18.46 | 27.5 |
| 3/23/1999 | LESBIREL, Petra | C | Technical Support Paraprofessional | Middle | 3 | 22.41 | 40 |
| 9/7/1999 | SABINO, Ellen | A | Pre-School Instructional Aide | Woodland | 3 | 18.46 | 27.5 |
| 11/15/1999 | TEDESCHI, Maria (Liz) | B | Sped Aide | Middle | 3 | 16.51 | 20 |
| 11/29/1999 | KACOYANIS, Theresa | B | Aide Position I | High | 3 | 16.51 | 20 |
| 1/7/2000 | WONG, Regina | B | Attendance Office Aide | High | 3 | 16.51 | 27.5 |
| 2/29/2000 | TASKER, Monisha | B | Library/Media Paraprofessional | Middle | 3 | 18.46 | 15 |
| | | C | World Language Lab Aide | Middle | 3 | 22.41 | 7.5 |
| 9/1/2000 | YOUNGER, Joan | A | Pre-School Instructional Aide | Woodland | 3 | 18.46 | 27.5 |
| 9/11/2000 | MOLYNEAUX, Valarie | A | Kind. Instructional Aide | Country | 3 | 18.46 | 25.9 |
| 9/14/2000 | CINAR, Janet | B | Sped Aide | Woodland | 3 | 16.51 | 22.5 |
| 9/6/2001 | NOLAN, Teresa | B | Office Aide | Field | 3 | 16.51 | 25 |
| 9/24/2001 | WARNER, Robyn | B | House Aide - 7th | Middle | 3 | 16.51 | 30 |
| 11/19/2001 | VALLE, Carl | C | Technical Support Paraprofessional | Country | 3 | 22.41 | 40 |
| 11/26/2001 | GEORGE, Kari | B | Library/Media Paraprofessional | Woodland | 3 | 18.46 | 30 |
| 9/5/2002 | D'AMORE, Brenda | B | Sped Aide | Field | 3 | 16.51 | 22.5 |
| 10/2/2002 | SCHMALENBERGER, T. | B | Sped Aide | Middle | 3 | 16.51 | 7.5 |
| | | | Guidance Aide | Middle | 3 | 16.51 | 22 |
| 10/7/2002 | MEYERS, Leslie | A | Kind. Instructional Aide | Woodland | 3 | 18.46 | 25.9 |
| 9/8/2003 | ROWLAND, Nancy | B | Office Aide | Country | 3 | 16.51 | 25 |
| 10/1/2003 | DI BUONO, Suzanne | B | Sped Aide | High | 3 | 16.51 | 30 |
| 11/3/2003 | NAJARIAN, Virginia | B | Grade 5 Aide | Field | 3 | 16.51 | 26.5 |
| 3/3/2004 | DOUGLAS, Cheryl | B | Pre-School Office Aide | Country | 3 | 16.51 | 20 |
| 9/7/2004 | BROEKEL, Peggy | A | Kind. Instructional Aide | Woodland | 3 | 18.46 | 25.9 |
| 9/7/2004 | DITOMMASO, Peter | C | Technical Support Paraprofessional | Field | 3 | 22.41 | 40 |
| 9/7/2004 | VITALE, Nancy | B | Grade 2/3 Aide | Country | 3 | 16.51 | 31 |
| 9/6/2005 | DOWD, Martha | A | Preschool Instructional Aide | Country | 3 | 18.46 | 27.5 |
| 2/27/2006 | WOODWORTH, Lee | B | Office Aide III | High | 3 | 16.51 | 35 |
| 9/5/2006 | LANATA, Colleen | B | PE/Athletic Aide | High | 3 | 16.51 | 30 |

| | | | | | | | |
|------------|---------------------|---|------------------------------------|----------|---|-------|-------|
| 10/5/2006 | POLLER, Sharon | B | Bookkeeper | High | 3 | 18.46 | 25 |
| 10/30/2006 | SALVO, Tracey | B | Office Aide | Middle | 3 | 18.46 | 35 |
| 8/29/2007 | FARINA, Beverly | B | Grade K-1 Aide | Woodland | 3 | 16.51 | 31 |
| 8/29/2007 | SPAULDING, Geralyn | B | Special Ed Aide | Country | 3 | 16.51 | 22.5 |
| 9/4/2007 | SALVO, Deborah | B | Bookkeeper/Typist | Middle | 3 | 18.46 | 31.25 |
| 9/4/2007 | VAN SICKLE, Barbara | A | Preschool Instructional Aide | Country | 3 | 18.46 | 27.5 |
| 11/5/2007 | TUTTLE, Carol | B | House Aide - 8th | Middle | 3 | 16.51 | 30 |
| 9/2/2008 | COHEN, Jennifer | A | Kind. Instructional Aide | Woodland | 3 | 18.46 | 25.9 |
| 9/2/2008 | WHEATON, Kathleen | A | Preschool Instructional Aide | Country | 3 | 18.46 | 27.5 |
| 9/22/2008 | AYER, Linda | A | Preschool Instructional Aide | Country | 3 | 18.46 | 27.5 |
| 9/22/2008 | PETERSON, David | C | Technical Support Paraprofessional | Woodland | 3 | 22.41 | 40 |
| 9/29/2008 | VALLE, Jean | A | Kind. Instructional Aide | Country | 3 | 18.46 | 25.9 |
| 11/4/2008 | SHERMAN, Janet | B | Grade 4 Aide | Field | 3 | 16.51 | 30 |
| 4/6/2009 | FOURNIER, Nancy | B | Office Aide | Woodland | 3 | 16.51 | 25 |
| 8/31/2009 | REZENDES, Darlene | A | Kind. Instructional Aide | Country | 3 | 18.46 | 25.9 |
| 10/15/2009 | EBUNA, Marc | C | Technical Support Paraprofessional | High | 3 | 22.41 | 40 |
| 1/4/2010 | DWYER, Kathleen | B | Library/Media Paraprofessional | Field | 3 | 18.46 | 30 |
| 9/20/2010 | MCDONALD, Alexia | A | Preschool Instructional Aide | Woodland | 2 | 17.86 | 27.5 |

* as of September 1, 2011

Appendix C
Evaluation Guidelines and Procedures
Weston Aides and Paraprofessionals Association

1. The purpose of the evaluation is as follows:
 - a. To provide information for the continuous improvement of performance.
 - b. To provide a record of facts and assessment for personnel decisions.
2. Employees shall be given the opportunity to respond, in writing, to their formal evaluation reports. Such response shall be included in the employee's personnel file.
3. The evaluation will be signed by the employee and the evaluator. The employee's signature does not necessarily imply agreement with the substance of the evaluation but rather indicates that the evaluation has been received and reviewed.
4. The employee may furnish to the evaluator a written self-evaluation prior to his/her receiving his/her formal evaluation.
5. The evaluator, upon written request of the employee made within 10 business days of the employee's receipt of the written evaluation shall meet with the employee to discuss the written evaluation or provide, in writing, documentation for rating performance "Below Expectations".
6. To address any rating(s) of "Below Expectations", the evaluator, with input by the employee, shall devise an action plan for improvement.
7. Under normal circumstances, the written evaluation shall be furnished to the employee on or before June 1 of each school year.
8. The supervisor will attempt to bring issues to the attention of the employee in a timely manner.

WESTON PUBLIC SCHOOLS

Evaluation of Weston Aides and Paraprofessionals

Name: _____ Evaluation Date: _____

Position Title: _____ Evaluator: _____

| | Exceeds Expectations | Meets Expectations | Below Expectations | N/A |
|--|-------------------------|-----------------------|-----------------------|-----|
| A. KNOWLEDGE OF THE JOB | | | | |
| Demonstrates thorough grasp of the responsibilities of the job | | | | |
| Understands and follows directions | | | | |
| Exhibits thorough knowledge of all relevant office equipment | | | | |
| B. PERFORMANCE OF TASKS | | | | |
| Demonstrates organizational skills | | | | |
| Demonstrates accuracy and efficiency | | | | |
| Exhibits good communication skills | | | | |
| Recognizes and implements priorities | | | | |
| Demonstrates competency in clerical and technical skills | | | | |
| C. INITIATIVE | | | | |
| Is enterprising and resourceful | | | | |
| Performs tasks with minimal supervision | | | | |
| Uses time productively and efficiently | | | | |
| D. INTERPERSONAL RELATIONSHIPS | | | | |
| Relates positively with students, parents, staff and public | | | | |
| Responds appropriately to suggestions | | | | |

| | Exceeds Expectations | Meets Expectations | Below Expectations | N/A |
|---|---------------------------------|-------------------------------|-------------------------------|------------|
| E. PERSONAL CHARACTERISTICS | | | | |
| Exhibits dependability (including attendance and punctuality) | | | | |
| Displays positive attitude | | | | |
| Demonstrates discretion and practices confidentiality | | | | |
| Is cooperative and enthusiastic | | | | |
| Projects professional demeanor | | | | |

COMMENTS:

SUGGESTED ADDITIONAL TRAINING:

I have had the opportunity to read this evaluation and understand that I may attach comments of my own regarding the evaluation before placement in my file. My signature does not necessarily indicate my agreement with this evaluation.

SIGNATURE OF EMPLOYEE _____ DATE _____

SIGNATURE OF EVALUATOR _____ DATE _____

cc: Original forwarded to Human Resource Office for employee's personnel file
Employee's Copy (forwarded by evaluator)
Evaluator (retain a copy)

Approved June 2010