

**Collective Bargaining Agreement**

**Between**

**The Windham Board of Education**

**And**

**The Windham Federation of Educational Personnel**

**July 1, 2020**

**to**

**June 30, 2023**

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## Agreement

This Agreement is made and entered into pursuant to the General Statutes of the State of Connecticut, between the Windham Board of Education (the "Board") and the Windham Federation of Educational Personnel (the "Federation").

### Article I Recognition

The Board recognizes the Federation as the sole and exclusive bargaining representative for all educational assistants, tutors, tutors for autistic students, job coaches, speech assistants, and security officers for the purpose of collectively bargaining matters of wages, hours of employment and other conditions of employment, and with all of the rights and privileges as provided by the Municipal Employee Relations Act (MERA), as amended by the Connecticut General Statutes.

### Article II Board Prerogatives

2:1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all of the rights, powers and authority heretofore had by it, except for such rights, powers and authority which are specifically relinquished, abridged or limited by the provisions of this Agreement, and it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and direction of the working force, including but not limited to the following:

2:1.1 To maintain public elementary and secondary schools and such other educational activities as it, in its judgment, deems will best serve the interests of the Town of Windham; to give the children of Windham as nearly equal advantage as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to designate the schools which shall be attended by the various children within its jurisdiction; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore, and to approve plans for school buildings; to prepare and submit budgets to the Board of Finance and in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable.

2:1.2 To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.

2:1.3 To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices and procedures.

2:1.4 To discontinue processes or operations or to discontinue their performance by employees.

2:1.5 To select and to determine the number and types of employees required to perform the Board's operations.

2:1.6 To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.

2:1.7 To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

2:1.8 To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

2:1.9 To establish contracts or subcontracts for Board operations. Such subcontracting will not result in reduced hours of work or layoffs of bargaining unit members.

2:1.10 To create job descriptions and revise existing job specifications as deemed necessary.

2:2 The above rights, responsibilities and prerogatives are inherent in the Board of Education by virtue of statutory provisions and are not subject to delegation in whole or in part. However, if the Board exercises any of the above rights in any manner which results in a change in the conditions of employment (as the term is defined by the State Board of Labor Relations) of any member of the bargaining unit, such change will not be implemented without reasonable opportunity for prior negotiations between the Board and the Federation.

### Article III Probationary Period

3:1 All new employees who are bargaining unit members shall serve a probationary period of no more than sixty (60) calendar days from the date of employment. For employees hired too late into the school year to complete such probationary period prior to the last day of school, the count of days shall be suspended on the last day of school and shall resume effective the first day of school in the next school year.

3:2 During this probationary period, the unit members may be terminated by the Board for any reason if it desires. During such probationary working period, employees shall be subject to all provisions of this Agreement, with the exception of the insurance benefits and the grievance procedure.

3:3 With written notice to the Union, the Board may extend this probationary period for an additional ninety (90) days. During any such extended probationary period, the employee shall be eligible for insurance benefits, notwithstanding the provisions of Section 3.1 above. Prior to the end of the initial 60 days, the employee shall receive an interim evaluation, including attendance and input from the classroom teacher. Upon receipt of a written evaluation that

indicates the employee has not satisfactorily completed the initial probationary period, the probationary period may be extended by three (3) more periods of thirty (30) days each. The employee shall receive a written evaluation prior to the end of each 30 day extension of his/her probationary period.

#### Article IV Grievance Procedure

4:1 Purpose - The purpose of this procedure is to secure, at the lowest possible level of employee-employer relationship, probable solutions to problems which may arise affecting the working conditions prescribed by this contract. Accordingly, the Board and the Federation agree that during the life of this Agreement, all disputes between them or between the Federation and the Administration concerning the specific provisions of this Agreement, shall be settled in accordance with the provisions of this grievance procedure, and that all such proceedings shall be kept as confidential as appropriate.

4:2 Definition - A grievance shall mean a complaint by a unit member that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement affecting the employee. As used in this Agreement, the term "employee" shall mean either (1) an individual bargaining unit member, or (2) a group of bargaining unit members having the same grievance.

4:3 Time Limits - Since it is important that grievances be processed as rapidly as possible, all grievances shall be processed in accordance with time limits specified in each step herein, and the number of days indicated at each step shall be considered as a maximum. Such time limits however, may be extended by written agreement between the Federation and the Board or administration, provided that no such agreement or extension shall be made after the expiration of such limits.

4:3.1 Any grievance not processed within fifteen (15) school days of the occurrence giving rise thereto shall not thereafter be considered a grievance under this Agreement.

4:3.2 Failure of the grievant at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance by the grievant of the disposition of such grievance.

#### 4:4 Procedures

4:4.1 Step One - An employee(s) and a union representative (if the employee so desires) shall first discuss the problem with the School Principal or his/her immediate supervisor. If the matter is not satisfactorily adjusted within five (5) school days, the employee shall submit it in writing within five (5) school days to the School Principal or his/her immediate supervisor. The written grievance shall set forth (a) the facts sufficient to describe the events giving rise to the grievance, (b) the specific provision(s) of this Agreement which the grievant alleges to have been violated, and (c) the remedy requested.

4:4.2 The School Principal or immediate supervisor may request a meeting with the grievant and the union representative (if the grievant so desires) prior to making a decision. Written

copies of the Principal's or immediate supervisor's decision must go to the grievant and Federation within five (5) school days of the submission of the grievance to that person.

4:4.3 Step Two - Failing satisfactory settlement within such time limit, the aggrieved employee may, within five (5) school days, appeal in writing to the Superintendent or a designated representative.

4:4.4 The Superintendent and/or a representative shall meet with the grievant and a union representative within ten (10) school days of the receipt of such appeal and shall give a decision in writing to the employee and Federation within ten (10) school days of such meeting.

4:4.5 Step Three - If the aggrieved employee is not satisfied with the decision rendered at the level of the Superintendent, the grievant may, within five (5) school days appeal to the Board or may request in writing, with a copy to the Superintendent, that the Federation appeal on their behalf.

4:4.6 The Board shall, within two (2) calendar weeks of its receipt of such appeal, meet in executive session with the grievant (if the grievant so desires) and a union representative, and shall render its decision and reasons therefore in writing to the grievant and Federation within one calendar week after such meeting.

4:4.7 Step Four - In the event a grievance is not settled under the above procedure, the Federation may request that such dispute or difference be referred to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices and rules.

4:4.8 Notice of intention to make such submission to arbitration under subsection 7 above must be in writing addressed to the Superintendent of Schools, and submission to the Arbitration Association must be made not later than thirty (30) school days following the decision of the Board.

4:4.9 The arbitrator shall hear and decide only one grievance in each case. He shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement, unless the same is contrary to law. The fees and expenses of the arbitrator shall be borne equally by the Board and the Federation.

4:4.10 No employee may file for arbitration as an individual; only the Federation may file an appeal to arbitration hereunder.

#### 4:5 Representative Rights

4:5.1 No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

4:5.2 The Federation shall have the right to initiate a grievance or appeal from the disposition of a grievance of an employee or group of employees at any step of this procedure.

4:5.3 Meetings held under this procedure between the Board and Union or administration and Union shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to be present for the purpose of the preceding sentence are defined to be the aggrieved, their Union representatives and qualified witnesses.

4:5.4 Grievances arising from the action of an official other than the school principal or immediate supervisor may be initiated with the Superintendent or a designated representative as set forth in Section 4:4.3 (Step Two above).

## Article V Hours of Work

5:1 The normal work year for the educational assistants, tutors, tutors for autistic students, job coaches, speech assistants, and security officers shall conform to the student school calendar, plus whatever additional days may be agreed upon between the administration and the Federation. The administration shall provide a minimum of fourteen (14) hours of in-service on non-student contact days, each school year. If a staff member attends an in-service day, he/she shall receive pay for his/her attendance. There shall be no use of benefit days (personal, sick, funeral days, etc.) on in-service days. All educational assistants, tutors, tutors for autistic students, job coaches, speech assistants and security officers must attend Convocation at the beginning of each school year and at least one additional in-service on a non-student day. The administration shall, whenever possible, give at least thirty (30) days written notice of the required in-service days. Notwithstanding the provisions of Section 5:2, below, the Board reserves the right to schedule up to eighty (80) hours of work for security officers with at least two (2) weeks advance notice prior to the assignment of such hours. Such additional hours shall be compensated at straight time subject to the provisions of Section 5:5 of this Article.

5:2 With reference to days off and holidays, unit members will not be required to work when school is not in session, except on days when an in-service is scheduled in the school calendar. Unit members shall be provided separate, in-service activity relevant to their job performance on such days.

5:3 The normal hours of work for unit members shall be as follows:

- (1) full-time employees in the bargaining unit are defined as those employees who work twenty (20) or more hours per week;
- (2) part-time employees in the bargaining unit are defined as those who work less than twenty (20) hours per week.

5:4.1 Specific starting times for educational assistants will be assigned by the Superintendent of Schools or his/her designee, provided however that the work day shall not begin more than one-half hour before the beginning of the school day or end more than one-half hour after the close of the school day.

5:4.2 Security officers shall work seven (7) continuous hours per day between the hours of 7:00



a.m. and 5:30 p.m. The determination of a shift for each security officer shall be made by the Superintendent or his/her designee based on seniority within this classification. Security Officers shall be notified of their work schedule no later than one week before the opening of school for each year. Within the security officer job classification, overtime shall be offered equitably.

5:4.3 Except in cases of emergency, the hours of work for bargaining unit members shall not be altered without two weeks advance notice and written approval by the Superintendent of Schools or his/her designee.

5:5 Overtime - Time and one-half the normal hourly rate shall be paid for any required work in excess of forty (40) hours per week. When athletic or other events occur on dates when the school day is shortened, or school is not in session, the school principal has the unquestioned right to require security officers to cover such events, as needed. Security officers who provide coverage on such dates will be compensated at the overtime rate of time and one-half the normal hourly rate of pay.

5:6 Employees assigned to participate in field trips that extend beyond the normal workday shall be paid for such time based on the employee's current wage rate. Overtime shall be paid if it is applicable.

5:7 Employees covered under this bargaining unit agreement, such as paraprofessionals who work at schools who are implementing an extended day schedule for students under a special program, (ex. Time Collaborative, Commissioner's Network, etc.), and are assigned to work extended hours shall be paid in accordance with grant provisions, per agreement with the Union.

## Article VI Working Conditions

6:1 Class Coverage - Educational assistants should not be required to assume the duties and responsibilities of teachers. Therefore, every reasonable effort shall be made to avoid situations where educational assistants are required to assume the duties and responsibilities of teachers. Reasonable efforts shall include attempts to secure a substitute teacher and/or attempts to use teachers on staff to cover for the situation. When tutors are asked to substitute teach they shall receive a stipend equal to ¼ of the substitute service fee (e.g. Kelly Service) for each half-day of teaching.

6:2 Assignments - The Board shall notify each employee of his/her tentative assignment for the next school year, or deliver a letter of reasonable assurance on or before the last day of school in June, in the preceding school year. If the employee's tentative assignment (as of the previous June) needs to be changed, the employee shall be given at least two weeks written notice, if possible. He/she shall be provided with relevant information on students' specific health/educational issues, with job related training to follow, as needed.

6:3 School Closing - If school is shortened because of inclement weather or any other emergency, or before a holiday, the Board agrees to pay the unit members affected their normal day's pay. If school is shortened for other reasons, such as conferences, exam days, teacher in-service day or the like, employees shall be required to work a full day provided the Board, in its

discretion, assigns training or alternative work. If no such alternative work or training is available, employees shall be dismissed without loss of pay.

6:4 Employee Protection - Bargaining unit members shall be covered by the provisions of Connecticut General Statute 10-235. This article is excluded from coverage under the grievance procedure.

6:5 Discipline - No unit member shall be disciplined or discharged except for just cause.

6:6 Reimbursement for mileage shall be provided to each member of the unit for all miles traveled in the conduct of his/her work if he/she uses his/her own vehicle, excluding an employee's regular commutation. The rate shall be the same as that rate allowable for income tax deduction by the Internal Revenue Service, but in no case less than twenty (20) cents per mile.

6:7 Full-time bargaining unit members, other than behavioral technicians and security officers, will be given a duty free unpaid lunch period of thirty (30) minutes per day. Full-time behavioral technicians and security officers shall be given a paid lunch period of thirty (30) minutes per day.

6:7.1 Each unit member who works seven (7) hours or more of each day (including lunch) will be given two (2) duty free break periods of not less than ten minutes. Each unit member who works less than seven (7) hours (including lunch) will be given one (1) ten minute break.

6:8 No employee shall transport students.

6:9 Duties - For educational assistants, assignments for bus, recess and lunch duties shall be equitably distributed where applicable, in an effort to achieve an equal distribution of duties between educational assistants in each school, except where such assignments are part of the educational assistant's position responsibility.

6:10 Clothing Allowance - Security Officers shall be provided with uniform garments and replacement clothing as needed. Uniform garments shall consist of shirts (summer and winter) and jackets. Event jackets will be available in the security office for security officers assigned to events. Security officers are required to wear such uniform apparel when on duty. The Board will be responsible for the cleaning of any uniform apparel contaminated by another person's bodily fluids in the course of duty. In the event of any change of uniform garments, the Board shall select new uniforms with input from security officers.

## Article VII

### Leaves

7:1 Jury Duty - In the event that a unit member is called for jury duty, the Board shall pay such employee the difference between his/her regular pay and what he/she received for jury duty. The unit member must present proof of jury payment from the court in order to receive the differential. A unit member who was called to jury duty shall try to have his service deferred to a time that will not conflict with his/her job obligations.

7:2 Bereavement Leave - In the event of a death in the family of a bargaining unit member, specifically, spouse, parent, sibling, child, or grandchild a maximum of three (3) days absence may be granted without loss of pay.

7:2.1 In the event of a death of a grandparent, mother-in-law, father-in-law, or relative living in the household, a maximum of two (2) days absence may be granted without loss of pay.

7:2.2 In the event of a death of a person with whom a full time bargaining unit member has a close personal relationship, a maximum of one day of absence may be granted without loss of pay.

7:2.3 Exceptional circumstances: Additional days may be applied for and may be granted at the discretion of the Superintendent of Schools or his/her designee.

7:3 Individual Leave - Unit members shall receive a maximum of five (5) paid personal leave days, provided that those personal leave days are approved by the Superintendent of Schools or his/her designee. Such days are not cumulative.

7:3.1 The individual reasons shall include legal business, severe or emergency illness of a spouse, parent, sibling or child, or other resident in the immediate household or other pressing matters of an individual nature which cannot reasonably be attended to on a regularly scheduled work day.

7:3.2 Bargaining unit members who are eligible must request such personal leave day forty-eight (48) hours in advance of the requested date except in cases of an emergency. The request must be reduced to writing providing the reason for such leave. Such absences are approved by the Superintendent of Schools or his/her designee.

Such leave will ordinarily not be granted the day before or the day after a holiday or winter or spring break, except in case of death or serious illness in the family or other extenuating personal circumstance.

7:3.3 Religious Leave - Each full time unit member shall be allowed one (1) paid religious leave day for the required religious observance of a holy day.

7:4 Sick Leave - Effective July 1, 1996, unit members shall be entitled to fifteen (15) sick days per year; except that any unit member who has been entitled to more than fifteen (15) sick days per year shall continue to receive the greater number of sick days. Sick days may be accumulated up to a maximum of one-hundred-fifty (150) days.

7:5 Sick Leave Bank

For the purpose of providing additional coverage after the exhaustion of individual annual and/or accumulated sick leave in the event of a personal catastrophic illness as evidenced by medical certification, the parties agree to establish a Sick Leave Bank on the following terms:

1. In order to be a participating member of the Sick Leave Bank (the "Bank"), members must contribute one (1) day of accumulated sick leave to the Bank. Once such days are

contributed, they are forfeited and will not be returned to a member under any circumstances.

2. The Bank shall be administered by a committee of five: two representatives of the administrative staff, two members of the WFEP, and the Superintendent of Schools or his/her designee. This committee shall consider the eligibility of members to draw from the Bank.

3. The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of a member to draw from the Bank and determining the amount of leave:

- For requests arising out of a member's catastrophic illness, the member must first have used up all accumulated full pay sick leave.
- A member must submit competent and timely evidence that a request is necessary due to a catastrophic and lengthy illness that is not covered by workers' compensation.

4. Upon compliance with Section C above, the Sick Leave Bank Committee may issue up to two (2) grants of days from the Sick Leave Bank for a member in connection with the catastrophic illness of the member. The cumulative total of the two (2) grants shall not exceed ninety (90) days per member.

5. The Sick Leave Bank shall have a minimum of twenty-five (25) days in reserve. If the number of days falls below 25, then Section A shall be reapplied. However, the total number of Sick Leave Bank days in reserve shall not exceed three hundred (300). In the event the 300 maximum is exceeded, then Section A of this Article will not be reapplied. A waiting list will be established in the event that more than 300 days has been accumulated.

6. The decisions of the Sick Leave Bank Committee shall be final and binding and not be subject to the grievance procedure or arbitration. In addition, the decisions of the Sick Leave Bank Committee shall not establish a practice or precedent for any purpose. The Union further agrees to save the Board of Education and the Administration harmless from any and all claims of any kind arising out of the legality of the sick leave bank and its operation, including contributions to or withdrawals from the bank.

7:6 The amount of days referenced in section 7:3, 7:3.1, 7:3.2 and 7:3.3 shall be considered the maximum number of days of leave per year.

7:7 Federation Leave - No more than two (2) federation officers and/or delegates shall be granted leave with full pay not to exceed a total of one (1) day each per year to attend official Union conferences and/or conventions. Additional days may be granted as personal days.

## Article VIII Holidays

8:1 All bargaining unit members shall be paid at their regular rate of pay for the following holidays:

Labor Day

New Year's Day

Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

Martin Luther King Day  
President's Day  
Winter Break Day  
Good Friday  
Memorial Day

8:2 Additional Holidays - Employees who have completed five (5) years of service shall receive three (3) additional paid holidays each year at the beginning of the school year. Employees who have completed ten (10) years of service shall receive three (3) more additional paid holidays for a maximum of six (6) such days. Effective for all employees hired on July 1, 1993 or later, the required years of service shall be years of continuous service. This section shall apply to tutors, tutors for autistic students, job coaches, and speech assistants based on the employee's date of hire with the board of education.

8:2.1 Employees shall use their additional paid holidays prior to the beginning of the next school year. Additional paid holidays may only be used on days when school is not in session. Additional paid holidays shall not be accumulated from year to year. This section shall apply to tutors, tutors for autistic students, job coaches, and speech assistants based on the employee's date of hire with the board of education.

8:3 In order to be eligible for payment for a holiday in accordance with section 8:1 above, the employee must have worked the day immediately preceding the holiday and the day immediately after the holiday unless the day not worked is an absence approved by the Superintendent of Schools or his/her designee.

## Article IX Seniority

9:1 Seniority shall be defined for the purpose of this Agreement as the total length of continuous regular employment with the Board in this bargaining unit for the purposes of layoffs and transfers. Seniority shall be bridged for tutors for autistic students who were previously employed in this unit. Seniority shall be defined for all other purposes of this Agreement as the total length of continuous employment with the Board beginning with the date when the employee began to work for the Board. Seniority in both instances shall be deemed to include any time spent working in the position pending the job posting procedure or working as a substitute in the position. It shall be deemed to include any seniority presently held by an employee. Seniority shall not be broken by vacation, sick leave, suspension, any authorized leaves or any layoff that is not longer than two (2) years.

9:2 Layoff shall be by system-wide seniority within classification; the classifications are: educational assistants, tutors, tutors for autistic students, job coaches, speech assistants, and security officers. When reduction in force is necessary, the least senior employee shall be laid off, in each instance. Any employee who is laid off shall have recall rights in order of seniority for a period of one (1) year following the date of layoff for any position in their classification that becomes vacant. Notice of recall shall be sent by certified mail, return receipt requested, to the employee's last known address. Notice of recall may also be in writing, via e-mail, or by telephone. An employee must accept or reject such offer of recall within five (5) calendar days

following notice of a recall opportunity or his/her name shall be removed from the recall list. If recalled within one (1) year of layoff, employees will be credited with any accrued sick leave they earned prior to layoff.

9:3 If an employee's position is eliminated due to a reduction in force, the employee shall exercise his/her seniority rights to replace the least senior employee in that classification. In the event the senior employee is not qualified to perform the specific job duties (such as but not limited to: bilingual skills, sign language skills, etc.) of the least senior employee in that classification, then the senior employee shall be laid off. In the event the No Child Left Behind Act requirement applies to the position of the least senior employee in that classification, then the senior employee must meet that requirement in order to exercise his/her bumping rights into such position. This determination shall be made by the Superintendent of Schools or his/her designee (such as but not limited to, building principal, director of special services, etc.).

9:4 It shall be the employee's responsibility to provide verification of having met NCLB requirements to the Board of Education, and also to make application for any posted positions that he/she is interested in.

#### Article X

#### Maternity and Child Rearing Leave

10:1 Employees who become pregnant shall be placed on short term leave status for childbearing purposes under this paragraph unless they elect a long term leave under the provisions of Section 10:2. Any employee who becomes pregnant shall so notify the Superintendent or his/her designee at least four (4) months prior to the expected date of delivery and shall thereafter provide a doctor certificate indicating continued fitness for work at least monthly, or more often if there is a change in her condition during the month. Leave shall begin when in the opinion of her doctor, or the Board's doctor on review, the employee is no longer physically able to work, or upon her confinement, whichever comes first. Leave shall expire when in the opinion of her doctor, or the Board's doctor on review, she is physically able to return to work. Except in the case of unusual medical difficulties for the employee, leave is not expected to continue for more than six weeks after delivery. Where possible, the employee shall be assigned to her former position upon return, and shall be guaranteed such position, if she returns within the same school year.

10:2 Any employee who has been employed for three (3) continuous years with the Windham public school system and who is expecting a child or whose spouse is expecting a child, or who has firm plans to adopt a child, in the immediate future, upon request shall be granted a long term leave for childrearing purposes. Such leave shall begin either at the start or at the mid-point of a school year, and shall end either one half or one full school year later. The request for such leave must be made at least thirty (30) days prior to its commencement, and must specify whether the request is for leave of one half or one full year. Upon return, an employee shall be assigned to his or her former position, or if the former position no longer exists, to a position for which the employee is qualified.

10:3 Leaves of absence under Section 10:1 shall be treated as disability leaves in accordance with Public Act 73-647. Leave under 10:2 shall be without compensation, but such employee shall have the option of continuing insurance benefits so long as the total cost of insurance benefits is borne by the employee.

10:4 Any employee who becomes pregnant shall adhere to the notification and reporting procedures as stipulated in 10:1 for as long as she remains working, whether or not she intends to return to work after the child is born.

10:5 The Windham Board of Education will grant requests for leave subject to the provisions of the Federal Family Medical Leave Act in accordance with Board policy; if such leave is requested by a bargaining unit employee who is eligible for FMLA Leave.

Article XI  
Fair Practices

11:1 There shall be no discrimination, coercion or intimidation of any kind against any employee or the employer for any reason, including his/her activity in the Union, or on the basis of race, creed, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability, gender identity or expression, or genetic information except in the case of a bona fide occupational qualification or any other basis prohibited by law.

Article XII  
Savings Clause

12:1 If any provision in this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substituted actions shall be subject to appropriate consultation and negotiation with the Federation.

12:2 In the event that any provision of this Agreement is or shall at any time be contrary to law, all of the provisions of this Agreement shall continue in effect.

Article XIII  
Retirement

13:1 After ten years of continuous service in the Windham School System, a full time bargaining unit member shall be paid \$2,000 upon retirement and shall be paid at his or her rate of pay in effect at the time of retirement for 40% of any unused sick days.

13:2 After fifteen years of continuous service in the Windham School System, a full time bargaining unit member shall be paid \$3,500 upon retirement and shall be paid at his or her rate of pay in effect at the time of retirement for 60% of any unused sick days.

13:3 After twenty years of continuous service in the Windham School System, a full time bargaining unit member shall be paid \$5,000 upon retirement and shall be paid at his or her rate of pay in effect at the time of retirement for 100% of any unused sick days.

13:4 After twenty-five years of continuous service in the Windham School System, a full time bargaining unit member shall be paid \$15,000 upon retirement and shall be paid at his or her rate of pay in effect at the time of retirement for 100% of any unused sick days.

13:5 For the purpose of the Article, retirement shall be defined as:

Attainment of fifty-five (55) years of age, and ten (10) years of service.

13:6 In the event of the death of an employee, the employee's estate shall receive the appropriate benefit (13.1 - 13.4, above) based on the age and years of service attained by the employee at the time of death.

13.7 Retirement severance shall be paid in the new fiscal year following retirement as long as the employee informs the Board of his/her anticipated retirement by January 1<sup>st</sup> of the preceding year. To be eligible to receive such payment in the July following retirement, the employee shall submit an irrevocable letter of resignation for purposes of retirement on or before the previous January 1. Should the employee fail to provide such timely written notification of retirement, the Board shall make severance payment in January or July in the second fiscal year following; (e.g., notification received in January 2018 and payment will be made in July, 2018 or January, 2019. Notification received later than January 1, 2018, for example, May 1, 2018, will result in payment being made in July, 2019 or January, 2020). The employee may elect at his/her discretion to receive retirement severance pay in January or July.

13.8 In lieu of eligibility for the defined cash payments listed in sections 13:1-13:4, any member may irrevocably waive such benefit and instead be eligible for matching Board contributions to the 403b as described in Article 15:6. Members who waive the cash payment benefits listed in sections 13:1-13:4 will still be eligible for unused sick day payouts as per the schedule defined above.

#### Article XIV

##### Longevity

14:1 Any unit member who has completed five to nine consecutive years of service shall be entitled to a longevity payment of \$100 per year. Such payment shall be made on or before the person's anniversary date.

14:2 Any unit member who has completed ten to fourteen years of consecutive service shall be entitled to a longevity payment of \$175 per year. Such payment shall be made on or before the person's anniversary date.

14:3 Any unit member who has completed fifteen to nineteen years of consecutive service shall be entitled to a longevity payment of \$275 per year. Such payment shall be made on or before the person's anniversary date.

14:4 Any unit member who has completed twenty to twenty-four years of consecutive service shall be entitled to a longevity payment of \$475 per year. Such payment shall be made on or before the person's anniversary date.



14:5 Any unit member who has completed twenty-five to twenty-nine years of consecutive service shall be entitled to a longevity payment of \$575 per year. Such payment shall be made on or before the person's anniversary date.

14:6 Any unit member who has completed thirty or more years of consecutive service shall be entitled to a longevity payment of \$1000 per year. Such payment shall be made on or before the person's anniversary date.

14:7 This Article shall not apply to employees hired after the ratification date for the 2017-2020 Agreement.

Article XV  
Insurance

15:1 Full time members of the bargaining unit shall be eligible to enroll in the following coverage(s), in accordance with the policies of the insurance carrier.

15:2 Insurance Benefits:

The following insurance benefits will be in effect:

1. The basic insurance program in effect as of July 1, 2014, shall be the Windham Board of Education's Century Preferred PPO Plan, Group #037 through Anthem Blue Cross Blue Shield.
2. The Windham Public Schools Anthem Blue Cross/Blue Shield Pharmacy Network.

The Board provides two alternative insurance benefit design plans described below:

1.) Employees shall also be eligible to elect to participate in the following alternative plans:

- A. Comprehensive Deductible benefit plan. Participating employees shall pay an upfront deductible of \$250/\$500/\$750, as well as co-insurance payments of ten percent (10%) up to a maximum out-of-pocket maximum for in-network services of \$1,250/\$2,500/\$3,750. In addition, out of network deductibles for the comprehension plan shall be \$250/\$500/\$750, with co-insurance payments at thirty percent (30%), up to an out of pocket maximum for out-of-network services of \$1,250/\$2,500/\$3,750. The premium co-pay percentage rate for participation in the comprehensive deductible health insurance plan shall be equivalent to the existing PPO plans.

Prescription drugs:  
\$5/\$15/\$25, 34 days  
2x retail, 100 days

unlimited

- B. High Deductible Health Plan (HDHP) with Health Savings Account Plan (HSA), and the following elements:

| <b>Plan Features</b>                  |   |
|---------------------------------------|---|
| Annual Deductibles                    | \$2,000/\$4,000                         |
| In network co-insurance               | 100%                                    |
| Out of network co-insurance           | 80%/20%                                 |
| In Network out of pocket maximums     | \$3,000/\$6,000                         |
| Out of Network out of pocket maximums | \$4,000/\$8,000                         |
| Preventative Care Rider               | 100%                                    |
| Prescription Drugs, after deductible  | \$5/\$15/ \$25 retail 2x for mail order |

The parties acknowledge that the Board's contribution toward the funding of the HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible will be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the High Deductible/HSA Plan is implemented after the start of the contract year, the Board's contribution toward the funding shall be prorated for that year.

The Board agrees to fund fifty percent (50%) of the applicable HSA deductible during all three contract years (i.e., \$1,000/\$2,000), made quarterly over the course of the year.

HRA Account: An HRA shall be made available for any teacher who is precluded from participating in the HSA because the individual receives Medicare and/or veterans' benefits and the annual maximum reimbursement by the Board of Education shall not exceed the Board's annual deductible contribution for those in the HSA.

3. \$20,000 Group Life Insurance and \$20,000 Accidental Death & Dismemberment Insurance (available for the employee only)
4. Dental insurance 50% / 50%.

15:3 Under the medical/prescription plans described above employees pay their share of insurance cost through payroll deduction:

15:3.1 PPO/Comprehensive Plan:

|                                      | <u>Board</u><br><b>Individual Coverage</b> | <u>Employee</u><br><b>Individual Coverage</b> | <u>Board</u><br><b>Dependent Coverage</b> | <u>Employee</u><br><b>Dependent Coverage</b> |
|--------------------------------------|--|---|---|--|
| Effective upon ratification, 2020-21 | 86.5%                                      | 13.5%   | 80%                                       | 20%  |
| 2021-22                              | 86.0%                                      | 14.0%   | 80%                                       | 20%  |
| 2022-23                              | 85.5%                                      | 14.5%   | 80%                                       | 20%  |

15:3.2 HDHP Plan:

|                                      | <u>Board</u><br><b>Individual Coverage</b> | <u>Employee</u><br><b>Individual Coverage</b> | <u>Board</u><br><b>Dependent Coverage</b> | <u>Employee</u><br><b>Dependent Coverage</b> |
|--------------------------------------|--|---|---|--|
| Effective upon ratification, 2020-21 | 89.5%                                      | 10.5%   | 80%                                       | 20%  |
| 2021-22                              | 89.0%                                      | 11.0%   | 80%                                       | 20%  |
| 2022-23                              | 88.5%                                      | 11.5%   | 80%                                       | 20%  |

15:3.3 Life Insurance: The total cost of life insurance is paid by the Board. Employees pay their share of insurance cost through payroll deduction.

15:4 The Board reserves the right to change insurance carriers, provided the new carrier provides substantially equal coverage.

15:5 Effective March 1, 1996, full time bargaining unit members shall be able to participate in an Internal Revenue Code Section 125 Plan for pre-tax insurance premium deductions, and flexible spending accounts for a dependent care assistance plan and medical expense reimbursement plan; except that insurance premium deductions that have been made on an after-tax basis prior to the signing of this Agreement shall not be altered.

15:6 The Board shall make available a 403 B plan and a 457 B plan which shall be funded by employee contributions made by voluntary deductions. Full-time employees shall be eligible to participate in the 403 B and 457 B plans as offered by the Board. For only those employees who execute the cash benefit waivers as set forth in Article 13, Section 13:8, the Board shall match voluntary contributions on a 1-1 basis up to 1.5% of salary on an annual basis.

15:7 Tax. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of a tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with MERA. During such mid-term negotiations, the parties will reopen the issue of health insurance only (including any related appendices) for the purpose of addressing the impact of the tax. No other provision of the contract shall be reopened during such mid-term negotiations.

15:8. Either party may initiate a re-opener to explore the possibility of the State Partnership Medical Plan.

#### Article XVI Miscellaneous

16:1 The Board agrees to furnish a copy of this Agreement to each member of the bargaining unit.

16:2 A copy of the agenda of regular Board meetings and minutes shall be posted on the Board's website.

16:3 Personnel Files - Employees desiring to review their official personnel file will be permitted to do so by making an appointment.

16:3.1 Employees shall be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in the file.

16:4 During negotiations for a successor agreement, the Board shall provide the Federation with materials and/or information necessary to discuss salaries, fringe benefits and working conditions.

16:5 There shall be made available to the Federation, upon its request, any reasonable and pertinent information, statistics or records for the proper enforcement and implementation of the terms of this Agreement.

16:6 The Federation may hold meetings in the schools before or after work upon request to the Principal or his/her designee. Such requests shall not be unreasonably denied.

16:7 Employees shall be evaluated on an annual basis. The Board will work cooperatively with the union to update existing evaluation forms.

16:8 The Board agrees to provide to the Union President or designee the name, address and phone number of each new member of the bargaining unit within five (5) working days upon acceptance of an employment offer. The President or designee will be invited to participate in any new employee orientation, with no loss of pay.

Article XVII  
Salaries

17:1 Wages for Educational Assistants shall be as set forth in Schedule A annexed hereto and made a part of this Agreement.

17:2 Wages for Security Officers shall be as set forth in Schedule B annexed hereto and made a part of this Agreement.

17:3 Wages for Tutors & Tutors for Autistic Students shall be as set forth in Schedule C annexed hereto and made a part of this Agreement.

17:4 If an educational assistant who was hired at the beginning step of the salary schedule has or is awarded a Bachelor's degree in an educational or human services field of study, that educational assistant shall be advanced two (2) steps on the salary schedule at the time of the next step advancement for the unit. This benefit shall only be used one time per educational assistant.

17:5 Employees shall be paid on a salaried basis. Employees may, at their discretion, make an annual election to be paid either in twenty-two (22) or twenty-six (26) paychecks. Such election shall be submitted in writing to the Personnel Office no later than August 15<sup>th</sup> of any year. If no election is made, the employee's pay will be processed on the twenty-six installment schedule. Each employee will still need to complete time slips for processing. At times, due to unforeseen circumstances, employees may exhaust their annual allotment of benefit days (sick, personal, etc.). Once an employee has exhausted all benefit days, his/her salary shall be processed on a "time-slip" basis, rather than a salary basis, for the remainder of the school year. This is to prevent the employee falling into an overpay situation by continuing to process his/her pay on a salaried basis.

17:6 The Board reserves the right to require that all employees receive pay through direct deposit.

17:7 The Board shall establish a tuition reimbursement fund, with a balance of \$2,000. Employees may apply for reimbursement if they earn a grade of B or better in an accredited course, with such reimbursement limited to \$400.00 per course, not to exceed two courses annually. The available funds will be allocated pro-rata to applicants for reimbursement at the end of the year.

To be eligible for tuition reimbursement under this Article, the employee must meet the following conditions:

- The courses must be directly related to the education field in general;
- The employee must have completed two years of satisfactory service in the Windham School Systems
- Employees shall be eligible for tuition reimbursement provided that they agree to remain employed by the Board for at least two (2) full school years following the payment of any such reimbursement, and provided further that they actually remain employed by the

Board for at least two (2) school years following the payment of any such reimbursement. Such agreements shall be executed in writing on forms provided by the Board. In the event that such an employee separates from employment by the Board prior to the expiration of such two (2) year period (other than involuntary separation initiated by the Board) the employee shall be required to repay to the Board the full amount of any such reimbursement paid by the Board, at the time of such separation.

## Article XVIII Deductions

### 18:1 Dues Deduction and

18:1.1 All bargaining unit members who elect to join the Federation shall sign and deliver to the Federation, if they have not already done so, a voluntary authorization for payroll deduction of membership dues of the Federation. Said authorization shall be delivered to the Board and shall continue in effect from year to year, unless such member shall notify the Board and the Federation in writing in the month of August of any year that he/she no longer authorizes deduction of membership dues of the Federation

18:1.2 The Board agrees to deduct from each member an amount equal to the Federation dues by means of payroll deductions. The deduction from each paycheck of membership dues shall be made in twenty (20) equal installments commencing in September and then from the first two (2) paychecks in each month. The amount of Federation dues shall be certified by the Federation to the Board prior to September 15.

18:1.5 Those members commencing employment after the start of the school year shall sign and deliver to the Board a voluntary authorization card as described in Section 18:1.2 by the date of the first paycheck received. Deduction Federation dues shall commence with the second paycheck, and thus the amount of dues under this section shall be a prorated amount equal to the percentage of the remaining school year.

18:1.6 The Board agrees to forward to the Federation treasurer each month a check for the amount of money deducted during that month. The Board shall include a list of the members for whom such deductions were made.

18:1.7 The Federation agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, other forms of liability including attorney's fees and the cost of administration hearings that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this article.

Article XIX  
Vacancies and Transfers

19:1 Notification shall be given to all employees of vacancies or new positions in the bargaining unit by posting for five (5) school days in all schools. Employees may apply for the vacancy or new position in writing. All employees who make an application will be considered. Openings shall be filled by qualified bargaining unit members as described in 19:2 and 19:3 below, before non-bargaining unit applicants.

19:2 Transfers shall be defined as a change in position that does not involve an increase in the rate of pay. In the case of transfer, the Superintendent or his/her designee shall make the determination of which employee shall be selected based on the following factors:

1. Ability to perform the work.
2. Attendance record in the Windham School system.
3. Education.
4. Evaluations in the Windham School system.
5. Experience.
6. References.
7. Seniority.
8. Qualifications.
9. Meeting the requirements of the No child Left Behind Act for positions that have such requirement.

19:3 A promotion shall be defined as a change in position that involves an increase in the rate of pay. In the case of promotion, the Superintendent or his/her designee shall make the determination as to which employee shall be selected based on the following factors:

1. Ability to perform the work.
2. Attendance record in the Windham School system.
3. Education.
4. Evaluations in the Windham School system.
5. Experience.
6. References.
7. Seniority.
8. Qualifications.
9. Meeting the requirements of the No child Left Behind Act for positions that have such requirement.

19:4 The administration will make reasonable efforts to provide available additional hours of work and/or new positions to current employees. In the event that additional hours of work and/or new positions become available at any work location, the hours or position(s) shall be offered to qualified members of the bargaining unit in order of seniority (that is, the most senior person first). The determination of whether additional hours of work and/or positions are available and whether an employee(s) is qualified to perform such work shall be made by the Superintendent of Schools or his/her designee (such as but not limited to, building principal, director of special services, etc.).

19:5 The Board agrees that if a PPT results in the creation of a position, the position shall be posted no later than one week after the PPT.

Article XX  
Duration

20:1 This Agreement shall be in full force and effect from July 1, 2020 to June 30, 2023. Representatives of the Board and the Federation agree to commence negotiations for a Successor Agreement in accordance with the law.

20:2 This Agreement shall constitute the full and complete agreement between the parties, and neither party shall be obligated during its term to negotiate on any item except by mutual consent, whether it is covered by this Agreement or not. Furthermore, this Agreement cancels all prior practices which existed between the parties.

Lyne Ide  
Board of Education

7.7.2021  
Date

Tracy A Youngberg  
Board of Education

7.7.2021  
Date

Stephanie Garrett  
Board of Education

7.13.2020  
Date

[Signature]  
Federation

7-7-2021  
Date

[Signature]  
Federation Kathy Q. Davis, WFEP President

7/13/2021  
Date

[Signature]  
Federation Kathy Lirana Lank, WFEP Vice President

7/13/2021  
Date



**APPENDIX A**

| <b>2020-21</b> |                          |
|----------------|--------------------------|
| <b>Step</b>    | <b>Paraprofessionals</b> |
| 9              | 13.81                    |
| 10             | 14.23                    |
| 11             | 14.69                    |
| 12             | 15.17                    |
| 13             | 15.67                    |
| 14             | 16.19                    |
| 15             | 16.58                    |
| 16             | 16.99                    |
| 17             | 17.19                    |
| 18             | 17.92                    |

Eligible paraprofessionals not at step 18 shall move up a step in 2020-21.

Security Officers and Tutors & Tutors for Autistic Students      Effective & Retroactive to July 1, 2020 all rates shall increase by 2.50%

| <b>2021-2022</b> |                          |                          |                         |                         |
|------------------|--------------------------|--------------------------|-------------------------|-------------------------|
|                  | <b>Group 1</b>           | <b>Group 2</b>           | <b>Group 3</b>          | <b>Group 4</b>          |
| <b>Step</b>      | <b>Paraprofessionals</b> | <b>Tutors, Job Coach</b> | <b>Speech Assistant</b> | <b>Security Officer</b> |
| 1                | 15.33                    | 20.51                    | 27.46                   | 22.16                   |
| 2                | 15.82                    | 21.18                    | 28.35                   | 22.93                   |
| 3                | 16.34                    | 21.87                    | 29.27                   | 23.73                   |
| 4                | 16.87                    | 22.58                    | 30.22                   | 24.56                   |
| 5                | 17.42                    | 23.31                    | 31.21                   | 25.42                   |
| 6                | 17.98                    | 24.07                    | 32.22                   | 26.31                   |
| 7                | 18.57                    | 24.85                    | 33.27                   | 27.23                   |
| 8                | 19.51                    | 26.11                    | 34.95                   | 28.61                   |

Employees will be placed on the new schedule based on their group/position title and the step that will give them at least a 1% increase on an annual basis with the removal of the 30 minute paid lunch based on Section 6:7.

| <b>2022-2023</b> |                   |                   |                  |                  |
|------------------|-------------------|-------------------|------------------|------------------|
|                  | Group 1           | Group 2           | Group 3          | Group 4          |
| Step             | Paraprofessionals | Tutors, Job Coach | Speech Assistant | Security Officer |
| 1                | 15.33             | 20.51             | 27.46            | 22.16            |
| 2                | 15.82             | 21.18             | 28.35            | 22.93            |
| 3                | 16.34             | 21.87             | 29.27            | 23.73            |
| 4                | 16.87             | 22.58             | 30.22            | 24.56            |
| 5                | 17.42             | 23.31             | 31.21            | 25.42            |
| 6                | 17.98             | 24.07             | 32.22            | 26.31            |
| 7                | 18.57             | 24.85             | 33.27            | 27.23            |
| 8                | 19.25             | 25.77             | 34.49            | 28.23            |
| 9                | 19.93             | 26.68             | 35.71            | 29.23            |

2022-23 Step Movement: Employees hired prior to January 1, 2022, who is on a step below step 9 on the 2021-22 schedule shall advance one step in 2022-23.

Step Placement - New Employees: No new employee shall be hired by the Board above Step one (1) unless he/she has previous experience or has been a certified teacher. A new employee with previous experience or who has been a certified teacher may be hired on any step, up to step eight (8) provided that such a placement shall be consistent with step placement of existing employees for similar years of experience and certification.

An annual stipend of \$2,000.00 shall be paid to one head security officer assigned to Windham High School and one head security officer assigned to Windham Middle School.