

AGREEMENT BETWEEN THE

WINDSOR LOCKS BOARD OF EDUCATION

AND

UE LOCAL 222, CILU #4

PARAEDUCATORS

July 1, 2023 to June 30, 2026

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ARTICLE 1 RECOGNITION

Section A. The Windsor Locks Board of Education (the "Board") recognizes the UE Local 222, and its Sub-Local CILU #4, United Electrical, Radio and Machine Workers of America (UE) (the "Union") under Section 7-467 et seq. of the General Statutes, as amended, as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours and other conditions of employment for all ParaEducators (Special Education ParaEducators, Kindergarten Aides and Reading Assistants), excluding employees who work less than twenty (20) hours per week, seasonal and temporary employees who work less than sixty-five (65) days per year, substitutes and supervisors within the meaning of the Municipal Employee Relations Act and all other employees of the Windsor Locks Board of Education.

Section B. The Board shall maintain job descriptions for ParaEducators and shall discuss any proposed modifications to the job description with the Union in advance of the adoption of any such modification. Employees shall be notified when their job description has been changed.

ARTICLE 2 NON-DISCRIMINATION

The Board and the Union shall continue their practice of non-discrimination with respect to race, color, religion, sex, age, national origin, marital status, disability, sexual orientation, gender identity, or membership in or participation in the activities of any employee organization.

ARTICLE 3 MANAGEMENT RIGHTS

Section A. It is recognized that the Board retains and will continue to retain whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Windsor Locks Public Schools in all its aspects including, but not limited to, the acquisition, control, and regulation of all property, the employment and supervision of all employees and the organization and administration of the program of the Windsor Locks Public Schools.

Section B. These rights, responsibilities and prerogatives are not subject to delegation in part or in whole, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms or provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

ARTICLE 4 **UNION MEMBERSHIP/SECURITY**

Section A. All employees in the bargaining unit during the life of this agreement shall retain the freedom of choice to become a member of the Union or not commencing on the thirtieth (30th) day following the execution of this Agreement or the thirtieth (30th) day following their employment, whichever comes first.

Section B. Union dues shall be deducted by the Board from the paycheck of each employee who signs and remits to the Board an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance. Such request shall be sent to UE 222, payroll and the union president(s).

Section C. The Board will remit to the Union amounts collected once each month, together with a list of employees from whose wages these sums have been deducted.

Section D. The Union agrees to indemnify, save and hold the Board harmless from any claims, suits, losses, damages, judgments or expenses, including attorney's fees arising out of or in any respect related to the application or operation of this Article or to the deduction of dues or fees.

ARTICLE 5 **SENIORITY**

Section A. For the purpose of this Agreement, seniority (start date) is defined as the total length of service within the bargaining unit beginning on the first day of continuous employment, if employees who are employed at the commencement of this Agreement shall retain their earned seniority, as set forth on a separate listing to be initialed and retained in the employees' personnel files.

Additional seniority shall not accrue during unpaid leaves of absence of between three (3) months and one (1) year, except for the birth or adoption of an employee's child or during layoff up to two (2) years, but accrued seniority will not be lost by the employee because of such leave.

Section B. In the event two or more employees have the same start date, the tiebreaker shall be the date and time of hire, followed by total time of service with the Board of Education.

Section C. A seniority list shall be furnished to the Union annually on or about October 1st of each year, including name, date/time of hire, and school where the ParaEducator works; and unless mistakes are brought to the attention of the Superintendent of Schools in writing within one (1) month the list shall be considered conclusively correct.

Section D. New employees shall be considered probationary during the first ninety (90) school days of employment. Probationary employees shall have a sixty (60) day performance evaluation and thereafter, annually, a review with the building principal, who shall notify them of their progress. During the probationary period such employees shall not attain seniority rights under this Agreement and shall be subject to discharge by the Board, without recourse to the Grievance Procedure. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

Section E. The Board agrees to provide the employee with training appropriate to their assignment to reflect the curriculum changes, as well as ongoing pertinent information regarding student(s).

Section F. No special training of a ParaEducator shall cause super seniority to occur in terms of layoffs or job eliminations.

ARTICLE 6 LAYOFF AND RECALL

Section A. In the event that a position is eliminated entirely or reduced to fewer than five (5) hours per day, the employee with the least seniority shall be laid off first. The employee in the position which is eliminated or reduced to fewer than five (5) hours per day will be given any vacant position covered by this contract for which he/she is qualified and competent, or, if no vacancy exists, the position held by the least senior member, provided he/she is qualified and competent. The employee with the least seniority shall be displaced.

The Board shall notify the affected employee and the Union President at least fourteen (14) days before the effective day of a layoff and will provide the affected employee with pertinent information regarding unemployment, retirement, and COBRA benefits.

Section B. Employees who are laid off under this Article shall have recall rights as follows:

1. The affected employee placed on layoff shall automatically be added to the recall list.
2. For a period of eighteen (18) months the affected employees shall have the right to be recalled to any vacant/new bargaining unit positions.
3. No person shall be newly employed until all persons on the recall list have been notified by certified mail, and such persons either are offered reemployment, or declined such reemployment offer. An employee who declines an offer of reemployment shall forfeit recall rights. Failure to respond in writing to a notice of an opening within seven (7) calendar days from notice of such vacancy shall be deemed a refusal to accept reemployment.
4. A bargaining unit member on recall shall not lose their seniority or accumulated sick leave.

5. The employee recalled to a bargaining unit position shall be returned to their previous wage/step level.

ARTICLE 7 DISCIPLINE

Section A. No employee shall be disciplined, except for just cause. Where appropriate, the Board shall follow the principle of progressive discipline – written oral warning, written warning, suspension, and termination.

Section B. All suspensions and discharges must be in writing with reason given, and a copy of the suspension or discharge shall be given or mailed to the employee and the Union simultaneously. For grievance purposes, the informal resolution shall be waived in these cases and the timeline for step one (1) of the grievance process shall not begin until the Union has received notification of the suspension or discharge.

Section C. Employees shall have the right to see and review their personnel file at least twice a year by prior appointment with the Director of Human Resources. Employees may request that the Director of Human Resources correct or amend material in the file. Failing mutual agreement, the employee shall have the right to respond in writing to all items in their personnel file. Such responses shall be made part of the file.

Section D. Each employee will be given copies of any and all documents and formal evaluation reports placed in the employee's personnel file.

Section E. Employees may request a copy of their personnel file one time per year.

ARTICLE 8 GRIEVANCE PROCEDURE

Section A. A Grievance shall mean a complaint by any employee or group from within the bargaining unit represented by the Union that there has been a violation of a specific Section of this Agreement. The grievance must be in writing and must set forth the specific sections of the contract alleged to have been violated. The purpose of the Grievance Procedure shall be to resolve, at the lowest possible administrative level, issues which may arise from time to time with respect to the provisions of this Agreement. The steps of the Grievance Procedure shall be as follows:

Section B. – Procedure

1. Informal Resolution

An employee who believes that he/she may have a grievance will normally first discuss the matter with his/her principal or supervisor in an effort to resolve it

informally. This step is optional and does not automatically waive the time limit for filing a grievance at Step 1.

2. Step One

Within ten (10) calendar days of the date the grievant knew or reasonably should have known of the event or occurrence which gives rise to the grievance, that employee or the Union must present a written statement of the grievance to the Building Principal or Supervisor, or the grievance shall be deemed waived. The Building Principal or Supervisor shall meet with the Grievant and the Union within five (5) working days following receipt of the grievance. A written decision shall be given to the employee and the Union within five (5) days following such meeting.

3. Step Two

If the Union is not satisfied with the disposition of the grievance at Step One, the written grievance shall be presented to the Superintendent or his/her designee within ten (10) calendar days of receipt of the decision at Step One. The grievance shall be considered by the Superintendent or his/her designee, who shall meet with the Union representative, and other interested parties within ten (10) calendar days of its receipt. The Superintendent or his/her designee shall render a written decision within five (5) calendar days of the close of the hearing.

4. Step Three

Should the Union be dissatisfied with the answer of the Superintendent or his/her designee, within twenty (20) calendar days of receipt of the Superintendent's or his/her designee decision it shall notify the Superintendent or his/her designee in writing of its desire to proceed to arbitration and submit such grievance to arbitration. Any grievance submitted to arbitration shall be referred to the Connecticut State Board of Mediation and Arbitration, or, by mutual agreement, to the American Arbitration Association. Only the Union and not any individual employee may proceed to arbitration. In any arbitration proceeding, the arbitrator shall hear and decide only one grievance unless the parties mutually agree to present more than one grievance. The arbitrator shall comply with all terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the terms and provisions of this Agreement. The arbitrator's decision shall be final and binding upon the Board, the Union and the grievant.

Section C. Any grievance not taken to a higher step in the grievance procedure in accordance with the above time limitations shall be deemed settled on the basis of the last decision rendered by the Board's representative and shall not be subject to further processing. However, any of the above time limits may be reduced or extended by mutual agreement which must be reduced to writing and signed by both parties.

The initial filing period may be extended only if informal discussion has taken place within that time limit and the parties mutually agree, in writing, to an extension for the purpose of continuing efforts at informal resolution.

The parties may mutually agree to use the expedited arbitration proceedings of the Connecticut State Board of Mediation and Arbitration.

Failure of the Board's representative to respond at any step shall be deemed to be a denial of the grievance on the last day for response and shall permit the grievant or the Union to proceed to the next step.

Section D. By mutual agreement, the parties may request the services of a State Mediator prior to arbitration of a grievance.

Section E. The Union shall have the same rights to process a grievance as an individual employee.

Section F. All documents, communications and records dealing with the processing of grievances and other Union issues shall be filed separately from the personnel files of the participants.

ARTICLE 9 **HOURS OF WORK AND OVERTIME**

Section A. Hours of work and the work year shall be determined by the Board of Education consistent with the operational requirements and the educational interests of the district. The minimum work year shall be 184 workdays, and the minimum workday for bargaining unit members shall be 6.5 hours per day on days when school is in session. The Building Principal or Director of Special Services may modify this schedule and will discuss such modification in advance with the bargaining unit members and the Union.

Section B. Each employee shall be provided with a non-paid, duty-free lunch period with the exception of those ParaEducators who are required to be on call for a student during lunch. Employees who are on call shall be paid for the lunch period.

Each employee shall be provided with one paid fifteen (15) minute break per day, to be scheduled at the discretion of the immediate supervisor. The 15-minute break will come at the conclusion of the student day on $\frac{1}{2}$ days. Early release days are professional development days.

Section C. If an employee is required to work in excess of forty (40) hours in a work week, the employee shall be paid at the rate of time and one-half (1 $\frac{1}{2}$) the regular hourly rate. If an employee is called in to work overtime on Saturday or Sunday, he/she shall be paid at one and one-half (1 $\frac{1}{2}$) times his/her regular hourly rate. Overtime, if

any, must be approved by the Superintendent or the Director of Special Services in advance.

Section D. Employees who are dismissed early or called to work late shall be paid for a minimum of three (3) hours. However, if the shortened day is counted as a full legal school day, employees shall be paid for their regularly assigned hours for that day. The building principal or other appropriate administrator shall determine when the employee may be released.

ARTICLE 10 **PROFESSIONAL DEVELOPMENT/TRAINING**

Section A. Employees shall be required to attend convocation prior to the first day of school and the rest of the day they shall receive professional development training. Notice of the dates of mandatory training and convocation shall be furnished by August 1*. Each employee will be given one hour to meet with their perspective teacher and or supervisor. At that time the teacher and or supervisor will discuss pertinent information regarding student(s) appropriate to the assignment whenever possible.

All ParaEducators shall be required to attend 18 hours of mandatory professional development each year. No appointments shall be made on professional development days that shall take a ParaEducator away from attending mandatory training unless there are extenuating circumstances. In those cases, notifications shall be sent by the ParaEducator in advance, when possible, to the Superintendent or Human Resources for approval of the time off. Unless the Superintendent or his/her designee notifies the employees with at least one (1) week advance notice that attendance is not required, in which case the employees shall be released early that day without pay.

One full day of professional development shall be provided on Election Day based on the approval of the school calendar.

If employees are required to remain beyond their regular workday for training or workshops, they will be paid for such time, receive CEU credit and will be notified at least one week in advance.

Section B. The Board and the Union agree that a "Professional Development Committee" will be established, consisting of one ParaEducator from each Building and the Special Education Director. The Committee will meet twice per year to discuss and determine what topics would be most beneficial to bargaining unit members and develop a schedule for training to occur. State mandated training takes precedence over the Professional Development Committee.

If the Administration requires an employee to attend any training or conferences, such employee shall be reimbursed reasonable expenses associated with said training or conferences, as approved in writing in advance.

ARTICLE 11 BULLETIN BOARDS

Section A. The Employer agrees to provide bulletin board space which may be used by the Union for the following notices:

1. notices of Union meetings.
2. notices of Union elections and the results where they pertain to the employees.
3. notices of Union recreational and social events.

Section B. A copy of said notices shall be furnished to the Superintendent in advance.

ARTICLE 12 SICK LEAVE

Section A. Employees shall be entitled to twelve (12) days sick leave per year, commencing, on the first working day of each school year, for personal illness which necessitates absence from work. The Board may require doctor's verification. Unused sick leave may accumulate from year to year up to a maximum of one hundred forty-six (146) days.

Up to five (5) days sick leave may be used each school year if an employee must attend to a member of his/her immediate family due to the family member's illness. For the purpose of this Section, immediate family shall include only a spouse, child, parent, mother-in-law or father-in-law, grandparent or grandchild of the employee, or any person who is domiciled in the employee's home.

In the event of an emergency or illness which requires a ParaEducator to leave work prior to the end of their normal workday – he/she shall be paid for the time worked and shall be charged sick time only for the amount used.

Section B. Upon voluntary termination or retirement, an employee who has accrued the maximum sick leave accumulation shall be paid eight hundred dollars (\$800).

ARTICLE 13 HOLIDAYS

Section A. Employees shall receive their regular day's pay for the following holidays:

Labor Day*	Day After Christmas
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	President's Day
Day After Thanksgiving	Good Friday
Christmas Day	Memorial Day

*If this holiday falls within the established school year.

Section B. Such holidays shall be observed in accordance with the school calendar. Should a listed holiday (other than Labor Day) not be celebrated in a given year, employees shall receive payment for another holiday to assure that they receive pay for the required number of holidays each year.

ARTICLE 14 **OTHER LEAVES**

Section A. - Parenthood Leave

Upon application at least thirty (30) days prior to the anticipated commencement of such leave (except in cases of adoption, where such notice shall be given as soon as is reasonably possible), an employee shall be granted a leave of absence without pay or benefits for the purpose of child rearing following childbirth or adoption, subject to the following rules:

1. When childbirth or adoption occurs on or after February first of a school year, the employee shall be granted parenthood leave for the remainder of the school year and the next year ensuing, if so requested. Failure to apply by February 1 for reinstatement in the system during the ensuing year shall be considered a resignation and will be so treated.

2. When childbirth or adoption occurs before February 1st of a school year, the employee shall be granted parenthood leave for the remainder of the school year, if so requested, but not for the next year ensuing.

3. Experience on the salary schedule shall be granted to such employee who works more than half the school year (i.e., work ninety-three (93) or more days) including sick time.

4. Each employee shall have the option of taking the Parenthood Leave described at paragraphs 1 - 3 of this Section, or when Family Medical Leave has been exhausted.

Section B. - Funeral Leave

The employee shall receive three (3) days off with pay in the event of a death in his/her immediate family. Immediate family shall include wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law,

grandparent, grandchild, or any person who is domiciled in the employee's home. Such leave shall not be subtracted from sick leave.

Section C. - Personal Leave

Employees shall be entitled to the following leaves of absence with full pay for up to five (5) days per year for one or more of the following reasons:

1. legal demands which cannot be scheduled outside the work day.
2. marriage (self, children, parents, siblings of self or spouse).
3. for other personal business which cannot be conducted at other than scheduled work time.
4. attending funeral services.
5. For attendance at graduation exercises and/or other school functions (self, spouse, or children)

All personal leave requests shall be submitted in writing to the Building Administrator at least forty-eight (48) hours in advance (except in emergencies). Leave not approved with at least forty-eight (48) hours' notice, unless in an emergency, will be unpaid. Personal leave shall not be taken immediately before or after a holiday or school vacation, except in extenuating circumstances and with prior approval from the Superintendent.

Section D. - Jury Duty

An employee who is called to jury duty shall promptly notify the Superintendent so that he/she may aid the employee in trying to be excused while school is in session. If he/she cannot be excused, leave shall be granted. This leave shall not be deducted from sick leave or personal days. The staff member shall receive a rate of pay equal to the difference between the employee's salary and the jury fee.

Section E. - Union Leave

The Union shall have the right to have three (3) members of its negotiation committee present for all negotiation meetings. Such meetings shall be scheduled at mutual convenience outside the workday.

Up to three (3) bargaining unit members shall be granted leave without loss of pay for attending grievance or arbitration hearings when such hearings are scheduled during the employee's scheduled work hours.

Section F. - Unpaid Leave

An employee may request an unpaid leave of absence for good cause, for a maximum of one (1) school year. The granting or denial of the leave shall be within the Board's

discretion. During the period of such leave, no seniority or other benefits shall accrue to the employee.

Reinstatement shall be to a position within the bargaining unit for which the hours are within one hour per day of the position held prior to the leave, and comparable in duties.

Upon reinstatement, the employee's seniority prior to the date of leave shall be restored and bridged.

ARTICLE 15 WAGES

Section A. Wages for members of the bargaining unit are set forth on Appendix A attached hereto and made a part hereof.

Section B. Employees who are not at the maximum step of the salary schedule shall progress one step at the beginning of each school year.

Section C. New employees shall be hired on Step 1.

Section D. An employee hired as a RISE Job Coach shall receive \$3.00 more per hour.

Section E. Overnight School Sponsored Trips - When a ParaEducator attends an overnight school trip/function they shall receive a stipend of \$100 per day in addition to their regular hourly wage rate. This will only apply if ParaEducators are required/needed to support a student with an IEP. In the event that a parent/guardian acts as the 1:1 required in the IEP, the 1:1 ParaEducator will not attend the overnight school trip.

Section F. A Supervising ParaEducator covering for at least 20 minutes of a class period shall be paid \$4.50 more than their regular hourly wage rate for that period of time. A check-in by a certified staff member for a short period of time, followed by the ParaEducator continuing as the class supervisor, will not re-start the clock for the 20 minute period. After the initial 20 minutes of period coverage the ParaEducators will be paid \$4.50 for every half hour or part of a half hour after the initial coverage.

ParaEducators who do not feel comfortable covering a class may decline to do so and it will not be considered insubordination.

ARTICLE 16 HEALTH INSURANCE

The Board of Education shall provide to the ParaEducators taking health insurance the per paycheck amount of the premium cost share for the next school year before the last day of the current school year.

The Board shall offer the following alternative insurance benefit programs or the equivalent of each for all members, subject to the rules of the carrier:

Section A. The Board shall provide the following insurance benefits for each eligible employee. The participating employee shall pay his/her respective shares of the applicable cost based on the level and type of coverage selected as follows:

Cost share:

2023 – 2024	Employee	Employee +1	Family
Lumenos HDHP	19%	19%	19%
Dental Plan	15% Emp. 25% Emp. + 1 25% Fam.	15% Emp. 25% Emp. + 1 25% Fam.	15% Emp. 25% Emp. + 1 25% Fam.

2024 – 2025	Employee	Employee +1	Family
Lumenos HDHP	19%	19%	19%
Dental Plan	15% Emp. 25% Emp. + 1 25% Fam.	15% Emp. 25% Emp. + 1 25% Fam.	15% Emp. 25% Emp. + 1 25% Fam.

2025 – 2026	Employee	Employee +1	Family
Lumenos HDHP	20%	20%	20%
Dental Plan	15% Emp. 25% Emp. + 1 25% Fam.	25% Emp. 25% Emp. + 1 25% Fam.	25% Emp. 25% Emp. + 1 25% Fam.

Lumenos High Deductible Plan:

a. A high deductible plan with a health savings account feature as described in Appendix C with the following deductibles:

Annual deductibles: \$1,500 single; \$3,000 two person or family; funded 50% by the Board.

b. Out-of-pocket maximums:

In Network - \$1,500 single; \$3,000 two person or family

Out-of-Network - \$3,000 single; \$6,000 two person or family

The board will deposit an amount equal to 50% of the deductible into each ParaEducator's health savings account on the date of the first payroll of the school year.

INSURANCE BENEFITS AND PENSION

Section A. Dental Insurance

Irrespective of the Plan chosen by each employee, the Blue Cross full service dental plan including "Rider A" (caps and crowns) shall be made available to ParaEducators. The Board shall pay eighty-five percent (85%) of the premium for individual coverage and seventy-five percent (75%) of the premium for dependent or family coverage.

Section B. Enrollment Forms

The Board will furnish all forms necessary for insurance coverage to all employees well in advance of enrollment dates. Failure to fill out forms will render the employee ineligible for benefits.

Section C. Retiree Insurance

For employees hired before July 1, 2008, The Board shall allow employees who retire under normal retirement and who are covered by Plan B of the Connecticut Municipal Pension Plan to continue hospital and medical coverage by those health service groups who accept the retiree as a member of the group plan in effect with the Board of Education through deductions from their Pension Plan according to the procedure: The Board will make available a program of medical insurance for retirees who are retired on a normal or automatic retirement and their dependents covered by the insurance program set forth in the Agreement at the time of the employee's retirement, reduced by benefits available under all parts of Medicare, whether or not application is made for all or any portion thereof.

If the retired employee elects to enroll in this program, he/she shall, at the time of retirement, indicate to the Board of Education his/her intention of doing so, and shall pay the full cost of hospitalization, and health service benefits which will be arranged and adjusted as the case may be so to guarantee full reimbursement to the Board of Education by the enrolled retiree.

Employees hired on or after July 1, 2008 shall not be eligible for this benefit.

ARTICLE 17

LIFE INSURANCE

Each employee shall receive term life insurance coverage in the amount of thirty thousand dollars (\$30,000).

ARTICLE 18 PENSION

The Board and all employees shall participate in the Connecticut Municipal Employees Retirement System, with credit for all past service with the Board, according to the rules and procedures of the Connecticut Municipal Employees Retirement System. For those employees working as Kindergarten Aides prior to the Agreement dated July 1, 2014 – June 30, 2017 who were covered under the Connecticut Municipal Employees Retirement System effective July 1, 2009; the Board and the Union agree to incorporate the names of those five (5) individuals into a Side Letter to establish that they are entitled to accrued benefits under the Municipal Employee Retirement System beginning July 1, 2009.

ARTICLE 19 VACANCIES AND TRANSFERS

Section A. If vacancies occur within the unit, the Board shall post the vacancy (and link to all bargaining unit members) for two (2) weeks and notify the Union Steward of such posting. "Vacancies" as used in this Article means established position openings caused by death, retirement, discharge, resignation or by creation of a new position. In the event that the position goes unfilled for two (2) weeks, the Board reserves the right to contract the services outside of the unit until a qualified candidate is hired as a district employee. In house bargaining unit applicants shall be given first consideration for vacancy in order of seniority, if most qualified, followed by other interested candidates to fill positions from outside the unit and the system provided the most qualified person is not in the bargaining unit.

Section B. In the event that an unanticipated student need or emergency situation requires the immediate reassignment of a ParaEducator, the Board may make such temporary assignment in the best interest of the student, provided that the Board notifies the Union of the reassignment and posts the transfer opportunity that same day.

Unanticipated student need or emergency situation includes, but is not limited to, situations where the Board has less than three weeks' notice of a new student to the district, a student leaving the district, a newly identified special services student within the district, the resignation of a ParaEducator, or a DCF placement.

Section C. Anticipated transfers for the following school year, the district will make every effort to post each year by June 1 as anticipated openings for North, South, Middle, High Pine Meadow Academy and RISE. Unanticipated transfers shall be emailed to the Union President and ParaEducators.

Section D. Summer school ParaEducator positions shall be filled by active members of the bargaining unit by seniority.

ARTICLE 20 ACCESS TO PREMISES

The Union Representative or authorized officer shall be permitted to confer with the employees on the premises of the Board. However, conferences shall not interfere with the normal operation of the schools. The Union Representative shall report first to the office before seeing the employees.

ARTICLE 21 GENERAL PROVISIONS

Section A. If an Article or Section of the Agreement is declared invalid by a court or agency of competent jurisdiction the parties shall meet to negotiate replacement language.

Section B. There shall be no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing and ratified by both parties.

Section C. If there is any previously adopted policy, rule, practice, or regulation of the Board which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.

Section D. The Board and the Union agree that ParaEducators shall not use their personal vehicles to transport students during their normal workday.

Section E. If the Administration requires an employee to attend any training or conferences, such employee shall be reimbursed reasonable expenses associated with said training or conferences, as approved in writing in advance.

Section F. No employee shall be required to work in a school building alone.

Section G. The Board shall provide copies of the contract to Officers in the bargaining unit, and make available electronically to all members, and to each new employee at the time of initial employment.

Section H. The Union may use designated areas in the school building for Union meetings before or after the close of school, provided there is no interference with school activities. The use of such designated areas shall be arranged with the principal in advance. All requests for building use shall conform to School Board Rules and Regulations, provided there shall be no cost to the Union.

Section I. The Union may place union-related material in employee mailboxes, where such mailboxes are available.

Section J. All job postings occurring during the school year shall be sent to the local President. In addition, the district shall provide postings via district email to all members of the bargaining unit.

Section K. The Board agrees to deduct from the wages of an employee each pay period an amount designated by the employee in writing on a form supplied by the Credit Union, and to remit said deduction to the Credit Union office.

Section L. The Union president shall be notified of all new hires and their assignment.

Section M. Employees shall immediately report to their superior, orally, to be followed by a written report, all cases of assault suffered by them in connection with their employment.

Such report shall be forwarded to the Superintendent and the Board will comply with any reasonable request from the Union for information in its possession not privileged under the law which relates to the incident of the persons involved.

The Board shall protect each member of the unit in accordance with Conn. Gen. Stat. § 10-235, as amended.

Section N. The Board shall have the right to require that any employee undergo a background check pursuant to Public Act No. 93-328 as amended by Public Act No. 94-221, but at Board expense. The Board agrees to maintain the report resulting from any such background check in a file separate from the employee's personnel file. If an employee has been employed by the Board for more than two (2) years, information obtained in the background check shall not be cause for discipline or discharge unless the employee falsified her employment application, and the false or omitted information is substantive and material to his/her employment with the Board.

Section O. Whenever feasible employees shall receive notification of their assignment for the next year by July 30th, including school, grade, teacher assigned to, and any other unusual circumstances.

Section P. Whenever feasible, bargaining unit members will be notified prior to the Memorial Day holiday break if they have been awarded summer employment.

Section Q. Should a ParaEducator leave the employment of the school district and return to the district after 30 school work days, they shall return at Step 1. They shall return as a new ParaEducator carrying over no seniority from previous work experience and will go through the probationary process. Every effort will be made to reassign the ParaEducator to a different building assignment.

Section R. ParaEducators wishing to do intern hours for a college course shall do so without pay and only when it does not interfere with the operations of their work assignment.

ARTICLE 22 MISCELLANEOUS

Section A. Employees shall be provided training appropriate to their assignment on an as needed basis, at Board expense. Training shall include the basic training concerning such areas as blood borne pathogens and mandatory reporting. Employees shall also be provided with ongoing pertinent information regarding student(s) appropriate to the assignment whenever possible.

Section B. Whenever an employee is absent from school as a result of personal injury by an assault or accident arising out of and in the course of his/her employment, he/she shall be paid full salary without having absence charged to his/her annual sick leave. Any amount of salary payable pursuant to this Article shall be reduced by the amount of any workers' compensation award for temporary disability due to the said assault injury or accident for the period of which such salary is paid. The Board shall have the right at its expense to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time the employee is temporarily disabled from performing his/her duties as a result of assault or accident.

The Board shall pay such workers' compensation supplement for a maximum period of twelve (12) consecutive months. Thereafter, the employee will continue to receive whatever workers' compensation benefits he/she is entitled to receive by law.

Section C. Any damage to employees' clothing or personal property occurring during the course of performing their duties shall be fully reimbursed at the Board's expense. The Board's liability per occurrence shall be a maximum of two hundred fifty dollars (\$250.00). The Board shall not have to pay for any damage which is fully covered and paid for by its insurance carrier(s).

Section D. After completing one (1) year of employment, ParaEducators shall be eligible for tuition reimbursement by the Board at a rate up to fifty dollars (\$50) per semester hour for course work at an accredited education program. Reimbursement shall be limited to a maximum of nine (9) semester hours in any one calendar year, and three (3) semester hours in any one semester or term.

Tuition reimbursement shall be subject to prior written course approval by the Superintendent, or his/her designee and payment shall be made following evidence of completion of the course with a grade of B or better. No more than two thousand five hundred dollars (\$2,500) per year shall be expended by the Board for this tuition reimbursement plan. Upon resignation or retirement by any ParaEducator who has received tuition reimbursement within the preceding three (3) years, all such payments

within the three (3) year period immediately preceding retirement or resignation shall be returned to the Windsor Locks Board of Education.

Tuition reimbursement will be disbursed each year on or before July 31st. Tuition reimbursement forms may be obtained from the Human Resources Department.

Para Educators shall be eligible beginning the 2024 – 2025 school year.

ARTICLE 23 DURATION

Section A. This Agreement constitutes the full and complete agreement between the Board and the Union on all issues. Each party has been fully represented and had adequate opportunity to make proposals and counter proposals, and neither party shall be required to negotiate on any issue, whether it is contained or not contained herein, except as provided in paragraph C below.

Section B. This Agreement shall be binding upon the Board and the Union from July 1, 2023 and shall continue in full force and effect through June 30, 2026 when it shall expire, provided that if neither party gives the notice set forth in paragraph Section C below, this Agreement shall automatically renew itself for additional periods of one (1) year and each and all provisions shall remain in effect with the same force as during the original term thereof. Nothing herein shall be retroactive unless specifically stated. Wage increases shall be retroactive to July 1, 2026, only for those employees who continue to be employed by the Board as of the date of mutual ratification of this contract.

Section C. If either the Board or the Union desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, that party shall give written notice of such desire to the other by certified or registered mail not more than one hundred fifty (150) nor less than one hundred twenty (120) days prior to the expiration hereof.

In witness whereof, the parties set their hand, on this 16th day
of November (Month) 2023 (Year).

By Kylee Christianson
Kylee Christianson
Chair, Windsor Locks Board of Education

By Janine Liddell
Janine Liddell

By Annie MacDonald
Annie MacDonald
UE LOCAL 222, SUBLOCAL #4

By Tracey Rand
Tracey Rand

WL ParaEducator Union
Co-President

WL ParaEducator Union
Co-President

APPENDIX A **WAGE RATES**

PARAEDUCATORS

	2023-24	2024-25	2025-26
Step 1	\$19.01	\$19.96	\$20.96
Step 2	\$20.91	\$21.96	\$23.06
Step 3	\$23.66	\$24.84	\$26.08

Retro pay will come in a separate check from the regular paycheck.