

AGREEMENT

BETWEEN

**THE WINDHAM BOARD OF
EDUCATION**

AND

**THE WINDHAM FEDERATION OF
MAINTENANCE WORKERS
AFT CONNECTICUT**

JULY 1, 2021

TO

JUNE 30, 2025

October 1, 2021
10365673v.2

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AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2021, between the WINDHAM BOARD OF EDUCATION (the "Board") and the WINDHAM FEDERATION OF MAINTENANCE WORKERS (the "Federation").

ARTICLE I - RECOGNITION

The Board of Education recognizes the Windham Federation of Maintenance Workers (the "Federation") as the sole and exclusive bargaining representative for all maintenance workers for the purposes 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 Connecticut General Statutes, excluding the Director of Buildings and Grounds and Assistant Director of Buildings and Grounds, should that position be filled. Full-time maintenance workers shall be defined as those who work twenty-five(25) or more hours per week.

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 working force, including but not limited to the following:

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 therefor, 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 sixty (60) days from the date of employment, provided that, with written notice to the Federation, the Board may extend this probationary period for an additional ninety (90) days. During any such extended probationary period, employees shall not be eligible for insurance benefits, until a final retention decision is made, notwithstanding the provisions of Section 3:2; the waiting period for insurance enrollment shall not exceed 90 calendar days.

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.

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) work 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 Director of Facilities. If the matter is not satisfactorily adjusted within five (5) work days, the employee shall submit it in writing within five (5) work days to the Director of Facilities. 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.

The Director of Facilities 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 Director's decision must go to the grievant and Federation within five (5) work days of the submission of the grievance to the Director.

4:4.2 Step Two - Failing satisfactory settlement within such time limit, the aggrieved employee may, within five (5) work days, appeal in writing to the Superintendent or a designated representative.

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

4:4.3 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) work days, appeal to the Board or may request in writing, with a copy to the Superintendent, that the Federation appeal on their behalf.

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 therefor in writing to the grievant and Federation within one calendar week after such meeting.

4:4.4 Step Four - In the event a grievance shall not have been 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.

Notice of intention to make such submission to arbitration under subsection 1 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) work days following the decision of the Board.

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 Association.

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

4:5 Representative Rights

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.
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.
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. Grievances arising from the action of the Director of Facilities may be initiated with the Superintendent or a designated representative as set forth in section 4:4.2, Step Two above.

ARTICLE V - HOURS OF WORK

5:1 The normal work week for first shift unit members shall consist of forty (40) hours spread over five (5) days of eight (8) hours per day, Monday through Friday.

5:2 - The normal hours of work for first shift unit members shall be:

7 a.m. to 3 p.m. The administration may assign other starting times and shift assignments with advance notice.

5:3 - The Board shall establish a second shift. The normal work week for second shift unit members shall consist of forty (40) hours spread over five (5) days of eight (8) hours per day, Tuesday through Saturday.

5:4 - The normal hours of work for second shift unit members shall be:

3 p.m. to 11 p.m. (Tuesday through Friday) and 8 a.m. to 4 p.m. on Saturdays. The administration may assign other starting times and shift assignments with advance notice.

5:5 - The Board will solicit volunteers to staff the second shift. However, employees hired on or after July 1, 2017 may be required to work the second shift as his or her regular work hours or on an as needed basis. No employee hired prior to June 30, 2017 shall be compelled to work the second shift except in exigent circumstances.

5:6 - Any unit member who works the second shift as part of his or her regular work hours or on an as needed basis shall be paid a fifty cents (\$0.50) differential for each hour worked on a second shift.

5:7 Time and one-half the normal hourly rate shall be paid for any required work in excess of eight (8) hours per day or forty (40) hours per week.

5:8 Time and one-half the normal hourly rate shall be paid for any work required on Saturdays and double time for any work required on Sundays.

5:9 In the event an employee is called back to work before or after his/her regularly scheduled shift has ended and he/she has left work, he/she shall receive the time and ½ or double time rate of pay applicable for those hours worked, but in no event shall it be less than the equivalent of 4 hours pay at straight time.

ARTICLE VI - WORKING CONDITIONS

6:1 Employee Protection - Bargaining unit members shall be covered by the provisions of Connecticut General Statutes Section 10-235. This article is excluded from coverage under the grievance procedure.

6:2 Discipline - No unit member shall be disciplined or discharged except for just cause.

6:3 Duty Free Lunch - Each full-time unit member will be given a duty free lunch period of not less than thirty (30) minutes, at no loss of pay.

6:4 Duty Free Break - Each unit member who works at least seven (7) hours per day will be given two (2) duty free break periods of not less than ten (10) minutes each day. Each unit member who works less than seven (7) hours per day will be given one ten (10) minute duty free break.

6:5 Clothing Allowance - The Board shall provide a uniform to include inclement weather gear and apparel including rain suits, insulated coveralls, gloves, hats, protective face gear, shirts, pants, annually or bi-annually as determined by the Director of Facilities or by wear and tear. In the event of any change of uniform garments, the Board shall select new uniforms with input from bargaining unit members. Employees shall be required to wear said protective clothing devices or equipment provided by the Employer.

Bargaining unit members shall be reimbursed up to \$250 per year for work boots/work shoes.

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. Mileage reimbursement rate shall be the prevailing IRS reimbursement rate, to be reported and payable monthly. Windham Public Schools vehicles will be equipped with a GPS monitoring system.

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. The employee shall cooperate with the Superintendent of Schools in the latter's efforts to have the employee excused from jury duty.

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 four (4) 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 death of a person with whom a unit member has a close personal relationship, a maximum of one (1) day of absence may be granted without loss of pay.

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 Personal Leave - Full-time employees shall receive a maximum of five (5) working days of absence without loss of pay for personal reasons, provided the absences are approved by the Superintendent of Schools or his/her designee. Personal leave will ordinarily not be granted the day before or the day after a holiday or vacation except in cases of death or serious illness in the family.

7:3.1 Each full-time bargaining unit member 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 submitted through the Board's electronic system. Such absences are approved by the Superintendent of Schools or his/her designee.

7:4 Sick Leave - All unit members shall receive eighteen (18) sick days per year, which shall be accumulative to a maximum of 168 days, of which a maximum of 150 days may be carried over.

7:4.1 Severance - Upon retirement or death, only, a full-time employee (or in the event of death his/her estate) shall be paid fifty percent (50%) of all accumulated sick leave at his or her rate of pay for the regularly scheduled number of work hours for each day accumulated. This benefit shall only apply to employees with eight (8) years or more of continuous service in the Windham Public School System. All employees hired after July 1, 2007 shall be paid forty (40%) percent of all accumulated sick leave at his or her rate of pay for the regularly scheduled number of work hours for each day accumulated upon retirement only.

For the purpose of this Section retirement shall be defined as either:

- (1) Eligible to collect a pension in accordance with the Town of Windham, Board of Education's pension plan;
- or
- (2) Attainment of the age necessary to collect Social Security payments.

7:4.2 Payment of Retirement Severance - 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 1st 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, 2011 and payment will be made in July, 2011 or January, 2012. Notification received later than January 1, 2011, for example, May 1, 2011, will result in payment being made in July, 2012 or January 2013). The employee may elect at his/her discretion to receive retirement severance pay in January or July.

*In the event of a hardship, the letter may be revoked.

7:5.1 Maternity and Child Rearing Leave

7:5.1 Childbearing leave: 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 provision of Section 7:5.2. 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.

7:5.2 Any employee who has been employed for three (3) continuous years with the Windham Public Schools 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 child rearing 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.

7:5.3 Leave of absence under Section 7:5.1 shall be treated as disability leave in accordance with Public Act 73-647. Leave under 7:5.2 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.

7:5.4 Any employee who becomes pregnant shall adhere to the notification and reporting procedures as stipulated in 7:5.1 for as long as she remains working, whether or not she intends to return to work after the child is born.

7:5.5 Any employee who is absent because of an injury covered by Workers' Compensation shall be allowed to use his/her accumulated sick leave and other paid benefit days (ex. vacation, personal days, etc.) to supplement the Workers' Compensation payments so that his/her total weekly. income is equal to after tax take-home pay received prior to the injury. If the employee has exhausted all benefit days, i.e., has no accrued paid leave days available, he/she will not continue to accrue any benefit days until such time that he/she returns to active duty.

ARTICLE VIII - HOLIDAYS AND VACATIONS

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

Labor Day	½ Day New Year's Eve
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King, Jr. Day
Thanksgiving Day	Presidents' Day
Day After Thanksgiving	Winter Break Day
½ Day Christmas Eve	Good Friday
Christmas Day	Memorial Day
Day After Christmas	Fourth of July

8:2 Holidays which fall on Saturday shall be celebrated on Friday, and holidays which fall on Sunday shall be celebrated on Monday unless school is in session.

8:3 Employees required to work on a scheduled holiday shall be paid at one and one-half (1-1/2) times their regular hourly rate of pay in addition to their holiday pay.

8:4 When the designated holiday falls within a scheduled vacation period and the employee is absent from work on such holiday because of such vacation, said employee shall not be charged a vacation day.

8:5 In each school year, employees shall be entitled to vacations with pay as follows:

1. One week after one full year employment;
2. Two weeks after two full years of employment;

3. Three weeks after three full years of employment;
4. Four weeks after five full years of employment.
5. Five weeks after twenty full years of employment.

8:6 An employee requesting vacation leave shall submit such request through the District’s electronic system, as soon as possible, and in no case less than ten (10) working days before the date(s) requested. Vacation requests shall not be unreasonably denied. Absent extenuating circumstances, vacations shall not be taken during the first or last ten (10) working days of the summer recess. In addition to the accruals listed in 8.5 above, employees may roll over up to one week of vacation from one year to the next.

8:7 Severance - All employees or their estate will receive pay on a prorated basis for accrued but unused vacation days in the event of death, retirement, involuntary layoff or resignation with at least thirty (30) days advance notice where applicable. The thirty (30) day notice requirement may be waived by the Board at its discretion. In the case of retirement, the employee must give notice of retirement by January 1st of the preceding fiscal year (ref Article 7:4.2 Payment of Retirement Severance).

ARTICLE IX - RETIREMENT

9:1 Employees covered by this Agreement shall continue to be covered by the pension plan of the Town of Windham, Board of Education subject to all of that plan's terms, conditions and eligibility requirements.

9.2 The Board shall make available a 403B plan, which shall be funded by employee contributions made by voluntary deductions. Full-time employees shall be eligible to participate in the 403B and 457 B plans as offered by the Board.

ARTICLE X - INSURANCE

10:1 The following coverage shall apply to all members of the bargaining unit who work thirty (30) hours or more per week in accordance with the policies of the insurance carrier.

10:2 Insurance Benefits:

The HDHP/HSA Plan shall be the sole insurance plan with the following plan features:

<u>Plan Features</u>	
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 Board will contribute fifty percent (50%) of the applicable deductible amount for each full-time employee who elects coverage under the HDHP with HSA plan. The Board shall contribute one-half of the deductible funding on or about September 1 and the second half on or about March 1. The Board's contribution towards the deductible shall be pro-rated for employees hired after the beginning of the plan year.

The parties acknowledge that the Board's contribution toward the funding of the deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed bargaining unit members. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

HRA Account: An HRA shall be made available for any employee 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. The Windham Public Schools Anthem Blue Cross/Blue Shield Pharmacy Network.
4. \$35,000 Group Life Insurance (for employee only).
5. Dental Insurance: The Board shall pay for 100% of the cost of single (employee) dental coverage, and the Board shall pay for 75% of the cost of dependent dental coverage.

10:3 Employee Insurance Contributions:

Effective upon ratification of this Agreement, the Board shall pay (88%) of the cost of individual coverage and the employee shall pay (12%).

Effective September 1, 2022, the Board shall pay (87.5%) of the cost of individual coverage and the employee shall pay (12.5%).

Effective September 1, 2023, the Board shall pay (87%) of the cost of individual coverage and the employee shall pay (13%).

Effective September 1, 2024, the Board shall pay (86.5%) of the cost of individual coverage and the employee shall pay (13.5%).

For all contract years, if employees elect dependent coverage, 80% is paid by the Board and 20% paid by the employee.

The total cost of coverage under 4. (Life insurance), above is paid by the Board.

Employees pay their share of insurance cost through payroll deduction.

10:4 The Board reserves the right to change insurance carriers, provided the new carrier provides substantially equal coverage.

10:5 Full-time bargaining unit members shall be eligible to participate in an Internal Revenue Code Section 125 Plan to the extent permitted by law.

10.6 Excise 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 an excise 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 excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

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

ARTICLE XI - SAVINGS CLAUSE

11:1 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.

11:2 In the event that any revision of this Agreement is or shall at any time be contrary to law, all of the provisions of this Agreement shall continue in effect.

11:3 This Agreement may be amended or modified by mutual agreement of the parties although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life thereof.

ARTICLE XII - MISCELLANEOUS

12:1 The Board agrees to furnish a copy of this Agreement to each member of the bargaining unit.

12:2 A copy of the agenda of regular Board meetings shall be given to the Federation president. The Federation president shall be notified as soon as possible of all special meetings of the Board. A copy of Board meetings shall be given to the Federation president.

12:3 Personnel Files - Employees desiring to review their official personnel file will be permitted to do so by making an appointment.

12:4 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.

12:5 All provisions of this agreement shall apply equally to all employees without discrimination on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, alienage, ancestry, disability, pregnancy, genetic information, veteran status, or gender identity or expression, political or labor affiliation, or any other basis prohibited by state or federal law is prohibited.

12:6 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.

12:8 The Federation may hold meetings before or after work upon request to the Assistant Superintendent of Schools. However, denial of such request shall not be grievable.

ARTICLE XIII - SALARIES

13.1 The wages for all current bargaining unit members shall be set forth in Appendix A. Appendix A - shall be updated for new hiring rates.

13.2 Longevity Payment

(a) Annual longevity payments shall be granted to all persons covered by the Agreement who have completed the necessary years of service based on the following schedules:

Completion of 10 years	\$300.00
Completion of 15 years	\$500.00
Completion of 20 years	\$800.00
Completion of 25 years	\$1,000.00

Employees hired on or after July 1, 2018 shall not be eligible for longevity payment.

(b) Longevity payments shall be made on the first payday of December following the completion of the necessary years of service. Said payment shall be in one lump sum to employees of record on the date of distribution.

13.3 A maintenance worker who is appointed to a position involving additional duties shall be paid an annual stipend. The stipend positions and annual amounts shall be as follows, and shall be included in Appendix A:

Stipend	2021-25
Lead Person	\$1795
Building Climate Control Monitor	\$1082

ARTICLE XIV - DEDUCTIONS

14:1 Dues Deduction

14:1.1 All bargaining unit members who voluntarily elect to join the Federation shall sign and deliver to the Federation, if they have not already done so, an 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 that he/she no longer authorizes deduction of membership dues of the Federation.

14:1.2 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 twelve (12) equal installments commencing from the first payroll in July and then as per the published payroll schedule. The amount of Federation shall be certified by the Federation to the Board prior to June 1.

14:1.3 Those members commencing employment after the start of the school year who voluntarily sign and deliver to the Board an authorization card as described in Section 1 shall commence dues deductions 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.

14:1.4 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.

14:1.5 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 administrative 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 XV - SENIORITY

15:1 Seniority shall be defined for the purpose of this Agreement as the total length of continuous employment with the Employer beginning with the date when the employee began to work. It shall be deemed to include any seniority presently held by an employee.

Effective for employees hired after July 1, 2000, seniority be defined as, the total length of continuous employment with the Board beginning with the date when the employee began to work in this unit.

15:2 In the event of a reduction in the workforce and/or elimination of any job or jobs, the Employees whose jobs are affected shall have the right, in order of their seniority, to

replace the least senior employees provided they are qualified for the job, are experienced in that type of work, and can perform the required work at least as well as the employees to be replaced.

15:3 Any employee who is laid off shall have recall rights for a period of one (1) year from the date of layoff. Recall shall be in order of seniority, that is, the most senior employee recalled first provided he/she is qualified for the job and has experience in that type of work and can perform the required work at least as well as the less senior employees on layoff.

15:4 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 sent via email. It is the employee's responsibility to provide the employer with changes in address or email. An employee who wishes to exercise his/her recall right must do so within ten (10) working days following notice of a recall opportunity. An employee who refuses an offer of recall shall be removed from the recall list.

15:5 The Superintendent of Schools or his/her designee shall determine whether an employee is qualified to perform a job.

ARTICLE XVI – DURATION

16:1 This Agreement shall be in full force and effect from July 1, 2021 to June 30, 2025. Representatives of the Board and the Federation agree to commence negotiations for a successor agreement in accordance with the law.

16:2 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.

WINDHAM BOARD OF EDUCATION

WINDHAM FEDERATION OF
MAINTENANCE WORKERS

DocuSigned by:
By Tracy A. Youngberg
5C152C4400EC409...
Tracy A. Youngberg

DocuSigned by:
By Ben Wenograd
422B0CD708864BC...
Ben Wenograd

Date: 11/30/2021

Date: 11/30/2021

DocuSigned by:
By Lynne Ide
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Lynne Ide

11/30/2021

**APPENDIX A
SALARY SCHEDULE**

Year 1, 2021-22 (retroactive to July 1, 2021): all wage rates shall be increased by 2.99%;

Year 2, 2022-23: all wage rates shall be increased by 2.99%;

Year 3, 2023-24: all wage rates shall be increased by 2.99%;

Year 4, 2024-25: all wage rates shall be increased by 2.99%

<u>Employee</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Mark Light	\$30.61	\$31.53	\$32.47	\$33.44
Rory Gibbons	\$28.55	\$29.40	\$30.28	\$31.19
Randall Kellarson	\$28.55	\$29.40	\$30.28	\$31.19
Ryan Beaumont	\$27.80	\$28.63	\$29.49	\$30.37

Hiring Ranges:

Effective July 1, 2021, there shall be a new hiring range: \$25.31 - \$27.32.

Effective July 1, 2022, there shall be a new hiring range: \$26.07 - \$28.14.

Effective July 1, 2023, there shall be a new hiring range: \$26.85 - \$28.98.

Effective July 1, 2024, there shall be a new hiring range: \$27.65 - \$29.85.

For HVAC licensed technicians only, the administration reserves the right to hire an HVAC licensed technician for up to 5% above the rate of the lowest hourly rate among bargaining unit members.

No new hire can be hired at or above the wage rate of the lowest wage earner in the bargaining unit, except as noted above.

Annual Stipends for Extra Duties

Stipend	2021025
Lead Person	\$1795
Building Climate Control Monitor	\$1082

APPENDIX B
MEMORANDUM OF AGREEMENT

In the recently concluded negotiations, the Windham Board of Education and the Windham Federation of Maintenance Workers agree that, should any other non-certified unit of the Windham Board of Education negotiate a change in the benefit formula or rules on purchasing credit for military service time under the current pension plan, the Federation may request reopener negotiations over the provisions of Article IX, Retirement.